

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

<p>In re:</p> <p>JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama,</p> <p style="text-align: center;">Debtor.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No. 11-05736-TBB</p> <p>Chapter 9</p>
--	--	---

SECOND FURTHER SUPPLEMENT TO AMENDED PLAN SUPPLEMENT

Jefferson County, Alabama (the “County”) files this second further supplement to the *Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated November 6, 2013)* [Docket No. 2182] (as it may be amended, supplemented, or modified from time to time by the County in accordance with the terms thereof and Bankruptcy Code section 942, the “Plan”).¹ This second further supplement and the exhibits attached hereto are intended to supersede and replace certain of the exhibits attached to the *Amended Plan Supplement* filed by the County on November 14, 2013 [Docket No. 2208] (the “Amended Plan Supplement”) or to the *Further Supplement to Amended Plan Supplement* filed by the County on November 19, 2013 [Docket No. 2238] (the “First Further Supplement”), in each case as noted in the accompanying footnotes. This second further supplement, the Amended Plan Supplement, and the First Further Supplement collectively constitute the “Plan Supplement” as defined and contemplated by the Plan.

The following chart summarizes the documents that are attached as exhibits hereto and that constitute additional parts of the Plan Supplement:

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to those Defined Terms in the Plan.



110573613112100000000006

Exhibit Tab	Description of Document
<u>Exhibit 1</u> ²	Trust Indenture dated December 1, 2013, including the forms of the New Sewer Warrants (other than the Reserve Fund Reimbursement Warrants)
<u>Exhibit 2</u> ³	New First Supplemental Sewer Warrant Indenture, including the forms of the Reserve Fund Reimbursement Warrants

The County reserves the right to amend, supplement, or modify any of the foregoing documents (including all exhibits and attachments thereto and documents referred to in such documents), and to add additional documents to the Plan Supplement, from time to time prior to the conclusion of the Confirmation Hearing or prior to the Effective Date to the extent consistent with the Plan.

Dated this the 21st day of November, 2013.

/s/ J. Patrick Darby
BRADLEY ARANT BOULT CUMMINGS LLP
 J. Patrick Darby
 Jay R. Bender
 Jennifer H. Henderson
 One Federal Place
 1819 Fifth Avenue North
 Birmingham, Alabama 35203
 Telephone: (205) 521-8000
 Facsimile: (205) 521-8500
 Email: pdarby@babco.com, jbender@babco.com,
 jhenderson@babco.com

-and-

KLEE, TUCHIN, BOGDANOFF & STERN LLP

² This document supersedes and replaces the prior version of the document that was attached as Exhibit 1 to the Amended Plan Supplement. For the convenience of the Court and all parties in interest, a redline comparison to the prior version is attached hereto as Exhibit 3.

³ This document supersedes and replaces the prior version of the document that was attached as Exhibit 3 to the First Further Supplement. For the convenience of the Court and all parties in interest, a redline comparison to the prior version is attached hereto as Exhibit 4.

Kenneth N. Klee (*pro hac vice*)
Lee R. Bogdanoff (*pro hac vice*)
David M. Stern (*pro hac vice*)
Robert J. Pfister (*pro hac vice*)
Whitman L. Holt (*pro hac vice*)
1999 Avenue of the Stars, Thirty-Ninth Floor
Los Angeles, California 90067
Telephone: (310) 407-4000
Facsimile: (310) 407-9090
Email: kklee@ktbslaw.com, lbogdanoff@ktbslaw.com,
dstern@ktbslaw.com, rpfister@ktbslaw.com,
wholt@ktbslaw.com

Counsel for Jefferson County, Alabama

Exhibit 1

**Trust Indenture dated December 1, 2013,
including the forms of the New Sewer Warrants (other than the
Reserve Fund Reimbursement Warrants)**

TRUST INDENTURE

Dated December 1, 2013

Between

JEFFERSON COUNTY, ALABAMA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Relating to the authorization and issuance of

**\$395,005,000.00 Senior Lien Sewer Revenue
Current Interest Warrants, Series 2013-A**

**\$54,999,963.60 Senior Lien Sewer Revenue
Capital Appreciation Warrants, Series 2013-B**

**\$149,997,926.25 Senior Lien Sewer Revenue
Convertible Capital Appreciation Warrants, Series 2013-C**

**\$810,915,000.00 Subordinate Lien Sewer Revenue
Current Interest Warrants, Series 2013-D**

**\$50,271,496.05 Subordinate Lien Sewer Revenue
Capital Appreciation Warrants, Series 2013-E**

and

**\$324,297,135.75 Subordinate Lien Sewer Revenue
Convertible Capital Appreciation Warrants, Series 2013-F**

by

Jefferson County, Alabama

TABLE OF CONTENTS

	PAGE
Parties	1
Recitals	1
ARTICLE 1 Definitions and Other Provisions of General Application	3
SECTION 1.1 Definitions	3
SECTION 1.2 General Rules of Construction	14
SECTION 1.3 Effect of Action by Holders of Secured Obligations	15
SECTION 1.4 Effect of Headings and Table of Contents	15
SECTION 1.5 Date of Indenture	15
SECTION 1.6 Separability Clause	15
SECTION 1.7 Governing Law	15
SECTION 1.8 Counterparts	16
SECTION 1.9 Designation of Time for Performance	16
ARTICLE 2 Source of Payment	16
SECTION 2.1 Limited Source of Payment of Secured Obligations	16
SECTION 2.2 Officials, Officers and Employees of the Issuer Exempt from Individual Liability	16
ARTICLE 3 Security for Payment	16
SECTION 3.1 Pledge and Assignment	16
ARTICLE 4 Registration, Transfer, Exchange and Payment of the Warrants	18
SECTION 4.1 The Book Entry System for the Warrants	18
SECTION 4.2 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants	19
SECTION 4.3 Persons Deemed Owners	21
SECTION 4.4 Trustee as Paying Agent and Registrar	21
SECTION 4.5 Payments Due on Non-Business Days	21
ARTICLE 5 Specific Terms for Warrants and Disposition of Proceeds	21
SECTION 5.1 Specific Title and Terms of Series 2013-A Warrants	21
SECTION 5.2 Specific Title and Terms of Series 2013-B Warrants	22
SECTION 5.3 Specific Title and Terms of Series 2013-C Warrants	24
SECTION 5.4 Specific Title and Terms of Series 2013-D Warrants	26
SECTION 5.5 Specific Title and Terms of Series 2013-E Warrants	27
SECTION 5.6 Specific Title and Terms of Series 2013-F Warrants	28
SECTION 5.7 Proceeds From Sale of Warrants	30
ARTICLE 6 Repurchases and Tenders	31
SECTION 6.1 No Optional Tender Rights for Holders	31
SECTION 6.2 Purchase or Tender for Cancellation	31
ARTICLE 7 Redemption of Warrants	31
SECTION 7.1 Redemption Provisions	31
SECTION 7.2 Mandatory Redemption	37
SECTION 7.3 Election to Redeem	37
SECTION 7.4 Selection by Trustee of Warrants to be Redeemed	37
SECTION 7.5 Notice of Redemption	37
SECTION 7.6 Deposit of Redemption Price	38
SECTION 7.7 Warrants Payable on Redemption Date	38
SECTION 7.8 Warrants Redeemed in Part	38
SECTION 7.9 Purchase of Callable Warrants in Lieu of Redemption	38

ARTICLE 8 Additional Secured Obligations	39
SECTION 8.1 Authorization of Additional Secured Obligations	39
SECTION 8.2 Conditions to Issuance of Additional Secured Obligations	39
SECTION 8.3 Effect of Issuance of Additional Secured Obligations.....	42
ARTICLE 9 Indenture Funds	42
SECTION 9.1 Revenue Fund.....	42
SECTION 9.2 Application of System Revenues.....	42
SECTION 9.3 Series 2013 Senior Lien Debt Service Fund.....	44
SECTION 9.4 Series 2013 Subordinate Lien Debt Service Fund	45
SECTION 9.5 Operating Account.....	46
SECTION 9.6 Series 2013 Senior Lien Reserve Fund.....	46
SECTION 9.7 Series 2013 Subordinate Lien Reserve Fund.....	49
SECTION 9.8 Capital Improvement Fund.....	51
SECTION 9.9 Costs of Issuance Fund.....	52
SECTION 9.10 Clearing Accounts and Fund Subaccounts	52
SECTION 9.11 Investment of Indenture Funds	53
SECTION 9.12 Application of Funds After Indenture Indebtedness Defeased	53
ARTICLE 10 Representations and Covenants	53
SECTION 10.1 General Representations.....	53
SECTION 10.2 Encumbrances on Trust Estate	54
SECTION 10.3 Payment of Secured Obligations	54
SECTION 10.4 Inspection of Records	54
SECTION 10.5 Advances by Trustee	54
SECTION 10.6 Transfer of System	54
SECTION 10.7 Compliance with the Tax Certificate and Agreement.....	55
SECTION 10.8 Covenants Regarding Ownership and Operation of the System.....	55
SECTION 10.9 Maintenance of Rates	58
SECTION 10.10 Covenants Regarding Variable Rate Secured Obligations	59
ARTICLE 11 Defaults and Remedies	59
SECTION 11.1 Events of Default.....	59
SECTION 11.2 Remedies	60
SECTION 11.3 Application of Money Collected	62
SECTION 11.4 Trustee May Enforce Claims without Possession of Secured Obligations	64
SECTION 11.5 Limitation on Suits	64
SECTION 11.6 Unconditional Right of Holders of Secured Obligations to Payment.....	65
SECTION 11.7 Restoration of Positions.....	65
SECTION 11.8 Delay or Omission Not Waiver	65
SECTION 11.9 Control by Holders of Senior Lien Obligations.....	65
SECTION 11.10 Waiver of Past Defaults.....	65
SECTION 11.11 Suits to Protect the Trust Estate.....	66
ARTICLE 12 The Trustee	66
SECTION 12.1 Certain Duties and Responsibilities of Trustee.....	66
SECTION 12.2 Notice of Defaults.....	67
SECTION 12.3 Certain Rights of Trustee.....	67
SECTION 12.4 Trustee Not Responsible for Statements of Issuer.....	68
SECTION 12.5 May Hold Secured Obligations	68
SECTION 12.6 Money Held in Trust	68
SECTION 12.7 Compensation and Reimbursement	68
SECTION 12.8 Corporate Trustee Required; Eligibility	69
SECTION 12.9 Resignation and Removal; Appointment of Successor.....	69
SECTION 12.10 Acceptance of Appointment by Successor	70
SECTION 12.11 Merger, Conversion, Consolidation or Succession to Business.....	70

SECTION 12.12	Series 2013 Senior Collateral Agreement and the Series 2013 Subordinate Collateral Agreement	70
ARTICLE 13	Amendment of Secured Obligation Documents	71
SECTION 13.1	General Requirements for Amendments	71
SECTION 13.2	Amendments Without Consent of Holders of Secured Obligations	71
SECTION 13.3	Amendments Requiring Consent of All Affected Holders of Secured Obligations	71
SECTION 13.4	Amendments Requiring Majority Consent of Holders of Secured Obligations.....	72
SECTION 13.5	Discretion of Trustee	72
SECTION 13.6	Trustee Protected by Opinion of Counsel.....	72
SECTION 13.7	Amendments Affecting Trustee’s Personal Rights.....	72
SECTION 13.8	Effect on Holders of Secured Obligations	73
SECTION 13.9	Reference in Secured Obligations to Amendments	73
SECTION 13.10	Amendments Not to Affect Tax Exemption	73
ARTICLE 14	Defeasance	73
SECTION 14.1	Payment of Indenture Indebtedness; Satisfaction and Discharge of Indenture.....	73
SECTION 14.2	Trust for Payment of Debt Service	73
ARTICLE 15	Provisions Relating to the Series 2013 Insurer	74
SECTION 15.1	Applicability of this Article.....	74
SECTION 15.2	Requirements of the Series 2013 Insurer.....	75
SECTION 15.3	Claims and Payments under the Series 2013 Insurance Policy	76
SECTION 15.4	Reporting Requirements to Series 2013 Insurer.....	78
SECTION 15.5	Maintenance of Ratio between Senior Lien Obligations and Subordinate Lien Obligations	79
SECTION 15.6	Additional Covenants of the Issuer.....	79
ARTICLE 16	Miscellaneous	80
SECTION 16.1	Notices to Financing Participants	80
SECTION 16.2	Notices to Holders of Warrants	80
SECTION 16.3	Successors and Assigns	81
SECTION 16.4	Benefits of Indenture	81
SECTION 16.5	Rights or Powers of Providers of Credit Enhancement	81
SECTION 16.6	Calculation of Percentage of Holders Taking Action.....	81
SECTION 16.7	Amounts Due and Unpaid After Act of Bankruptcy	81
EXHIBIT 5.1(c)	.....Form of Series 2013-A Warrants	
EXHIBIT 5.2(c)	.....Form of Series 2013-B Warrants	
EXHIBIT 5.2(e)	.....Schedule of Compound Accreted Value for Series 2013-B Warrants	
EXHIBIT 5.3(c)	.....Form of Series 2013-C Warrants	
EXHIBIT 5.3(e)	.....Schedule of Compound Accreted Value for Series 2013-C Warrants	
EXHIBIT 5.4(c)	.....Form of Series 2013-D Warrants	
EXHIBIT 5.5(c)	.....Form of Series 2013-E Warrants	
EXHIBIT 5.5(e)	.....Schedule of Compound Accreted Value for Series 2013-E Warrants	
EXHIBIT 5.6(c)	.....Form of Series 2013-F Warrants	
EXHIBIT 5.6(e)	.....Schedule of Compound Accreted Value for Series 2013-F Warrants	
EXHIBIT 9.2(b)	.....Requisition for Payments from Revenue Fund	
EXHIBIT 9.6(g)	.....Series 2013 Senior Lien Reserve Fund Letter of Credit Reimbursement Order	
EXHIBIT 9.7(g)	.....Series 2013 Subordinate Lien Reserve Fund Letter of Credit Reimbursement Order	
EXHIBIT 9.8(c)	.....Requisition for Payments from Capital Improvement Fund	
EXHIBIT 15.5	.....Schedule of Permitted Ratios of Senior Lien Obligations to Secured Obligations	
EXHIBIT 16.1(b)	.....Directions for Notices	

TRUST INDENTURE

THIS TRUST INDENTURE dated December 1, 2013 is entered into by **JEFFERSON COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the “Issuer”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as trustee (the “Trustee”).

Recitals

The Issuer has duly authorized the issuance of its (i) \$395,005,000.00 aggregate principal amount of Senior Lien Sewer Revenue Current Interest Warrants, Series 2013-A (the “Series 2013-A Warrants”), (ii) \$54,999,963.60 aggregate principal amount of Senior Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-B (the “Series 2013-B Warrants”), (iii) \$149,997,926.25 aggregate principal amount of Senior Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-C (the “Series 2013-C Warrants”), (iv) \$810,915,000.00 aggregate principal amount of Subordinate Lien Sewer Revenue Current Interest Warrants, Series 2013-D (the “Series 2013-D Warrants”), (v) \$50,271,496.05 aggregate principal amount of Subordinate Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-E (the “Series 2013-E Warrants”), and (vi) \$324,297,135.75 aggregate principal amount of Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-F (the “Series 2013-F Warrants”, and, together with the Series 2013-A Warrants, the Series 2013-B Warrants, the Series 2013-C Warrants, the Series 2013-D Warrants, and the Series 2013-E Warrants, the “Warrants”) pursuant to this Indenture.

The Issuer owns and operates a sanitary sewer system (the “System”) that currently serves customers in Jefferson County, Alabama and small portions of two adjacent counties. On November 9, 2011, the Issuer filed a petition for relief under Chapter 9 of Title 11 of the United States Code, thereby commencing Bankruptcy Case No. 11-05736-TBB9 (the “Bankruptcy Case”) before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the “Bankruptcy Court”). The Bankruptcy Court has confirmed the Issuer’s plan of adjustment (the “Confirmed Plan of Adjustment”), a material component of which is the restructuring of the Issuer’s financial obligations with respect to its System through the issuance of the Warrants pursuant to this Indenture.

Certain sewer revenue warrants of the Issuer are currently outstanding under that certain Trust Indenture dated as of February 1, 1997, as supplemented and amended (the “Retired Warrants Indenture”), between the Issuer and The Bank of New York Mellon, in its capacity as successor trustee (the “Retired Warrants Trustee”). The seven series of warrants outstanding as of the date hereof under the Retired Warrants Indenture are as follows: (1) Sewer Revenue Warrants, Series 1997-A, (2) Sewer Revenue Capital Improvement Warrants, Series 2001-A, (3) Sewer Revenue Capital Improvement Warrants, Series 2002-A, (4) Sewer Revenue Warrants, Series 2002-C, (5) Sewer Revenue Warrant, Series 2003-A, (6) Sewer Revenue Warrants, Series 2003-B, and (7) Sewer Revenue Warrants, 2003-C (collectively, the “Retired Warrants”).

The Warrants are being issued for the purpose of providing a large portion of the funds necessary to implement the Issuer’s Confirmed Plan of Adjustment. Pursuant to the Confirmed Plan of Adjustment, the Retired Warrants will not be paid in full, and the proceeds of the Warrants, together with certain funds of the Issuer and funds on deposit under the Retired Warrants Indenture, will be distributed to the holders of the Retired Warrants or will be distributed by or on behalf of the Issuer to pay certain other creditors of the Issuer, all in amounts specified in the Confirmed Plan of Adjustment. On the Effective Date, as such term is defined in the Confirmed Plan of Adjustment, the Retired Warrants and the Retired Warrants Indenture will be cancelled, and the Issuer will be released from all further obligations with respect thereto.

The Warrants are limited obligations of the Issuer payable solely out of the Trust Estate established under this Indenture, which includes the System Revenues described herein.

This Indenture pledges the gross revenues from the System (the “System Revenues”) for the benefit of the Holders of all debt obligations secured by this Indenture (all debt obligations secured by this Indenture, including the Warrants, being referred to collectively as “Secured Obligations”). The System Revenues and the General Indenture Funds are part of the General Trust Estate established under this Indenture. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment

from the General Trust Estate established under this Indenture; and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-A Warrants, the Series 2013-B Warrants and the Series 2013-C Warrants (also referred to collectively in this Indenture as the “Series 2013 Senior Lien Obligations”) are being issued as Senior Lien Obligations. The Series 2013-D Warrants, the Series 2013-E Warrants and Series 2013-F Warrants (also referred to collectively in this Indenture as the “Series 2013 Subordinate Lien Obligations”) are being issued as Subordinate Lien Obligations. This Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Series 2013 Senior Lien Obligations with respect to the General Trust Estate (subject to certain limitations described herein), and this Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Series 2013 Subordinate Lien Obligations with respect to the General Trust Estate.

Payment of the Series 2013 Senior Lien Obligations is further secured by the Series 2013 Senior Lien Trust Estate, which includes the Series 2013 Senior Lien Indenture Funds described herein, and which are held by the Trustee for the sole benefit of Holders of the Series 2013 Senior Lien Obligations. Payment of the Series 2013 Subordinate Lien Obligations is further secured by the Series 2013 Subordinate Lien Trust Estate, which includes the Series 2013 Subordinate Lien Indenture Funds described herein, and which are held by the Trustee for the sole benefit of the Holders of the Series 2013 Subordinate Lien Obligations.

The Series 2013 Senior Lien Trust Estate includes the Series 2013 Senior Lien Reserve Fund. The Series 2013 Senior Lien Reserve Fund is being collateralized with a letter of credit being issued contemporaneously with the issuance of the Warrants by JPMorgan Chase Bank. Likewise, the Series 2013 Subordinate Lien Trust Estate includes the Series 2013 Subordinate Lien Reserve Fund. The Series 2013 Subordinate Lien Reserve Fund is being collateralized with a letter of credit being issued contemporaneously with the issuance of the Warrants by JPMorgan Chase Bank. To the extent draws are made on the Series 2013 Senior Lien Reserve Fund Letter of Credit, the Issuer will provide its Senior Lien Reserve Fund Reimbursement Warrants to JPMorgan Chase Bank, in such principal amount or amounts that equal the applicable draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit. To the extent draws are made on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, the Issuer will provide its Subordinate Lien Reserve Fund Reimbursement Warrants to JPMorgan Chase Bank, in such principal amount or amounts that equal the applicable draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit. The Reserve Fund Warrants are being secured pursuant to a First Supplemental Trust Indenture dated December 1, 2013 (the “First Supplemental Indenture”), which is being entered into by the Issuer and the Trustee contemporaneously with this Indenture. The Reserve Fund Warrants are more particularly described in the First Supplemental Indenture.

The Confirmed Plan of Adjustment and related confirmation order provide a binding judicial determination that the Warrants, the Reserve Fund Warrants, this Indenture, the First Supplemental Indenture, the Rate Resolution, and the covenants made by the Issuer for the benefit of the holders of the Warrants (including the covenants provided for in *Section 10.9* of this Indenture) will constitute legal, valid, binding and enforceable obligations of the Issuer. The Confirmed Plan of Adjustment and related confirmation order further provide that the Commission shall adopt and maintain a sewer rate structure in accordance with the Rate Resolution and as necessary for the Issuer to satisfy its obligations arising under the Warrants and this Indenture, including increases in sewer rates to the extent necessary to allow the timely satisfaction of the Issuer’s obligations under this Indenture.

All things have been done which are necessary to make the Warrants, when executed by the Issuer and authenticated and delivered by the Trustee hereunder, the valid obligations of the Issuer, and to constitute this Indenture a valid trust indenture for the security of the Secured Obligations, in accordance with the terms of this Indenture.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

It is hereby covenanted and declared that all the Warrants are to be authenticated and delivered and the property subject to this Indenture is to be held and applied by the Trustee, subject to the covenants, conditions and trusts hereinafter set forth, and the Issuer does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit (except as otherwise expressly provided herein) of all Warrants as follows:

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.1 Definitions

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“**Accreted Value**” means, on any date of calculation or determination with respect to any Capital Appreciation Obligations or Convertible Capital Appreciation Obligations, the sum of the Initial Principal Amount of such warrants plus the amount of interest accreted on such warrants to and including such date.

“**Act**” means Act No. 716 adopted at the 1900-01 Session of the Alabama Legislature, pursuant to which the Issuer is authorized to levy an ad valorem tax for the benefit of the System.

“**Act of Bankruptcy**” means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by the Issuer after the effective date of this Indenture under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect.

“**Additional Secured Obligation Reserve Fund Requirement**” means, with respect to Secured Obligations issued after the date of issuance of the Warrants, the amount required to be on deposit in any Secured Obligation Reserve Fund established pursuant to a Supplemental Indenture.

“**Affiliate**” of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, “control” when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Amendment 73**” means Amendment 73 to the Constitution of the State.

“**Authorized Denominations**” means (i) with respect to the Series 2013-A Warrants or the Series 2013-D Warrants, a principal amount equal to \$5,000 or any integral multiple thereof, (ii) with respect to the Series 2013-B Warrants or Series 2013-E Warrants, a principal amount or Accreted Value due at maturity equal to \$5,000 or any integral multiple thereof, (iii) with respect to the Series 2013-C Warrants or Series 2013-F Warrants, a principal amount or Accreted Value at the Current Interest Commencement Date equal to \$5,000 or any integral multiple thereof, and from and after the Current Interest Commencement Date, a principal amount equal to \$5,000 or any integral multiple thereof, (iv) with respect to additional Secured Obligations, the amount specified in a Supplemental Indenture.

“**Authorized Issuer Representative**” means the President of the Commission, the County Manager, the Chief Financial Officer of the Issuer, or any other officer or agent of the Issuer authorized by resolution of the Commission to act as “Authorized Issuer Representative” for purposes of the Secured Obligation Documents.

“**Balloon Debt**” means Current Interest Obligations 50% or more of the original principal amount of which matures during any 12-month period. For purposes of this definition, the principal amount of Secured Obligations required to be redeemed prior to maturity shall be deemed payable on the mandatory redemption date rather than at maturity. For the avoidance of doubt, this definition shall not apply to Capital Appreciation Obligations or to Convertible Capital Appreciation Obligations prior to the Current Interest Commencement Date applicable thereto.

“**Bankruptcy Case**” means *In re Jefferson County, Alabama*, Case No. 11-05736-TBB9 adjudicated in the Bankruptcy Court.

“Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Alabama, Southern Division.

“Book Entry System” means the electronic system maintained by DTC for the ownership, transfer, exchange and payment of debt obligations.

“Budgeted System Costs” means all reasonable and necessary direct or indirect expenses of operating and maintaining the System projected to be payable from System Revenues for a Fiscal Year other than (i) Debt Service Requirements, (ii) all amounts payable on Unsecured Obligations, (iii) Capital Improvements, (iv) depreciation, (v) amortization, (vi) other non-cash expenses, and (vii) customer security deposits.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which the Trustee is authorized to be closed under general law or regulation applicable in the place where the Trustee performs its business with respect to the Indenture.

“Callable Warrants” means Warrants that are subject to redemption at the option of the Issuer.

“Capital Appreciation Obligations” means warrants or other debt obligations that do not pay interest on a current basis to the Holders thereof, but rather accrete in value over time as provided in the Indenture or Supplemental Indenture pursuant to which such obligations are issued.

“Capital Improvement Fund” means the fund established pursuant to *Section 9.8*.

“Capital Improvements” means improvements or additions to the System that are chargeable to the Issuer’s capital account (or could be chargeable if so elected by the Issuer) determined in accordance with generally accepted accounting principles.

“Collateral Draw” means a draw on either or both of the Series 2013 Senior Lien Reserve Fund Letter of Credit or the Series 2013 Subordinate Lien Reserve Fund Letter of Credit in connection with the failure of JPMorgan Chase Bank to deliver collateral as provided in *Section 9.6(b)(3)* or *9.7(b)(3)*.

“Commission” means the Jefferson County Commission, the governing body of the Issuer.

“Compounding Date” means, with respect to a Capital Appreciation Warrant or a Convertible Capital Appreciation Warrant, the periodic date on which the Accreted Value on such Warrant is to be compounded. The Compounding Dates applicable to the Series 2013-B Warrants are specified in *Section 5.2(d)*; the Compounding Dates applicable to the Series 2013-C Warrants are specified in *Section 5.3(d)*; the Compounding Dates applicable to the Series 2013-E Warrants are specified in *Section 5.5(d)*; and the Compounding Dates applicable to the Series 2013-F Warrants are specified in *Section 5.6(d)*. The Compounding Date applicable to any other Secured Obligations shall be set forth in a Supplemental Indenture pursuant to which such Secured Obligations are issued.

“Confirmed Plan of Adjustment” means the Issuer’s chapter 9 plan of adjustment, as confirmed by order of the Bankruptcy Court (Docket No. [____]) in the Bankruptcy Case.

“Consent Decree” means the order entered by the United States District Court for the Northern District of Alabama in the consolidated cases styled *Kipp v. Jefferson County, Alabama* (Civil Action No. 93-G-2492-S) and *United States v. Jefferson County, Alabama* (Civil Action No. 94-G-2947-S) requiring the Issuer to undertake remedial actions with respect to the System.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement entered into by the Issuer in connection with the issuance of the Warrants.

“Convertible Capital Appreciation Obligations” means warrants or other debt obligations that, for an initial period of time, do not pay interest on a current basis to the Holders thereof, but rather accrete in value until the Current Interest Commencement Date applicable to such obligations, and from such date, provide for interest to

be paid to the Holders thereof at least annually, or more frequently, all as provided in the Indenture or Supplemental Indenture pursuant to which such obligations are issued.

“**Costs of Issuance**” means the expenses incurred in connection with the issuance of any Secured Obligations, including legal, consulting, accounting and underwriting fees and expenses.

“**Costs of Issuance Fund**” means the fund established pursuant to *Section 9.9*.

“**Credit Enhancement**” means a facility provided by a third party that provides a guaranty or other assurance for the payment of Debt Service on Secured Obligations or the purchase price of Secured Obligations tendered for purchase pursuant to optional or mandatory tender provisions applicable to such Secured Obligations, or both, including bond insurance, a letter of credit, or a standby warrant purchase agreement.

“**Current Interest Commencement Date**” means the date upon which (A) the Accreted Value of Convertible Capital Appreciation Obligations is converted to principal for the purpose of calculating future interest and (B) Convertible Capital Appreciation Obligations cease accreting interest and begin to accrue current interest. The Current Interest Commencement Date applicable to the Series 2013-C Warrants is specified in *Section 5.3(d)*, and the Current Interest Commencement Date applicable to the Series 2013-F Warrants is specified in *Section 5.6(d)*.

“**Current Interest Obligations**” means warrants or other debt obligations that provide for interest to be paid to the Holders thereof at least annually as provided in the Indenture or Supplemental Indenture pursuant to which such warrants are issued.

“**Debt Service**” means the principal, redemption premium (if any), and interest, whether accrued or accreted, payable on Secured Obligations.

“**Debt Service Requirements**” for any Fiscal Year means the scheduled Debt Service payments on Secured Obligations due and payable on January 1, April 1 and July 1 during such Fiscal Year and on the October 1 immediately succeeding such Fiscal Year (Debt Service payable on October 1 during the Fiscal Year for which such computation is made being excluded from this calculation); provided, however, that:

(1) The principal amount of Secured Obligations subject to scheduled mandatory redemption in any Fiscal Year shall be deemed to be payable in such Fiscal Year rather than the Fiscal Year of the stated maturity of such Secured Obligations.

(2) With respect to Secured Obligations bearing interest at a variable rate, the amount of interest payable during any period for which the actual rate cannot be determined shall be projected using the Index Rate.

(3) If Secured Obligations have been Defeased, all principal and interest due on such Secured Obligations after the effective date of such Defeasance shall be excluded from Debt Service Requirements.

(4) Interest payments on Secured Obligations which are entitled to payments under any federal government assistance program (such as the program for Build America Bonds under the American Recovery and Reinvestment Act of 2009 or similar program):

(A) with respect to calculations which are retrospective in nature, shall be reduced by the amount of any subsidy or credit payments to which the Issuer actually received; and

(B) with respect to calculations which involve the then current Fiscal Year or are prospective in nature, shall be reduced by the amount of any subsidy or credit payments to which the Issuer is entitled.

(5) Unscheduled principal payments (including principal payments resulting from the optional redemption of Secured Obligations or the purchase and retirement of Secured Obligations) shall be excluded from Debt Service Requirements.

(6) The repurchase obligation with respect to Secured Obligations subject to optional or mandatory tender for purchase shall be disregarded on any date of determination if the repurchase obligation of the Issuer is secured by Credit Enhancement on such date.

(7) With respect to Secured Obligations constituting Balloon Debt, Debt Service payable on such Secured Obligations shall be projected assuming (i) that the principal balance of such Secured Obligations on the date of determination is refinanced on the date of determination over a term equal to forty years less the number of whole years that have elapsed since such Secured Obligations were issued, (ii) that such principal balance will bear interest at the Index Rate, and (iii) that Debt Service on such Secured Obligations after the date of determination will be payable in approximately equal annual installments sufficient to pay both principal and interest.

“**Defaulted Interest**” means any interest on any Secured Obligation which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date.

“**Defeased**” or “**Defeasance**”, when used with respect to Indenture Indebtedness, shall have the meaning assigned in *Section 14.1*.

“**DTC**” means The Depository Trust Company and its successors and assigns.

“**Enabling Law**” means Title 11, Chapter 28 (Sections 11-28-1 *et seq.*) of the Code of Alabama 1975.

“**Favorable Tax Opinion**” means an Opinion of Counsel delivered by an attorney or firm of attorneys which is nationally recognized as bond counsel, stating in effect that the proposed action, together with any other changes with respect to Secured Obligations made or to be made in connection with such action, will not cause interest on the Secured Obligations to become includible in gross income of the Holders for purposes of federal income taxation.

“**Federal Securities**” means noncallable, nonprepayable, direct obligations of, or obligations the full and timely payment of which is guaranteed by, the United States of America.

“**Financing Participants**” means the Issuer and the Trustee.

“**First Supplemental Indenture**” means that certain First Supplemental Trust Indenture dated December 1, 2013 between the Issuer and the Trustee pursuant to which the Issuer’s Reserve Fund Warrants are secured.

“**Fiscal Year**” means the fiscal year of the Issuer ending as of September 30 (or such other date as established from time to time by requisite action of the Commission) of each year.

“**Fitch**” means Fitch Ratings, Inc.

“**General Indenture Funds**” has the meaning assigned in *Section 3.1(a)*.

“**General Trust Estate**” has the meaning assigned in *Section 3.1(a)*.

“**Holder**” or “**Warrantholder**” means:

(1) When used with respect to any Warrant, means (i) if the Book Entry System is not in effect, the person in whose name such Warrant is registered on the Warrant Register maintained by the Trustee and (ii) if the Book Entry System is in effect, the beneficial owner of such Warrant on the records maintained pursuant to the Book Entry System.

(2) When used with respect to any Secured Obligation other than Warrants, the owner of such Secured Obligation under the terms of the instrument authorizing the issuance of such Secured Obligation.

“**Indenture**” means this instrument as originally executed or as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental hereto entered into pursuant to the applicable provisions hereof, including Supplemental Indentures executed with respect to additional Secured Obligations as provided in *Article 8*.

“**Indenture Default**” shall have the meaning assigned in *Section 11.1*. An Indenture Default shall “exist” if an Indenture Default shall have occurred and be continuing.

“**Indenture Funds**” means any fund or account established pursuant to this Indenture.

“**Indenture Indebtedness**” means all indebtedness of the Issuer at the time secured by this Indenture, including (a) Secured Obligations, (b) all reasonable fees, charges and disbursements of the Trustee for services performed (including administration), disbursements made or enforcement of rights provided Holders under this Indenture and (c) all amounts due and payable with respect to Credit Enhancement.

“**Independent Certified Public Accountant**” means a person or firm who (i) has a favorable regional or national reputation for skill and experience in governmental accounting, (ii) shall be appointed by the Issuer, (iii) does not have any direct financial interest or any material indirect financial interest in the Issuer or any Affiliate of the Issuer, (iv) does not serve as a member of the governing body of the Issuer or any Affiliate of the Issuer, and (v) is not employed by the Issuer or any Affiliate of the Issuer; provided that an Independent Certified Public Accountant may be the same person or firm which prepares the Issuer’s audited financial statements.

“**Independent Consultant**” means a person or firm who (i) has a favorable regional or national reputation for skill and experience in the operations and financial affairs of sewer systems, (ii) shall be appointed by the Issuer, (iii) does not have any direct financial interest or any material indirect financial interest in the Issuer or any Affiliate of the Issuer, (iv) does not serve as a member of the governing body of the Issuer or any Affiliate of the Issuer, and (v) is not employed by the Issuer or any Affiliate of the Issuer.

“**Index Rate**” shall mean the “Bond Buyer Revenue Bond Index” rate for 30-year tax-exempt revenue bonds, as published by *The Bond Buyer* on any date selected by the Issuer that is within 30 days prior to the date of such determination; provided, however, that if *The Bond Buyer* (or a successor publication) ceases to publish such index, the Index Rate shall be a comparable index selected by the Issuer.

“**Initial Principal Amount**” means the principal amount of Capital Appreciation Obligations or Convertible Capital Appreciation Obligations (prior to the applicable Current Interest Commencement Date), from which interest accretes. The Initial Principal Amount of the Series 2013-B Warrants is specified in *Section 5.2(b)*; the Initial Principal Amount of the Series 2013-C Warrants is specified in *Section 5.3(b)*; the Initial Principal Amount of the Series 2013-E Warrants is specified in *Section 5.5(b)*; and the Initial Principal Amount of the Series 2013-F Warrants is specified in *Section 5.6(b)*. The Initial Principal Amount applicable to any other Secured Obligations shall be set forth in a Supplemental Indenture pursuant to which such Secured Obligations are issued.

“**Insured Series 2013 Warrants**” shall mean, collectively, the Series 2013-A Warrants, the Series 2013-B Warrants and the Series 2013-C Warrants.

“**Interest Payment Date**” means (i) when used with respect to any installment of interest on a Warrant, the date specified in this Indenture as the date on which such installment of interest is due and payable, and (ii) when used with respect to any installment of interest on any other Secured Obligation, the date specified in the related Supplemental Indenture as the date on which any installment of interest on such other Secured Obligation is due and payable.

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Issuer**” means Jefferson County, Alabama, a political subdivision of the State.

“**JPMorgan Chase Bank**” means JPMorgan Chase Bank, National Association, the issuer of the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit.

“**Maturity Date**” means (i) when used with respect to any Warrant, the date specified herein and in such Warrant as the date on which principal or Accreted Value of such Warrant is due and payable, (ii) when used with respect to any other Secured Obligation, the date specified in the related Supplemental Indenture as the date on which the principal or Accreted Value of such Secured Obligation is due and payable.

“**Maximum Variable Rate**” means 12% per annum.

“**Minute Clerk**” means the employee of the Issuer designated by the Commission as the custodian of the official records of the proceedings of the Commission.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Net Revenues**” means the excess of System Revenues, income and gains from the System over expenses (including Operating Expenses to the extent in excess of Sewer Tax Proceeds) and losses from the System for the Fiscal Year in question, calculated in accordance with generally accepted accounting principles as used in preparing the most recent audited financial statements of the Issuer; provided, however, that for purposes of computing Net Revenues the following items shall be excluded from this computation: (a) Debt Service paid on all Secured Obligations, (b) all amounts payable on Unsecured Obligations, (c) expenditures for Capital Improvements, (d) depreciation and amortization, (e) unrealized gains or losses on investments, (f) other non-cash expenses, and (g) customer security deposits.

“**Obligor Obligations**” means Secured Obligations registered in the name of (or in the name of a nominee for) the Issuer, or any Affiliate of the Issuer. The Trustee may assume that no Secured Obligations are Obligor Obligations unless it has actual notice to the contrary.

“**Office of the Trustee**” means the office of the Trustee for hand delivery of notices, as specified pursuant to *Section 16.1*.

“**Operating Account**” means an account established by the Issuer in accordance with the provisions of *Section 9.5*.

“**Operating Expenses**” means all reasonable and necessary direct or indirect expenses of operating and maintaining the System determined in accordance with generally accepted accounting principles.

“**Opinion of Counsel**” means an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this Indenture, the attorney or attorneys rendering such opinion may be counsel for one or more of the Financing Participants, including counsel in the full-time employment of a Financing Participant.

“**Outstanding**”, when used with respect to Secured Obligations means, as of the date of determination, all Secured Obligations authenticated and delivered under this Indenture, except:

- (a) Secured Obligations cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Secured Obligations for whose payment or redemption money in the necessary amount has been deposited with the Trustee in trust for the Holders of such Secured Obligations, provided that, if such Secured Obligations are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(c) Secured Obligations in exchange for or in lieu of which other Secured Obligations have been authenticated and delivered under this Indenture;

provided, however, that in determining whether the Holders of the requisite principal amount of Secured Obligations Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Secured Obligations owned by the Issuer shall be disregarded and deemed not to be Outstanding. Obligor Obligations which have been pledged in good faith may be regarded as Outstanding for such purposes if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Warrants and that if such pledgee was the Holder such Warrants would not be considered Obligor Obligations.

"Post-Default Rate" means (a) when used with respect to any payment of Debt Service on any Warrant, the interest rate applicable to such Warrant on the date such Debt Service became due, (b) when used with respect to any payment of Debt Service on any additional Secured Obligation issued hereunder, the interest rate specified in the applicable Supplemental Indenture, and (c) when used with respect to all other payments due under this Indenture, a variable rate equal to the "Prime Rate" as published in *The Wall Street Journal* plus 2.0% (200 basis points), in each case computed on the basis of a 365 or 366-day year, as the case may be, for actual days elapsed; provided that the Post-Default Rate shall never exceed 12% per annum.

"Qualified Investments" means:

- (a) Federal Securities;
- (b) obligations of the State, or obligations of any county or municipal corporation of the State, provided such obligations are rated by a Rating Agency in any one of the three highest rating categories (without regard to variations within a category);
- (c) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States;
- (d) Obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States:
 - (1) Farmers Home Administration,
 - (2) General Services Administration,
 - (3) U. S. Maritime Administration,
 - (4) Small Business Administration,
 - (5) Government National Mortgage Association (GNMA),
 - (6) U. S. Department of Housing and Urban Development (HUD), or
 - (7) Federal Housing Administration (FHA);
- (e) U. S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975;
- (f) Pre-refunded public obligations, defined as follows: Any bonds or other obligations of any state of the United States or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call on the date specified in the notice, and (ii) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in subdivision (b) above, which fund may be applied only to the payment of such principal of and

interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (iii) which fund is sufficient, as verified by an Independent Certified Public Accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this paragraph, as appropriate, and (iv) which are rated, based on the escrow, in the highest rating category of S&P and Moody's, or any successors thereto; or

(g) Interests, however evidenced, in any common trust fund or other collective investment fund maintained by any national or state chartered bank, trust company or savings association having trust powers (including the Trustee or an affiliate of the Trustee), or securities of or other interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, so long as all of the following requirements are met at the time of purchase and during the term of investment: (i) At least 65% of the portfolio of such common trust fund, collective investment fund or investment company or investment trust must consist of investments authorized in subdivisions (b), (c), (d), or (e) above, and (ii) the remainder of the portfolio (if any, but not more than 35%) may consist only of the following investments: (y) obligations issued or guaranteed by the following agencies (stripped securities are only permitted if such security is created by the agency itself): Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), including FNMA, and FHLMC participation certificates, Federal Land Banks, Central Bank for Cooperatives, Federal Intermediate Credit Banks, Student Loan Marketing Association, and Federal Home Loan Banks, or (z) repurchase agreements fully collateralized by obligations, securities or investments otherwise authorized under subclauses (i) and (ii) of this paragraph (g), so long as the common trust fund, collective investment fund, investment company or investment trust takes possession and delivery of the collateral for any repurchase agreement either directly or through an authorized custodian. The fact that any financial institution making such investment on behalf of the Issuer, or any affiliate of such financial institution, is providing services to the investment company or investment trust as an investment advisor, sponsor, distributor, custodian, transfer agent, registrar, or otherwise, and is receiving reasonable remuneration for such services, shall not preclude such institution from making the investment in the securities of such investment company or investment trust; provided, however, that with respect to any account for which fees are charged for such services, the said financial institution shall disclose (by prospectus, account statement or otherwise) to the Issuer or to any third party directing investments the basis (expressed as a percentage of asset value or otherwise) upon which the fee is calculated.

“**Rate Resolution**” means that certain resolution duly adopted by the Commission on September 23, 2013 and recorded in Minute Book 165, Pages 330 through 344 of the official records of the Commission.

“**Rating Agency**” means Moody’s, S&P, Fitch and any other nationally recognized securities rating agency specified by the Issuer.

“**Rebate Liability**” means the amount of any rebate due to the United States Treasury with respect to any series of Secured Obligations pursuant to Section 148(f) of the Internal Revenue Code.

“**Regular Record Date**” means the 15th day (whether or not a Business Day) of the month preceding each Interest Payment Date.

“**Required Coverage Ratios**” means the following ratios:

(1) *Senior Debt Ratio.* Net Revenues for the Fiscal Year in question must be not less than 125% of Debt Service Requirements on Senior Lien Obligations payable during such Fiscal Year.

(2) *All-In Debt Ratio.* Net Revenues for the Fiscal Year in question must be not less than 110% of Debt Service Requirements on all Secured Obligations payable during such Fiscal Year.

The Issuer must satisfy both ratios in order to be in compliance with the Required Coverage Ratios.

“**Required Operating Reserve**”, when used with respect to any Fiscal Year, means an amount equal to 1/4 of the total Budgeted System Costs projected by the Issuer’s operating budget for the System for such Fiscal Year prepared pursuant to *Section 10.8(f)*.

“**Required Transfer or Deposit**” means any payment, transfer or deposit provided for in *Sections 9.2(a)(1)* through *(5)*.

“**Reserve Fund Requirement**” means the sum of the Series 2013 Senior Lien Reserve Fund Requirement, the Series 2013 Subordinate Lien Reserve Fund Requirement and any Additional Secured Obligation Reserve Fund Requirement.

“**Reserve Fund Warrants**” means, collectively, the Issuer’s Senior Reserve Fund Reimbursement Warrants and Subordinate Lien Reserve Fund Reimbursement Warrants, secured by and authorized to be issued pursuant to the First Supplemental Indenture.

“**Retired Warrants**” means the Issuer’s (1) Sewer Revenue Warrants, Series 1997-A, (2) Sewer Revenue Capital Improvement Warrants, Series 2001-A, (3) Sewer Revenue Capital Improvement Warrants, Series 2002-A, (4) Sewer Revenue Warrants, Series 2002-C, (5) Sewer Revenue Warrant, Series 2003-A, (6) Sewer Revenue Warrants, Series 2003-B, and (7) Sewer Revenue Warrants, 2003-C.

“**Retired Warrants Trustee**” means The Bank of New York Mellon.

“**Revenue Fund**” means the fund established pursuant to *Section 9.1*.

“**S&P**” means Standard & Poor’s Financial Services, LLC.

“**Secured Obligation Debt Service Funds**” means the Series 2013 Senior Lien Debt Service Fund, the Series 2013 Subordinate Lien Debt Service Fund and any fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(F)* for the payment of Debt Service on Secured Obligations.

“**Secured Obligation Documents**” means this Indenture (including all Supplemental Indentures) and the Secured Obligations.

“**Secured Obligation Reserve Funds**” means the Series 2013 Senior Lien Reserve Fund, the Series 2013 Subordinate Lien Reserve Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(G)* to secure payment of Secured Obligations.

“**Secured Obligations**” means Senior Lien Obligations and Subordinate Lien Obligations.

“**Senior Lien Debt Service Fund**” means the Series 2013 Senior Lien Debt Service Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(F)* for the payment of Debt Service on Senior Lien Obligations.

“**Senior Lien Obligations**” means warrants or other debt obligations that are payable pursuant to the priority established by *Section 9.2(a)(1)* whether issued under this Indenture or pursuant to a Supplemental Indenture.

“**Senior Lien Reserve Fund**” means the Series 2013 Senior Lien Reserve Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(G)* to secure payment of Senior Lien Obligations.

“**Series 2013 Clearing Account**” means the account established pursuant to *Sections 5.7(a)* and *9.10* for the initial receipt and distribution of proceeds from the initial sale and delivery of the Warrants and of amounts remitted by the Refunded Warrants Trustee pursuant to the Confirmed Plan of Adjustment.

“**Series 2013 Insurance Policy**” means that certain municipal bond insurance policy number 215852-N issued by the Series 2013 Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Series 2013 Warrants when due. The Series 2013 Insurance Policy shall constitute Credit Enhancement.

“**Series 2013 Insurer**” shall mean Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

“**Series 2013 Senior Collateral Agreement**” means that certain Series 2013 Senior Collateral Support Agreement between the Trustee and JPMorgan Chase Bank dated the date of this Indenture governing JPMorgan Chase Bank’s collateral delivery obligations with respect to the Series 2013 Senior Lien Reserve Fund Letter of Credit.

“**Series 2013 Senior Lien Debt Service Fund**” means the fund established pursuant to *Section 9.3*.

“**Series 2013 Senior Lien Indenture Funds**” has the meaning assigned in *Section 3.1(b)*.

“**Series 2013 Senior Lien Obligations**” means the Series 2013-A Warrants, the Series 2013-B Warrants, and the Series 2013-C Warrants.

“**Series 2013 Senior Lien Reserve Fund**” means the fund established pursuant to *Section 9.6*.

“**Series 2013 Senior Lien Reserve Fund Letter of Credit**” means that certain irrevocable letter of credit no. CTCS-795243 issued by JPMorgan Chase Bank and delivered to the Trustee as security for the Series 2013 Senior Lien Reserve Fund. The Series 2013 Senior Lien Reserve Fund Letter of Credit shall constitute Credit Enhancement.

“**Series 2013 Senior Lien Reserve Fund Requirement**”, as determined on the date of initial delivery of the Series 2013 Senior Lien Obligations pursuant to *Section 9.6*, means the lesser of (a) 125% of the average annual Debt Service Requirements on the Series 2013 Senior Lien Obligations Outstanding, (b) maximum annual Debt Service Requirements on the Series 2013 Senior Lien Obligations Outstanding, or (c) 10% of the principal amount of the Series 2013 Senior Lien Obligations Outstanding. On the date of initial delivery of the Series 2013 Senior Lien Obligations, the Series 2013 Senior Lien Reserve Fund Requirement is \$60,000,288.

“**Series 2013 Senior Lien Trust Estate**” has the meaning assigned in *Section 3.1(b)*.

“**Series 2013 Subordinate Collateral Agreement**” means that certain Series 2013 Subordinate Collateral Support Agreement between the Trustee and JPMorgan Chase Bank dated the date of this Indenture governing JPMorgan Chase Bank’s collateral delivery obligations with respect to the Series 2013 Subordinate Lien Reserve Fund Letter of Credit.

“**Series 2013 Subordinate Lien Debt Service Fund**” means the fund established pursuant to *Section 9.4*.

“**Series 2013 Subordinate Lien Indenture Funds**” has the meaning assigned in *Section 3.1(c)*.

“**Series 2013 Subordinate Lien Obligations**” means the Series 2013-D Warrants, the Series 2013-E Warrants, and the Series 2013-F Warrants.

“**Series 2013 Subordinate Lien Reserve Fund**” means the fund established pursuant to *Section 9.7*.

“**Series 2013 Subordinate Lien Reserve Fund Letter of Credit**” means that certain irrevocable letter of credit no. CTCS-795246 issued by JPMorgan Chase Bank and delivered to the Trustee as security for the Series

2013 Subordinate Lien Reserve Fund. The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall constitute Credit Enhancement.

“**Series 2013 Subordinate Lien Reserve Fund Requirement**” as determined on the date of initial delivery of the Series 2013 Subordinate Lien Obligations pursuant to **Section 9.7**, means the lesser of (a) 125% of the average annual Debt Service Requirements on the Series 2013 Subordinate Lien Obligations Outstanding, (b) maximum annual Debt Service Requirements on the Series 2013 Senior Lien Obligations Outstanding, or (c) 10% of the principal amount of the Series 2013 Subordinate Lien Obligations Outstanding as of the date of original issuance. On the date of initial delivery of the Series 2013 Subordinate Lien Obligations, the Series 2013 Subordinate Lien Reserve Fund Requirement is \$118,548,363.

“**Series 2013 Subordinate Lien Trust Estate**” has the meaning assigned in **Section 3.1(c)**.

“**Series 2013-A Warrants**” means the Issuer’s \$395,005,000.00 Senior Lien Sewer Revenue Current Interest Warrants, Series 2013-A, issued pursuant to this Indenture. The Series 2013-A Warrants are being issued as Senior Lien Obligations and as Current Interest Obligations.

“**Series 2013-B Warrants**” means the Issuer’s \$54,999,963.60 Senior Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-B, issued pursuant to this Indenture. The Series 2013-B Warrants are being issued as Senior Lien Obligations and as Capital Appreciation Obligations.

“**Series 2013-C Warrants**” means the Issuer’s \$149,997,926.25 Senior Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-C, issued pursuant to this Indenture. The Series 2013-C Warrants are being issued as Senior Lien Obligations and as Convertible Capital Appreciation Obligations.

“**Series 2013-D Warrants**” means the Issuer’s \$810,915,000.00 Subordinate Lien Sewer Revenue Current Interest Warrants, Series 2013-D, issued pursuant to this Indenture. The Series 2013-D Warrants are being issued as Subordinate Lien Obligations and as Current Interest Obligations.

“**Series 2013-E Warrants**” means the Issuer’s \$50,271,496.05 Subordinate Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-E, issued pursuant to this Indenture. The Series 2013-E Warrants are being issued as Subordinate Lien Obligations and as Capital Appreciation Obligations.

“**Series 2013-F Warrants**” means the Issuer’s \$324,297,135.75 Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-F, issued pursuant to this Indenture. The Series 2013-F Warrants are being issued as Subordinate Lien Obligations and as Convertible Capital Appreciation Obligations.

“**Sewer Tax Proceeds**” means the proceeds from the ad valorem tax levied by the Issuer pursuant to authority granted by the Act.

“**Special Record Date**” for the payment of any Defaulted Interest on the Warrants means a date fixed by the Trustee pursuant to **Section 4.1(b)(7)** or **Section 4.2(I)**. The Special Record Date for additional Secured Obligations shall be set forth in a Supplemental Indenture pursuant to which such Secured Obligations are issued.

“**State**” means the State of Alabama.

“**Subordinate Lien Debt Service Fund**” means the Series 2013 Subordinate Lien Debt Service Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of **Section 8.2(a)(I)(F)** for the payment of Debt Service on Subordinate Lien Obligations.

“**Subordinate Lien Obligations**” means warrants or other debt obligations that are payable pursuant to the priority established by **Section 9.2(a)(3)** whether issued pursuant to this Indenture or pursuant to a Supplemental Indenture.

“**Subordinate Lien Reserve Fund**” means the Series 2013 Subordinate Lien Reserve Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(G)* to secure payment of Subordinate Lien Obligations.

“**Supplemental Indenture**” means a supplement to this Indenture authorizing the issuance of Secured Obligations that meets the requirements of *Article 8*.

“**System**” means the sanitary sewer system owned and operated by the Issuer, as now or hereafter constituted.

“**System Revenues**” means all revenues derived from the ownership or operation of the System.

“**Tax Certificate and Agreement**” means (a) that certain Tax Certificate and Agreement entered into by the Issuer contemporaneously with the issuance of the Warrants and (b) any similar agreement entered into by the Issuer contemporaneously with the issuance of additional Secured Obligations the interest on which is excluded from gross income of the holders of such Secured Obligations for purposes of federal income taxation.

“**Tenor**”, when used to describe the distinguishing characteristics of a Secured Obligation or group of Secured Obligations, means the series designation, Maturity Date, interest rate and CUSIP number of such Secured Obligation or group of Secured Obligations. Secured Obligations of the same Tenor have the same series designation, Maturity Date, interest rate and CUSIP number.

“**Term Warrants**” means Warrants subject to scheduled mandatory redemption in accordance with the provisions of *Section 7.1(b)* or *7.1(f)*.

“**Trust Estate**” means the General Trust Estate, the Series 2013 Senior Lien Trust Estate and the Series 2013 Subordinate Lien Trust Estate, and for any particular series of Secured Obligations, the funds designated pursuant to *Section 8.2(a)(1)(H)*.

“**Trustee**” means Wells Fargo Bank, National Association, a national banking association, as trustee, until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Trustee” means such successor.

“**Unsecured Obligations**” means any (a) debt, (b) contract entered into with respect to interest rate exchange agreements with respect to debt, or (c) other contractual obligations of the Issuer (other than Operating Expenses) that are undertaken for the benefit of the System and are either (i) payable from System Revenues but are not secured by a pledge of the System Revenues or (ii) payable from System Revenues but are secured by a pledge of the System Revenues that is subject and subordinate to the lien of this Indenture.

“**Warrant Payment Date**” means each date on which Debt Service is payable on Warrants, including any date fixed for redemption of Warrants.

“**Warrant Register**” means the register or registers for the registration and transfer of Warrants maintained by the Issuer at the Office of the Trustee pursuant to *Sections 4.1(b)(1)* and *4.2(c)*.

“**Warrants**” means, collectively, the Series 2013-A Warrants, the Series 2013-B Warrants, the Series 2013-C Warrants, the Series 2013-D Warrants, the Series 2013-E Warrants, and the Series 2013-F Warrants issued pursuant to this Indenture.

SECTION 1.2 General Rules of Construction

For all purposes of this 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) The definitions in the recitals to this instrument are for convenience only and shall not affect the construction of this instrument.

(c) 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 applicable to the Issuer. All references herein to “generally accepted accounting principles” refer to such principles as they exist as of the date of application thereof.

(d) All references in this instrument to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(e) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(f) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(g) 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.

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

SECTION 1.3 Effect of Action by Holders of Secured Obligations

Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Secured Obligation shall bind every future Holder of the same Secured Obligation and the Holder of every Secured Obligation issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Secured Obligation.

SECTION 1.4 Effect of Headings and Table of Contents

The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 1.5 Date of Indenture

The date of this Indenture is intended as and for a date for the convenient identification of this Indenture and is not intended to indicate that this Indenture was executed and delivered on said date.

SECTION 1.6 Separability Clause

If any provision in this Indenture or in the Secured Obligations shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.7 Governing Law

This Indenture shall be construed in accordance with and governed by the laws of the State. The provisions of this Indenture, all covenants contained herein, and all actions to be taken hereunder shall be subject to the laws of the State.

SECTION 1.8 Counterparts

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 1.9 Designation of Time for Performance

Except as otherwise expressly provided herein, any reference in this Indenture to the time of day means (i) if the Book Entry System is in effect, the time of day in the city where DTC maintains its place of business for the performance of its obligations under the Book Entry System or (ii) if the Book Entry System is no longer in effect, the time of day in the city where the Trustee maintains its place of business for the performance of its obligations under this Indenture.

ARTICLE 2

Source of Payment

SECTION 2.1 Limited Source of Payment of Secured Obligations

The Secured Obligations and any other payment obligations under this Indenture are limited obligations of the Issuer payable solely out of the Trust Estate. The Secured Obligations and any other payment obligations under this Indenture shall not constitute or give rise to a general indebtedness or liability of, and shall not constitute a charge against the general credit or taxing powers of, the Issuer. The State shall have no liability whatsoever to make any payment under this Indenture.

SECTION 2.2 Officials, Officers and Employees of the Issuer Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this Indenture, or of any Secured Obligations, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Indenture and the Secured Obligations issued hereunder are solely the limited obligations of the Issuer, and that no personal or pecuniary liability whatsoever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Secured Obligations, or under or by reason of the covenants or agreements contained in this Indenture or in any Secured Obligations or implied therefrom. The provisions of this *Section 2.2* are not intended to preclude the enforcement of remedies provided for in *Article 11* against the Trust Estate secured by this Indenture.

ARTICLE 3

Security for Payment

SECTION 3.1 Pledge and Assignment

(a) **General Trust Estate for Benefit of all Secured Obligations.** To secure the payment of Debt Service on the Secured Obligations and the performance of the covenants contained in this Indenture that are for the benefit of all Secured Obligations, and in consideration of the premises and of the purchase of the Secured Obligations by the Holders thereof, the Issuer hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the following property:

(1) **System Revenues.** All right, title and interest of the Issuer in and to the System Revenues and all rights to receive the same.

(2) **General Indenture Funds.** Money and investments from time to time on deposit in, or forming a part of, the following Indenture Funds: the Revenue Fund, the Operating Account, the Costs of Issuance Fund and the Capital Improvement Fund (collectively, the "General Indenture Funds").

(3) **Other Property.** Any and all property of every kind or description which may, from time to time hereafter, by delivery or by writing of any kind, be specifically subjected to the lien of this Indenture as additional security for the Secured Obligations by the Issuer or anyone on its part or with its consent, or which pursuant to any of the provisions hereof may come into the possession or control of the Trustee or a receiver appointed pursuant to this Indenture. The Trustee is hereby authorized to receive any and all such property as and for additional security for the obligations secured hereby and to hold and apply all such property subject to the terms hereof.

To Have and to Hold all such property, rights and privileges (collectively referred to as the “General Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the benefit and security of the Holders from time to time of all Secured Obligations without any priority of any such Senior Lien Obligation over any other Senior Lien Obligation, and (subject to the priority of Senior Lien Obligations over Subordinate Lien Obligations) without any priority of any Subordinate Lien Obligation over any other Subordinate Lien Obligation.

Provided, However, that (i) Holders of Senior Lien Obligations have a first priority lien with respect to right of payment from the General Trust Estate, (ii) Holders of Subordinate Lien Obligations have a second priority lien with respect to right of payment from the General Trust Estate, (iii) money and investments in the General Indenture Funds may be applied for the purposes and on the terms and conditions set forth in this Indenture, and (iv) the lien of the General Trust Estate in favor of Secured Obligations is subject to the provisions of **Section 12.7(b)**.

(b) **Trust Estate for Benefit of the Series 2013 Senior Lien Obligations.** To secure the payment of Debt Service on the Series 2013 Senior Lien Obligations and the performance of the covenants contained in this Indenture that are for the benefit of the Series 2013 Senior Lien Obligations, and in consideration of the premises and of the purchase of the Series 2013 Senior Lien Obligations by the Holders thereof, the Issuer hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the Series 2013 Senior Lien Debt Service Fund and the Series 2013 Senior Lien Reserve Fund (the Series 2013 Senior Lien Debt Service Fund and the Series 2013 Senior Lien Reserve Fund being sometimes collectively referred to herein as the “Series 2013 Senior Lien Indenture Funds”).

To Have and to Hold all such property, rights and privileges (collectively referred to as the “Series 2013 Senior Lien Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the equal and proportionate benefit and security of the Holders from time to time of the Series 2013 Senior Lien Obligations (without any priority of any such Series 2013 Senior Lien Obligation over any other Series 2013 Senior Lien Obligation).

Provided, However, that money and investments in the Series 2013 Senior Lien Indenture Funds may be applied for the purposes and on the terms and conditions set forth in this Indenture.

(c) **Trust Estate for Benefit of the Series 2013 Subordinate Lien Obligations.** To secure the payment of Debt Service on the Series 2013 Subordinate Lien Obligations and the performance of the covenants contained in this Indenture that are for the benefit of the Series 2013 Subordinate Lien Obligations, and in consideration of the premises and of the purchase of the Series 2013 Subordinate Lien Obligations by the Holders thereof, the Issuer hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the Series 2013 Subordinate Lien Debt Service Fund and the Series 2013 Subordinate Lien Reserve Fund (the Series 2013 Subordinate Lien Debt Service Fund and the Series 2013 Subordinate Lien Reserve Fund being sometimes collectively referred to herein as the “Series 2013 Subordinate Lien Indenture Funds”).

To Have and to Hold all such property, rights and privileges (collectively referred to as the “Series 2013 Subordinate Lien Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the equal and proportionate benefit and security of the Holders from time to time of the Series 2013 Subordinate Lien Obligations (without any priority of any such Series 2013 Subordinate Lien Obligation over any other Series 2013 Subordinate Lien Obligation).

Provided, However, that money and investments in the Series 2013 Subordinate Lien Indenture Funds may be applied for the purposes and on the terms and conditions set forth in this Indenture.

(d) **Sewer Tax Proceeds.** For the avoidance of doubt, Sewer Tax Proceeds shall not be part of, subject to the lien of, or in any way pledged to the Trust Estate.

ARTICLE 4

Registration, Transfer, Exchange and Payment of the Warrants

SECTION 4.1 The Book Entry System for the Warrants

(a) The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to *Section 4.1(c)*.

(b) Except as otherwise expressly provided in this Indenture, while Warrants are in the Book Entry System the following provisions shall apply:

(1) In order to facilitate the Book Entry System, a physical certificate or physical certificates for the Warrants shall be executed and authenticated, registered in the Warrant Register in the name of DTC or its nominee, and delivered to DTC for safekeeping (including safekeeping by the Trustee pursuant to the “FAST” system or other procedures of the Book Entry System).

(2) The term “Warrant” means each separate security credited to a beneficial owner, or entitlement holder, pursuant to the Book Entry System, and the term “Holder” means the person identified pursuant to the Book Entry System as the beneficial owner of the related security.

(3) The terms and limitations of this Indenture with respect to each separate Warrant shall be applicable to each separate security credited to a beneficial owner under the Book Entry System.

(4) All payments of Debt Service on the Warrants shall be made by the Trustee through the Book Entry System, and payments by such method shall be valid and effective fully to satisfy and discharge the Issuer’s obligations with respect to such payments.

(5) Transfers and exchanges of Warrants shall be reflected on the records of DTC in accordance with the Book Entry System.

(6) No service charge shall be made for any transfer or exchange of Warrants, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Warrants.

(7) Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Warrants are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee of the amount of Defaulted Interest proposed to be paid on each Warrant and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust

Estate. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given pursuant to the Book Entry System to each Holder as listed in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been given as aforesaid payment of such Defaulted Interest shall be made through the Book Entry System.

(8) Subject to the foregoing provisions of this Section, each Warrant delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Warrant and each such Warrant shall bear interest from such date so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(c) The Trustee shall discontinue the Book Entry System at the request of the Issuer. The Trustee may terminate the Book Entry System without direction from, or consent of, the Issuer if the Trustee determines in good faith that termination is in the best interest of the Holders. Notice of termination of the Book Entry System shall be given to Holders not less than 20 days before such termination is effective.

(d) If the Book Entry System is discontinued, (i) a physical certificate or physical certificates shall be executed, authenticated and delivered to each beneficial owner, or entitlement holder, under the Book Entry System in accordance with such holder's ownership of Warrants, (ii) such certificates shall be registered in the Warrant Register maintained by the Trustee, and (iii) the remaining provisions of this Article shall govern the registration, transfer, exchange and payment of Warrants.

SECTION 4.2 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants

(a) If the Book Entry System is discontinued, the provisions of this Section shall control the registration, transfer, exchange and payment of Warrants.

(b) Payment of Debt Service on the Warrants shall be made as follows:

(1) Payment of interest on the Warrants which is due on any Interest Payment Date shall be made by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Warrant Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date).

(2) Payment of the principal of (and premium, if any, on) the Warrants and payment of accrued or accreted interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Trustee.

(3) Upon the written request of any Holder, the Trustee shall make payments of Debt Service by wire transfer, provided that (i) such request contains adequate instructions for the method of payment, and (ii) payment of the principal of (and redemption premium, if any, on) such Warrants and payment of the accrued interest on such Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrants to the Trustee.

(c) Subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided in the Warrant Register.

(d) Upon surrender for transfer of any Warrant at the Office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount.

(e) At the option of the Holder, Warrants may be exchanged for other Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Office of the Trustee. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(f) Subject to **Section 7.9**, all Warrants surrendered for payment or redemption (after the payment or redemption thereof) or for transfer or exchange, shall be promptly cancelled by the Trustee. The Trustee may destroy cancelled certificates. No Warrant shall be authenticated in lieu of or in exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this Indenture.

(g) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the Issuer and entitled to the same security and benefits under this Indenture as the Warrants surrendered upon such transfer or exchange.

(h) Every Warrant presented or surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer.

(i) No service charge shall be made for any transfer or exchange of Warrants, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Warrants.

(j) The Issuer shall not be required (i) to transfer or exchange any Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Warrants and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Warrant so selected for redemption in whole or in part.

(k) Interest on any Warrant which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Warrant is registered at the close of business on the Regular Record Date for such Interest Payment Date.

(l) Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Warrants are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee of the amount of Defaulted Interest proposed to be paid on each Warrant and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Estate. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder at his address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Warrants are registered on such Special Record Date.

(m) Subject to the foregoing provisions of this Section, each Warrant delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Warrant and each such Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(n) In the event any Warrant is mutilated, lost, stolen or destroyed, the Issuer may execute, and the Trustee shall thereupon authenticate and deliver, a replacement Warrant of like Tenor as that mutilated, lost, stolen or destroyed; provided that (i) in the case of any such mutilated Warrant, such Warrant is first surrendered to the Trustee, and (ii) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to each of them. The Issuer may charge the Holder with the expense of issuing any such replacement Warrant.

SECTION 4.3 Persons Deemed Owners

The Holder of a Warrant shall be treated as the owner of such Secured Obligation for purposes of this Indenture.

SECTION 4.4 Trustee as Paying Agent and Registrar

Debt Service on the Warrants shall be payable on behalf of the Issuer by the Trustee, which is hereby designated as the paying agent of the Issuer for purposes of this Indenture. The Trustee is hereby appointed as agent of the Issuer solely for the purpose of registering Warrants and transfers of Warrants as provided in this Indenture.

SECTION 4.5 Payments Due on Non-Business Days

Except as otherwise expressly provided by this Indenture, if any payment on the Warrants is due on a day which is not a Business Day, such payment may be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

ARTICLE 5

Specific Terms for Warrants and Disposition of Proceeds

SECTION 5.1 Specific Title and Terms of Series 2013-A Warrants

(a) **Title, Amount and Lien Status.** The first series of Warrants issued hereunder shall be issued as Current Interest Obligations and shall be entitled "Senior Lien Sewer Revenue Current Interest Warrants, Series 2013-A". The Series 2013-A Warrants shall be issued in the aggregate principal amount of \$395,005,000.00. The Series 2013-A Warrants shall be issued as Senior Lien Obligations.

(b) **Authorized Denominations.** The Series 2013-A Warrants shall be in Authorized Denominations.

(c) **Form and Number.** The Series 2013-A Warrants shall be issuable as registered warrants without coupons. The Series 2013-A Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single Series 2013-A Warrant certificate for all Series 2013-A Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-A Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.1(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Maturity Dates and Interest Rates.** The Series 2013-A Warrants shall be issued with fixed interest rates and shall mature on October 1 in the years and principal amounts as follows:

Year of Maturity (October 1)	Principal Amount Maturing	Initial CUSIP Number	Applicable Interest Rate
2044	\$ 71,575,000.00	472682QK2	5.000%
2048	118,430,000.00	472682QL0	5.250
2053	205,000,000.00	472682QJ5	5.500

(e) **Date.** The Series 2013-A Warrants shall be dated as of the date of initial delivery of the Warrants.

(f) **Interest Payment Dates.** Interest on the Series 2013-A Warrants shall be payable in arrears on (i) April 1 and October 1 in each year, beginning on April 1, 2014, and (ii) the Maturity Date.

(g) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Trustee shall pay interest to DTC, and interest payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Series 2013-A Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Interest Payment Date.

(h) **Computation of Interest Accrual.** The Series 2013-A Warrants shall bear interest from their date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Section. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(i) **Interest on Overdue Payments.** Interest shall be payable on overdue principal of the Series 2013-A Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Series 2013-A Warrants at the Post-Default Rate.

(j) **Execution and Authentication.** Physical certificates evidencing the Series 2013-A Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Series 2013-A Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-A Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-A Warrants. No Series 2013-A Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Series 2013-A Warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-A Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-A Warrant has been duly authenticated and delivered hereunder.

(k) **Currency for Payment.** Payment of Debt Service on the Series 2013-A Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.2 Specific Title and Terms of Series 2013-B Warrants

(a) **Title, Amount and Lien Status.** The second series of warrants issued hereunder shall be issued as Capital Appreciation Obligations and shall be entitled "Senior Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-B". The maximum Accreted Value of the Series 2013-B Warrants which may be Outstanding is limited to \$171,740,000. The Series 2013-B Warrants shall be issued as Senior Lien Obligations.

(b) **Initial Principal Amount.** The Initial Principal Amount of the Series 2013-B Warrants shall be \$54,999,963.60.

(c) **Form and Number; Authorized Denominations.** The Series 2013-B Warrants shall be issuable as registered warrants without coupons in Authorized Denominations. The Series 2013-B Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single physical certificate for all Series 2013-B Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-B Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.2(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Date.** The Series 2013-B Warrants shall be dated as of the date of initial delivery of the Warrants. The Compounding Dates applicable to the Series 2013-B Warrants shall be April 1 and October 1 of each year, commencing April 1, 2014.

(e) **Accretion of Interest.** The Series 2013-B Warrants are payable only at maturity or upon optional redemption and will not pay interest on a current basis. The Series 2013-B Warrants shall accrete from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Maturity Date or earlier redemption at the effective per annum rate required to produce the yield to maturity indicated below:

Year of Maturity (October 1)	Initial Principal Amount	Yield to Maturity	Accreted Value at Maturity	Initial CUSIP Number
2025	\$2,438,595.00	5.625%	\$4,700,000.00	472682QM8
2026	4,567,584.00	5.875	9,600,000.00	472682QN6
2027	6,481,807.20	6.000	14,680,000.00	472682QP1
2028	4,854,262.50	6.125	11,875,000.00	472682QQ9
2029	4,483,168.75	6.250	11,875,000.00	472682QR7
2030	4,130,481.25	6.375	11,875,000.00	472682QS5
2031	3,879,206.25	6.375	11,875,000.00	472682QT3
2032	3,561,193.75	6.500	11,875,000.00	472682QU0
2033	3,340,437.50	6.500	11,875,000.00	472682QV8
2034	6,132,745.50	6.625	23,835,000.00	472682QW6
2035	5,747,108.80	6.625	23,840,000.00	472682QX4
2036	5,383,373.10	6.625	23,835,000.00	472682QY2

Calculation of accretion on the Series 2013-B Warrants shall be performed on the basis of a 360-day year with 12 months of 30 days each. A schedule of compound accreted values at six month intervals for each maturity of the Series 2013-B Warrants from issuance to the applicable Maturity Date is set forth in *Exhibit 5.2(e)*. Accretion between such dates shall be determined using linear interpolation.

(f) **Person to Whom Accreted Value Payable.** If the Book Entry System is in effect, the Trustee shall pay the Accreted Value on the Series 2013-B Warrants due on the Maturity Date or earlier redemption to DTC, and the Accreted Value of the Series 2013-B Warrants shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the Accreted Value due on the Maturity Date or earlier redemption for the Series 2013-B Warrants shall be payable to the Holders of such Series 2013-B Warrants on the date of payment of the Series 2013-B Warrants.

(g) **Interest on Overdue Payments.** Interest shall be payable on overdue Accreted Value of the Series 2013-B Warrants at the Post-Default Rate.

(h) **Execution and Authentication.** Physical certificates evidencing the Series 2013-B Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Series 2013-B Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-B Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper

officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-B Warrants. No Series 2013-B Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-B Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-B Warrant has been duly authenticated and delivered hereunder.

(i) **Currency for Payment.** Payment of Debt Service on the Series 2013-B Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.3 Specific Title and Terms of Series 2013-C Warrants

(a) **Title, Amount and Lien Status.** The third series of warrants issued hereunder shall be issued as Convertible Capital Appreciation Obligations and shall be entitled “Senior Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-C”. The aggregate principal amount of the Series 2013-C Warrants which may be Outstanding is limited to \$286,080,000. The Series 2013-C Warrants shall be issued as Senior Lien Obligations.

(b) **Initial Principal Amount.** The Initial Principal Amount of the Series 2013-C Warrants shall be \$149,997,926.25.

(c) **Form and Number; Authorized Denominations.** The Series 2013-C Warrants shall be issuable as registered warrants without coupons in Authorized Denominations. The Series 2013-C Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single physical certificate for all Series 2013-C Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-C Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.3(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Dates.** The Series 2013-C Warrants shall be dated as of the date of initial delivery of the Warrants. The Compounding Dates applicable to the Series 2013-C Warrants shall be April 1 and October 1 of each year, commencing April 1, 2014. The Current Interest Commencement Date applicable to the Series 2013-C Warrants shall be October 1, 2023.

(e) **Accretion of Interest.** Prior to the Current Interest Commencement Date, the Series 2013-C Warrants will not pay interest on a current basis. The Series 2013-C Warrants shall accrete from and including the date of initial delivery, compounded semiannually on each Compounding Date, until, but not including, the Current Interest Commencement Date at the effective per annum rate required to produce the yield and Accreted Value indicated below:

Year of Maturity (October 1)	Initial Principal Amount	Yield to Current Interest Commencement Date	Accreted Value on Current Interest Commencement Date	Initial CUSIP Number
2038	\$26,252,184.75	6.500%	\$ 49,225,000.00	472682RA3
2042	63,039,907.10	6.600	119,335,000.00	472682QZ9
2046	26,184,818.40	6.750	50,280,000.00	472682RB1
2050	34,521,016.00	6.900	67,240,000.00	472682RC9

Calculation of accretion on the Series 2013-C Warrants shall be performed on the basis of a 360-day year consisting of 12 consecutive 30-day months. A schedule of compound accreted values at six month intervals for each maturity of the Series 2013-C Warrants from issuance to the Current Interest Commencement Date is set forth in *Exhibit 5.3(e)*. Accretion between such dates shall be determined using linear interpolation.

(f) **Conversion from Accretion to Current Interest Rate Accrual.** On the Current Interest Commencement Date, the Accreted Value of the Series 2013-C Warrants shall be fixed as the principal amount of such Warrants, and the Series 2013-C Warrants shall not accrete in value from such date. On and after the Current Interest Commencement Date, principal of and interest on the Series 2013-C Warrants shall be paid currently in accordance with the schedule contained in *Section 5.3(g)* on the dates specified in *Section 5.3(h)*.

(g) **Maturity Dates and Interest Rates.** From the Current Interest Commencement Date, the Series 2013-C Warrants shall bear interest at fixed interest rates and shall mature on October 1 in the years and amounts and bear interest at the rates per annum as follows:

Year of Maturity (October 1)	Principal Amount Maturing	Initial CUSIP Number	Applicable Interest Rate
2038	\$ 49,225,000.00	472682RA3	6.500%
2042	119,335,000.00	472682QZ9	6.600
2046	50,280,000.00	472682RB1	6.750
2050	67,240,000.00	472682RC9	6.900

(h) **Interest Payment Dates.** From the Current Interest Commencement Date, interest on the Series 2013-C Warrants shall be payable in arrears on (i) April 1 and October 1 in each year, beginning on April 1, 2024, and (ii) the Maturity Date.

(i) **Person to Whom Interest Payable.** From and after the Current Interest Commencement Date, if the Book Entry System is in effect, the Trustee shall pay interest to DTC, and interest payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Series 2013-C Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Interest Payment Date.

(j) **Computation of Interest Accrual.** On and after the Current Interest Commencement Date, the Series 2013-C Warrants shall bear interest from the Current Interest Commencement Date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in *Section 5.3(g)* above. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(k) **Interest on Overdue Payments.** Prior to the Current Interest Commencement Date, interest shall be payable on overdue Accreted Value of the Series 2013-C Warrants at the Post-Default Rate. From and after the Current Interest Commencement Date, interest shall be payable on overdue principal of the Series 2013-C Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Series 2013-C Warrants at the Post-Default Rate.

(l) **Execution and Authentication.** Physical certificates evidencing the Series 2013-C Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of any of these officers on the Series 2013-C Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-C Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-C Warrants. No Series 2013-C Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-C Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-C Warrant has been duly authenticated and delivered hereunder.

(m) **Currency for Payment.** Payment of Debt Service on the Series 2013-C Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.4 Specific Title and Terms of Series 2013-D Warrants

(a) **Title, Amount and Lien Status.** The fourth series of Warrants issued hereunder shall be issued as Current Interest Obligations and shall be entitled “Subordinate Lien Sewer Revenue Current Interest Warrants, Series 2013-D”. The Series 2013-D Warrants shall be issued in the aggregate principal amount of \$810,915,000.00. The Series 2013-D Warrants shall be issued as Subordinate Lien Obligations.

(b) **Authorized Denominations.** The Series 2013-D Warrants shall be in Authorized Denominations.

(c) **Form and Number.** The Series 2013-D Warrants shall be issuable as registered warrants without coupons. The Series 2013-D Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single Series 2013-D Warrant certificate for all Series 2013-D Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-D Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.4(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Maturity Dates and Interest Rates.** The Series 2013-D Warrants shall be issued with fixed interest rates and shall mature on October 1 in the years and principal amounts as follows:

Year of Maturity (October 1)	Principal Amount Maturing	Initial CUSIP Number	Applicable Interest Rate
2015	\$ 2,285,000.00	472682RD7	5.000%
2016	7,345,000.00	472682RE5	5.000
2017	12,995,000.00	472682RF2	5.000
2018	14,215,000.00	472682RG0	5.000
2021	8,745,000.00	472682RJ4	5.000
2022	10,980,000.00	472682RK1	5.000
2023	14,780,000.00	472682RH8	5.000
2042	220,005,000.00	472682RL9	6.000
2051	119,570,000.00	472682RN5	7.000
2053	399,995,000.00	472682RM7	6.500

(e) **Date.** The Series 2013-D Warrants shall be dated as of the date of initial delivery of the Warrants.

(f) **Interest Payment Dates.** Interest on the Series 2013-D Warrants shall be payable in arrears on (i) April 1 and October 1 in each year, beginning on April 1, 2014, and (ii) the Maturity Date.

(g) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Trustee shall pay interest to DTC, and interest payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Series 2013-D Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Interest Payment Date.

(h) **Computation of Interest Accrual.** The Series 2013-D Warrants shall bear interest from their date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Section. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(i) **Interest on Overdue Payments.** Interest shall be payable on overdue principal on the Series 2013-D Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Series 2013-D Warrants at the Post-Default Rate.

(j) **Execution and Authentication.** Physical certificates evidencing the Series 2013-D Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Series 2013-D Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-D Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-D Warrants. No Series 2013-D Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Series 2013-D Warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-D Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-D Warrant has been duly authenticated and delivered hereunder.

(k) **Currency for Payment.** Payment of Debt Service on the Series 2013-D Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.5 Specific Title and Terms of Series 2013-E Warrants

(a) **Title, Amount and Lien Status.** The fifth series of warrants issued hereunder shall be issued as Capital Appreciation Obligations and shall be entitled "Subordinate Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-E". The maximum Accreted Value of the Series 2013-E Warrants which may be Outstanding is limited to \$222,695,000. The Series 2013-E Warrants shall be issued as Subordinate Lien Obligations.

(b) **Initial Principal Amount.** The Initial Principal Amount of the Series 2013-E Warrants shall be \$50,271,496.05.

(c) **Form and Number; Authorized Denominations.** The Series 2013-E Warrants shall be issuable as registered warrants without coupons in Authorized Denominations. The Series 2013-E Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single physical certificate for all Series 2013-E Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-E Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.5(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Date.** The Series 2013-E Warrants shall be dated as of the date of initial delivery of the Warrants. The Compounding Dates applicable to the Series 2013-E Warrants shall be April 1 and October 1 of each year, commencing April 1, 2014.

(e) **Accretion of Interest.** The Series 2013-E Warrants are payable only at maturity or upon optional redemption and will not pay interest on a current basis. The Series 2013-E Warrants shall accrete from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Maturity Date or earlier redemption at the effective per annum rate required to produce the yield to maturity indicated below:

Year of Maturity (October 1)	Initial Principal Amount	Yield to Maturity	Accreted Value at Maturity	Initial CUSIP Number
2028	\$2,710,212.25	7.500%	\$ 8,075,000.00	472682RW5
2029	4,134,832.20	7.600	13,465,000.00	472682RP0
2030	5,342,191.50	7.700	19,050,000.00	472682RQ8
2031	6,350,382.00	7.800	24,845,000.00	472682RR6
2032	7,232,469.75	7.850	30,825,000.00	472682RS4
2033	7,999,770.00	7.875	37,000,000.00	472682RT2
2034	6,231,842.80	7.920	31,420,000.00	472682RU9
2035	6,932,795.55	7.950	38,015,000.00	472682RV7
2036	3,337,000.00	8.000	20,000,000.00	472682RX3

Calculation of accretion on the Series 2013-E Warrants shall be performed on the basis of a 360-day year with 12 months of 30 days each. A schedule of compound accreted values at six month intervals for each maturity of the Series 2013-E Warrants from issuance to the applicable Maturity Date is set forth in *Exhibit 5.5(e)*. Accretion between such dates shall be determined using linear interpolation.

(f) **Person to Whom Accreted Value Payable.** If the Book Entry System is in effect, the Trustee shall pay the Accreted Value on the Series 2013-E Warrants due on the Maturity Date or earlier redemption to DTC, and the Accreted Value of the Series 2013-E Warrants shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the Accreted Value due on the Maturity Date or earlier redemption for the Series 2013-E Warrants shall be payable to the Holders of such Series 2013-E Warrants on the date of payment of the Series 2013-E Warrants.

(g) **Interest on Overdue Payments.** Interest shall be payable on overdue Accreted Value of the Series 2013-E Warrants at the Post-Default Rate.

(h) **Execution and Authentication.** Physical certificates evidencing the Series 2013-E Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Series 2013-E Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-E Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-E Warrants. No Series 2013-E Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-E Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-E Warrant has been duly authenticated and delivered hereunder.

(i) **Currency for Payment.** Payment of Debt Service on the Series 2013-E Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.6 Specific Title and Terms of Series 2013-F Warrants

(a) **Title, Amount and Lien Status.** The sixth series of warrants issued hereunder shall be issued as Convertible Capital Appreciation Obligations and shall be entitled "Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-F". The aggregate principal amount of the Series 2013-F Warrants which may be Outstanding is limited to \$686,355,000. The Series 2013-F Warrants shall be issued as Subordinate Lien Obligations.

(b) **Initial Principal Amount.** The Initial Principal Amount of the Series 2013-F Warrants shall be \$324,297,135.75.

(c) **Form and Number; Authorized Denominations.** The Series 2013-F Warrants shall be issuable as registered warrants without coupons in Authorized Denominations. The Series 2013-F Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single physical certificate for all Series 2013-F Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-F Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.6(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Dates.** The Series 2013-F Warrants shall be dated as of the date of initial delivery of the Warrants. The Compounding Dates applicable to the Series 2013-F Warrants shall be April 1 and October 1 of each year, commencing April 1, 2014. The Current Interest Commencement Date applicable to the Series 2013-F Warrants shall be October 1, 2023.

(e) **Accretion of Interest.** Prior to the Current Interest Commencement Date, the Series 2013-F Warrants will not pay interest on a current basis. The Series 2013-F Warrants shall accrete from and including the date of initial delivery, compounded semiannually on each Compounding Date, until, but not including, the Current Interest Commencement Date at the effective per annum rate required to produce the yield and Accreted Value indicated below:

Year of Maturity (October 1)	Initial Principal Amount	Yield to Current Interest Commencement Date	Accreted Value on Current Interest Commencement Date	Initial CUSIP Number
2039	\$ 66,636,575.00	7.500%	\$137,395,000.00	472682RZ8
2046	92,828,295.25	7.750	195,985,000.00	472682SA2
2050	164,832,265.50	7.900	352,975,000.00	472682RY1

Calculation of accretion on the Series 2013-F Warrants shall be performed on the basis of a 360-day year consisting of 12 consecutive 30-day months. A schedule of compound accreted values at six month intervals for each maturity of the Series 2013-F Warrants from issuance to the Current Interest Commencement Date is set forth in *Exhibit 5.6(e)*. Accretion between such dates shall be determined using linear interpolation.

(f) **Conversion from Accretion to Current Interest Rate Accrual.** On the Current Interest Commencement Date, the Accreted Value of the Series 2013-F Warrants shall be fixed as the principal amount of such Warrants, and the Series 2013-F Warrants shall not accrete in value from such date. On and after the Current Interest Commencement Date, principal of and interest on the Series 2013-F Warrants shall be paid currently in accordance with the schedule contained in *Section 5.6(g)* on the dates specified in *Section 5.6(h)*.

(g) **Maturity Dates and Interest Rates.** From the Current Interest Commencement Date, the Series 2013-F Warrants shall bear interest at fixed interest rates and shall mature on October 1 in the years and amounts and bear interest at the rates per annum as follows:

Year of Maturity (October 1)	Principal Amount Maturing	Initial CUSIP Number	Applicable Interest Rate
2039	\$137,395,000.00	472682RZ8	7.500%
2046	195,985,000.00	472682SA2	7.750
2050	352,975,000.00	472682RY1	7.900

(h) **Interest Payment Dates.** From the Current Interest Commencement Date, interest on the Series 2013-F Warrants shall be payable in arrears on (i) April 1 and October 1 in each year, beginning on April 1, 2024, and (ii) the Maturity Date.

(i) **Person to Whom Interest Payable.** From and after the Current Interest Commencement Date, if the Book Entry System is in effect, the Trustee shall pay interest to DTC, and interest payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Series 2013-F Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Interest Payment Date.

(j) **Computation of Interest Accrual.** On and after the Current Interest Commencement Date, the Series 2013-F Warrants shall bear interest from the Current Interest Commencement Date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in **Section 5.6(g)** above. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(k) **Interest on Overdue Payments.** Prior to the Current Interest Commencement Date, interest shall be payable on overdue Accreted Value of the Series 2013-F Warrants at the Post-Default Rate. From and after the Current Interest Commencement Date, interest shall be payable on overdue principal of the Series 2013-F Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Series 2013-F Warrants at the Post-Default Rate.

(l) **Execution and Authentication.** Physical certificates evidencing the Series 2013-F Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of any of these officers on the Series 2013-F Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-F Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-F Warrants. No Series 2013-F Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-F Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-F Warrant has been duly authenticated and delivered hereunder.

(m) **Currency for Payment.** Payment of Debt Service on the Series 2013-F Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.7 Proceeds From Sale of Warrants

(a) The proceeds from the sale of the Warrants to the original purchaser or purchasers thereof shall be deposited initially into the Series 2013 Clearing Account and shall then be applied as follows:

(1) *First*, the amounts to be used under the Confirmed Plan of Adjustment for the retirement or payment of past due debt service on the Retired Warrants shall be paid to the Retired Warrants Trustee.

(2) *Second*, the amount necessary to pay the Series 2013 Insurer its premium for issuance of the Series 2013 Insurance Policy shall be paid to the Series 2013 Insurer.

(3) *Third*, the remaining proceeds of the Warrants shall be deposited in the Costs of Issuance Fund.

(b) The amount of proceeds from each series of Warrants to be applied to each purpose identified in this Section shall be specified by directions from an Authorized Issuer Representative delivered to the Trustee on the date of issuance of the Warrants.

(c) Funds received from the Retired Warrants Trustee pursuant to the Confirmed Plan of Adjustment shall be deposited initially into the Series 2013 Clearing Account and shall then be applied as specified by directions from an Authorized Issuer Representative delivered to the Trustee on the date of issuance of the Warrants.

(d) Proceeds from the sale of the Warrants deposited in the Series 2013 Clearing Account shall be subject to the lien of this Indenture pursuant to *Section 3.1(a)(3)*.

ARTICLE 6

Repurchases and Tenders

SECTION 6.1 No Optional Tender Rights for Holders

The Holders of the Warrants will not have the right or the obligation to tender Warrants for purchase by the Issuer.

SECTION 6.2 Purchase or Tender for Cancellation

(a) The Issuer may, at its sole option, purchase any Secured Obligations made available to it by whatever means, or solicit or make tender offer(s) for the purchase of any Secured Obligations, whether directly or through securities dealers. The Issuer may exercise this option with respect to all or less than all of a particular series or maturity of Secured Obligations and whether or not Secured Obligations which the Issuer may seek to acquire are subject to optional redemption. Any Secured Obligations so purchased may be delivered by the Issuer to the Trustee for cancellation, and upon such delivery and cancellation, shall no longer be Outstanding. The Issuer may exercise the option granted in this Section through whatever means are legally available to the Issuer.

(b) Notwithstanding any provision of *Section 6.2(a)*, so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, (1) the provisions of this Section shall be subject in all respects to *Section 15.5*, and (2) any Insured Series 2013 Warrants so purchased by the Issuer shall be delivered to the Trustee for cancellation.

ARTICLE 7

Redemption of Warrants

SECTION 7.1 Redemption Provisions

The Warrants shall be subject to redemption prior to maturity as follows:

(a) **Optional Redemption of Series 2013-A Warrants.** Any Series 2013-A Warrant that matures after October 1, 2023 may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after October 1, 2023 at a redemption price (expressed as a percentage of the principal amount to be redeemed) as set forth in the following table, plus accrued interest thereon to the date of redemption:

Redemption Date	Redemption Price
October 1, 2023 through September 30, 2024	102%
October 1, 2024 through September 30, 2025	101%
October 1, 2025 and thereafter	100%

(b) **Scheduled Mandatory Redemption of Series 2013-A Term Warrants.** The Series 2013-A Warrants maturing in 2044, 2048 and 2053 (collectively, the "Series 2013-A Term Warrants") shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on the dates and in the principal amounts (after credit as provided below) as follows:

Series 2013-A Term Warrants Maturing in 2044

Redemption Date (October 1)	Principal Amount to be Redeemed
2043	\$34,915,000
2044	36,660,000 (maturity)

Series 2013-A Term Warrants Maturing in 2048

Redemption Date (October 1)	Principal Amount to be Redeemed
2046	\$29,300,000
2047	43,425,000
2048	45,705,000 (maturity)

Series 2013-A Term Warrants Maturing in 2053

Redemption Date (October 1)	Principal Amount to be Redeemed
2050	\$32,285,000
2051	54,520,000
2052	57,515,000
2053	60,680,000 (maturity)

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Trustee shall select affected Series 2013-A Term Warrants for redemption by lot; provided, however, that the Issuer may, at its discretion by timely notice delivered to the Trustee, direct that any or all of the following amounts be credited against the principal amount of Series 2013-A Term Warrants scheduled for redemption on such date: (i) the principal amount of Series 2013-A Term Warrants of such Tenor delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; (ii) the principal amount of Series 2013-A Term Warrants of such Tenor previously redeemed (other than Series 2013-A Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Series 2013-A Term Warrants of such Tenor otherwise Defeased and not previously claimed as a credit.

(c) **Optional Redemption of Series 2013-B Warrants.** Any Series 2013-B Warrant that matures after October 1, 2023 may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after October 1, 2023 at a redemption price (expressed as a percentage of Accreted Value to be redeemed) as set forth in the following table, plus accrued interest thereon to the date of redemption:

Redemption Date	Redemption Price
October 1, 2023 through September 30, 2035	105%
October 1, 2035 through September 30, 2036	102.5%
October 1, 2036 and thereafter	100%

(d) **Optional Redemption of Series 2013-C Warrants.** Any Series 2013-C Warrant that matures after October 1, 2023 may be redeemed at the option and direction of the Issuer in whole or in part on any Business

Day on or after October 1, 2023 at a redemption price (expressed as a percentage of the principal amount to be redeemed) as set forth in the following table, plus accrued interest thereon to the date of redemption:

Redemption Date	Redemption Price
October 1, 2023 through September 30, 2034	105%
October 1, 2034 through September 30, 2035	104%
October 1, 2035 through September 30, 2036	103%
October 1, 2036 through September 30, 2037	102%
October 1, 2037 through September 30, 2038	101%
October 1, 2038 and thereafter	100%

(e) **Scheduled Mandatory Redemption of Series 2013-C Term Warrants.** The Series 2013-C Warrants maturing in 2038, 2042, 2046 and 2050 (collectively, the “Series 2013-C Term Warrants”) shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on the dates and in the principal amounts (after credit as provided below) as follows:

Series 2013-C Term Warrants Maturing in 2038

Redemption Date (October 1)	Principal Amount to be Redeemed
2037	\$23,840,000
2038	25,385,000 (maturity)

Series 2013-C Term Warrants Maturing in 2042

Redemption Date (October 1)	Principal Amount to be Redeemed
2039	\$27,040,000
2040	28,820,000
2041	30,725,000
2042	32,750,000 (maturity)

Series 2013-C Term Warrants Maturing in 2046

Redemption Date (October 1)	Principal Amount to be Redeemed
2045	\$38,490,000
2046	11,790,000 (maturity)

Series 2013-C Term Warrants Maturing in 2050

Redemption Date (October 1)	Principal Amount to be Redeemed
2049	\$48,100,000
2050	19,140,000 (maturity)

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Trustee shall select affected Series 2013-C Term Warrants for redemption by lot; provided, however, that the Issuer may, at its discretion by timely notice delivered to the Trustee, direct that any or all of the following amounts be credited against the principal amount of Series 2013-C Term Warrants scheduled for redemption on such date: (i) the principal amount of Series 2013-C Term Warrants of such Tenor delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; (ii) the principal amount of Series 2013-C Term Warrants of such Tenor previously redeemed (other than Series 2013-C Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Series 2013-C Term Warrants of such Tenor otherwise Defeased and not previously claimed as a credit.

(f) **Optional Redemption of Series 2013-D Warrants.** Any Series 2013-D Warrant that matures after October 1, 2023 may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after October 1, 2023 at a redemption price (expressed as a percentage of the principal amount to be redeemed) as set forth in the following table, plus accrued interest thereon to the date of redemption:

Redemption Date	Redemption Price
October 1, 2023 through September 30, 2024	105%
October 1, 2024 through September 30, 2025	104%
October 1, 2025 through September 30, 2026	103%
October 1, 2026 through September 30, 2027	102%
October 1, 2027 through September 30, 2028	101%
October 1, 2028 and thereafter	100%

(g) **Scheduled Mandatory Redemption of Series 2013-D Term Warrants.** The Series 2013-D Warrants maturing in 2042, 2051 and 2053 (collectively, the “Series 2013-D Term Warrants”) shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on the dates and in the principal amounts (after credit as provided below) as follows:

Series 2013-D Term Warrants Maturing in 2042

Redemption Date (October 1)	Principal Amount to be Redeemed
2038	\$37,500,000
2039	40,505,000
2040	43,740,000
2041	47,240,000
2042	51,020,000 (maturity)

Series 2013-D Term Warrants Maturing in 2051

Redemption Date (October 1)	Principal Amount to be Redeemed
2050	\$42,940,000
2051	76,630,000 (maturity)

Series 2013-D Term Warrants Maturing in 2053

Redemption Date (October 1)	Principal Amount to be Redeemed
2051	\$ 63,395,000
2052	158,310,000
2053	178,290,000 (maturity)

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Trustee shall select affected Series 2013-D Term Warrants for redemption by lot; provided, however, that the Issuer may, at its discretion by timely notice delivered to the Trustee, direct that any or all of the following amounts be credited against the principal amount of Series 2013-D Term Warrants scheduled for redemption on such date: (i) the principal amount of Series 2013-D Term Warrants of such Tenor delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; (ii) the principal amount of Series 2013-D Term Warrants of such Tenor previously redeemed (other than Series 2013-D Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Series 2013-D Term Warrants of such Tenor otherwise Defeased and not previously claimed as a credit.

(h) **Optional Redemption of Series 2013-E Warrants.** Any Series 2013-E Warrant that matures after October 1, 2023 may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after October 1, 2023 at a redemption price (expressed as a percentage of Accreted Value to be redeemed) as set forth in the following table, plus accrued interest thereon to the date of redemption:

Redemption Date	Redemption Price
October 1, 2023 through September 30, 2035	105%
October 1, 2035 through September 30, 2036	102.5%
October 1, 2036 and thereafter	100%

(i) **Optional Redemption of Series 2013-F Warrants.** Any Series 2013-F Warrant that matures after October 1, 2023 may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after October 1, 2023 at a redemption price (expressed as a percentage of the principal amount to be redeemed) as set forth in the following table plus accrued interest thereon to the date of redemption:

Redemption Date	Redemption Price
October 1, 2023 through September 30, 2034	105%
October 1, 2034 through September 30, 2035	104%
October 1, 2035 through September 30, 2036	103%
October 1, 2036 through September 30, 2037	102%
October 1, 2037 through September 30, 2038	101%
October 1, 2038 and thereafter	100%

(j) **Scheduled Mandatory Redemption of Series 2013-F Term Warrants.** The Series 2013-F Warrants maturing in 2039, 2046 and 2050 (collectively, the “Series 2013-F Term Warrants”) shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on the dates and in the principal amounts (after credit as provided below) as follows:

Series 2013-F Term Warrants Maturing in 2039

Redemption Date (October 1)	Principal Amount to be Redeemed
2036	\$24,870,000
2037	53,825,000
2038	27,720,000
2039	30,980,000 (maturity)

Series 2013-F Term Warrants Maturing in 2046

Redemption Date (October 1)	Principal Amount to be Redeemed
2043	\$34,230,000
2044	43,445,000
2045	53,575,000
2046	64,735,000 (maturity)

Series 2013-F Term Warrants Maturing in 2050

Redemption Date (October 1)	Principal Amount to be Redeemed
2047	\$ 77,090,000
2048	90,745,000
2049	105,805,000
2050	79,335,000 (maturity)

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Trustee shall select affected Series 2013-F Term Warrants for redemption by lot; provided, however, that the Issuer may, at its discretion by timely notice delivered to the Trustee, direct that any or all of the following amounts be credited against the principal amount of Series 2013-F Term Warrants scheduled for redemption on such date: (i) the principal amount of Series 2013-F Term Warrants of such Tenor delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; (ii) the principal amount of Series 2013-F Term Warrants of such Tenor previously redeemed (other than Series 2013-F Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Series 2013-F Term Warrants of such Tenor otherwise Defeased and not previously claimed as a credit.

(k) **Limitation on Optional Redemption of Warrants.** Notwithstanding any provision of this Section, so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, the provisions of *Sections 7.1(a), (c), (d), (f), (h)* and *(i)* shall be subject in all respects to *Section 15.5*.

SECTION 7.2 Mandatory Redemption

Warrants shall be redeemed in accordance with the applicable mandatory redemption provisions without any direction from or consent by the Issuer. Unless the date fixed for such mandatory redemption is otherwise specified by this Indenture, the Trustee shall select the date for mandatory redemption, subject to the provisions of this Indenture with respect to the permitted period for such redemption.

SECTION 7.3 Election to Redeem

The election of the Issuer to exercise any right of optional redemption of the Warrants shall be authorized by resolution of the Commission and shall be evidenced by notice from an Authorized Issuer Representative to the Trustee at least three Business Days prior to the date when notice of the redemption must be given to Holders (unless a shorter notice is acceptable to the Trustee). An election to redeem shall specify (i) the principal amount or Accreted Value of Warrants to be redeemed (if less than all Warrants Outstanding are to be redeemed pursuant to such option), (ii) the Tenor of Warrants to be redeemed, (iii) the redemption date, and (iv) any conditions to such redemption specified in accordance with the provisions of *Section 7.5(d)*.

SECTION 7.4 Selection by Trustee of Warrants to be Redeemed

(a) Except as otherwise provided in the specific redemption provisions for the Warrants, if less than all Warrants Outstanding are to be redeemed, the principal amount or Accreted Value of Warrants of each Tenor to be redeemed may be specified by the Issuer by notice delivered to the Trustee not less than three Business Days prior to the date when the Trustee must give notice of the redemption to Holders (unless a shorter notice is acceptable to the Trustee), or, in the absence of timely receipt by the Trustee of such notice, shall be determined in accordance with the Book Entry System or, if the Book Entry System is no longer in effect, by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount or Accreted Value of Warrants of each Tenor to be redeemed may not be larger than the principal amount or Accreted Value of Warrants of such Tenor then eligible for redemption and may not be smaller than the smallest Authorized Denomination.

(b) Except as otherwise provided in the specific redemption provisions for the Warrants, if less than all Warrants with the same Tenor are to be redeemed, the particular Warrants of such Tenor to be redeemed shall be selected from the Outstanding Warrants of such Tenor then eligible for redemption in accordance with the Book Entry System or, if the Book Entry System is no longer in effect, by lot or by such other method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (in Authorized Denominations) of the principal or Accreted Value of Warrants of such Tenor of a denomination larger than the smallest Authorized Denomination.

(c) The Trustee shall promptly notify the Issuer of the Warrants selected for redemption and, in the case of any Warrant selected for partial redemption, the principal amount or Accreted Value thereof to be redeemed.

(d) For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal or Accreted Value of such Warrant which has been or is to be redeemed.

SECTION 7.5 Notice of Redemption

(a) Notice of redemption shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of DTC. If the Book Entry System is not in effect, notice of redemption shall be given to Holders by certified mail.

(b) All notices of redemption shall state:

- (1) the redemption date,

- (2) the redemption price,
- (3) the principal amount or Accreted Value of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts or Accreted Values) of the Warrants to be redeemed,
- (4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue or accrete from and after said date, and
- (5) any conditions to such redemption specified in accordance with the provisions of *Section 7.5(d)*.

(c) Notice of optional redemption shall be given by the Trustee on behalf of the Issuer unless the Issuer elects to give such notice itself. If the Issuer gives notice of optional redemption, it shall deliver a copy of such notice to the Trustee on the following Business Day. Notice of redemption of Warrants in accordance with the scheduled mandatory redemption provisions of the Warrants shall be given by the Trustee on behalf of the Issuer without any notice to, or consent of, the Issuer.

(d) A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Warrants (or portions thereof) identified in such notice, and any Warrants surrendered on the specified redemption date shall be returned to the Holders of such Warrants.

SECTION 7.6 Deposit of Redemption Price

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

SECTION 7.7 Warrants Payable on Redemption Date

If notice of redemption is given and any conditions to such redemption specified pursuant to *Section 7.5(d)* are met, the Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest.

SECTION 7.8 Warrants Redeemed in Part

(a) If the Book Entry System is in effect, partial redemption of any Warrant shall be effected in accordance with the Book Entry System.

(b) If the Book Entry System has been terminated, any Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount or Accreted Value equal to and in exchange for the unredeemed portion of the principal or Accreted Value of the Warrant surrendered.

SECTION 7.9 Purchase of Callable Warrants in Lieu of Redemption

(a) The Issuer shall have the option to purchase Callable Warrants in lieu of optional redemption either directly or through a nominee designated by the Issuer. If a Callable Warrant has been called for optional redemption, the Issuer may exercise its right of purchase by delivery to the Trustee on or prior to the Business Day

preceding the optional redemption date of written notice from the Issuer specifying that the Callable Warrants shall not be redeemed, but instead shall be purchased pursuant to this Section. If the Issuer desires to effect its right of purchase through a nominee, the written notice shall specify the Issuer's nominee and that the nominee is acting on behalf of the Issuer. Upon delivery of such notice from the Issuer, the Callable Warrants shall not be redeemed, but shall instead be subject to mandatory tender on the date that would have been the optional redemption date at a purchase price equal to the redemption price that would have been payable with respect to such Callable Warrants. The Issuer's option to purchase pursuant to this Section shall be effective whether or not the notice of optional redemption sent to Warrantholders indicates that the Issuer has exercised, or intends to exercise, such option. No further or additional notice to Warrantholders shall be required in connection with the purchase in lieu of redemption. The Callable Warrants purchased pursuant to this Section (i) shall not be cancelled or retired, but shall continue to be Outstanding, (ii) shall be delivered to, or as directed by, the Issuer, (iii) shall continue to bear interest or accrete value at the rate provided for in this Indenture, and (iv) may not be resold by the Issuer or its nominee without first delivering a Favorable Tax Opinion to the Trustee.

(b) Notwithstanding any provision of this *Section 7.9*, so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, (1) the provisions of this Section shall be subject in all respects to *Section 15.5*, and (2) any Callable Warrant that is an Insured Series 2013 Warrant shall be cancelled upon purchase.

ARTICLE 8

Additional Secured Obligations

SECTION 8.1 Authorization of Additional Secured Obligations

(a) The Issuer reserves the right to issue additional debt obligations secured by the General Trust Estate if (i) no Indenture Default exists and (ii) the Issuer complies with the terms and conditions of this Article. Such additional debt obligations shall be Secured Obligations.

(b) Contemporaneously with this Indenture, the Issuer has authorized for future issuance the Reserve Fund Warrants pursuant to the First Supplemental Indenture as additional Secured Obligations. Notwithstanding any provision of this Indenture to the contrary, the Reserve Fund Warrants shall not be subject to the provisions of *Sections 8.1(a)(i), 8.1(c), 8.2(a)(2), 8.2(a)(3) and 8.2(a)(4)*.

(c) Notwithstanding any other provision of this *Article 8*, for so long as the Warrants are Outstanding, the Issuer may not issue additional Secured Obligations that are Senior Lien Obligations, unless both of the following provisions are satisfied:

(1) The additional Secured Obligations proposed to be issued as Senior Lien Obligations are issued for the purpose of refinancing existing Senior Lien Obligations; and

(2) The additional Secured Obligations proposed to be issued as Senior Lien Obligations do not provide for Debt Service Requirements in any Fiscal Year in which existing Senior Lien Obligations are Outstanding in amounts in excess of the existing Debt Service Requirements for the Senior Lien Obligations to be refinanced by the proposed additional Secured Obligations.

When the Warrants are no longer Outstanding, the provisions of this *Section 8.1(c)* shall no longer apply to the issuance of additional Secured Obligations.

SECTION 8.2 Conditions to Issuance of Additional Secured Obligations

(a) The Issuer must deliver the following documentation to the Trustee prior to the issuance of additional Secured Obligations:

(1) **Supplemental Indenture.** The Issuer must deliver to the Trustee a Supplemental Indenture authorizing the issuance of additional Secured Obligations that meets each of the following requirements:

(A) The Supplemental Indenture shall be in the form of a supplement to this Indenture, and the Trustee under this Indenture must also be the trustee under the Supplemental Indenture. The Supplemental Indenture shall require that a certificate of authentication be included on each Secured Obligation, which shall be executed by the Trustee.

(B) The Supplemental Indenture shall designate the additional Secured Obligations as Senior Lien Obligations or Subordinate Lien Obligations. Such designation shall be noted on the certificate of authentication executed by the Trustee for such Secured Obligations. No Secured Obligations may be issued with a superior priority of lien to the Senior Lien Obligations hereunder.

(C) The Supplemental Indenture must provide the pricing terms of the Secured Obligations, including the principal amount, maturities, interest rates, principal and interest payment dates, and redemption or prepayment features. The Supplemental Indenture may also contain provisions for optional or mandatory tender for purchase and other provisions that are not contrary to, or prohibited by, the terms of this Indenture. The Supplemental Indenture may adopt by reference any portion of this Indenture relating to the form of the Secured Obligations, including provisions for transfer, exchange and payment, or may provide separate terms for such provisions.

(D) *Article 11* of this Indenture shall control for all Secured Obligations.

(E) The Supplemental Indenture may provide for Credit Enhancement for the benefit of such Secured Obligations, but the rights of the provider of such Credit Enhancement shall be limited as provided in *Section 9.2* and *Section 16.5*.

(F) The Supplemental Indenture shall establish a Senior Lien Debt Service Fund for payment of Debt Service on Senior Lien Obligations authorized by such Supplemental Indenture and shall establish a Subordinate Lien Debt Service Fund for payment of Subordinate Lien Obligations authorized by such Supplemental Indenture. Deposits to any such Secured Obligation Debt Service Fund shall be subject to the terms and conditions of *Section 9.2(a)(1)* or (3), as the case may be. Any such Secured Obligation Debt Service Funds shall be part of the Trust Estate that is for the sole benefit of the related Secured Obligations.

(G) The Supplemental Indenture may establish a Senior Lien Reserve Fund to secure payment of Debt Service on Senior Lien Obligations authorized by such Supplemental Indenture and may establish a Subordinate Lien Reserve Fund to secure payment of Subordinate Lien Obligations authorized by such Supplemental Indenture. The Issuer may make an initial deposit to any such Secured Obligation Reserve Funds from (i) proceeds of such Secured Obligations, (ii) money on deposit in the Capital Improvement Fund, or (iii) other funds legally available to the Issuer. The Supplemental Indenture may require monthly transfers from the Revenue Fund to such Secured Obligation Reserve Funds as necessary to accumulate, maintain or restore the required balance in such Secured Obligation Reserve Funds; provided, however, that (i) the required balance may not exceed 10% of the principal amount of such Secured Obligations (as specified in such Supplemental Indenture) and (ii) monthly deposits to accumulate, maintain or restore the required balance may not exceed 1/12 of the required balance.

(H) The Supplemental Indenture shall designate the Secured Obligation Debt Service Funds and any Secured Obligation Reserve Funds established for any such series of Secured Obligations as part of the Trust Estate that is for the sole benefit of such Secured Obligations.

(2) **Coverage Requirements.** Subject to *Section 8.1(b)*, the Issuer must demonstrate compliance with each of following three tests as provided in paragraphs (A), (B) and (C) of this *Section 8.2(a)(2)*:

(A) *Historical Compliance.* The Issuer shall deliver to the Trustee a certificate signed by an Authorized Issuer Representative and an Independent Certified Public Accountant containing (i) the actual amount of Net Revenues realized by the System in the most recently completed audited Fiscal Year, (ii) the actual Debt Service Requirements due and payable during such Fiscal Year on both Senior Lien Obligations and Subordinate Lien Obligations, and (iii) a calculation proving the resulting coverage ratios satisfy the Required Coverage Ratios.

(B) *Historical Pro Forma Test Assuming Issuance of Additional Secured Obligations.* The Issuer shall deliver to the Trustee a certificate signed by an Authorized Issuer Representative and an Independent Certified Public Accountant containing (i) the projected amounts of Net Revenues realized by the System in the most recently completed audited Fiscal Year as modified by this paragraph, (ii) the projected Debt Service Requirements due and payable during such Fiscal Year on both then currently outstanding Senior Lien Obligations and Subordinate Lien Obligations and the additional Secured Obligations to be issued (as specified in this paragraph), and (iii) a calculation proving the resulting coverage ratios satisfy the Required Coverage Ratios. For purposes of the calculations required by clause (i) of this paragraph, if the Issuer adopted a revised schedule of rates and charges for System services after the beginning of the prior audited Fiscal Year (or during the then current Fiscal Year) that are in effect as of the date of calculation, the Issuer and the Independent Certified Public Accountant shall take such rates into account in computing Net Revenues realized by the System as if such rates had actually been in effect for the entire prior audited Fiscal Year. For purposes of the calculations required by clause (ii) of this paragraph, the calculation of the Debt Service Requirements for the additional Secured Obligations to be issued shall be based upon the Debt Service Requirements for the first twelve months such additional Secured Obligations are outstanding.

(C) *Forecast Test.* The Issuer shall deliver to the Trustee a report of an Authorized Issuer Representative forecasting (i) the amount of Net Revenues expected to be realized by the System in the then current and each of the following four Fiscal Years, based on rates and charges for the System already adopted by the Issuer and in effect on the date of calculation, (ii) the projected Debt Service Requirements on both Senior Lien Obligations and Subordinate Lien Obligations in the then current and each of the following four Fiscal Years (taking into account the additional Secured Obligations to be issued), and (iii) the resulting coverage ratios (calculated in accordance with the Required Coverage Ratios). For purposes of the calculations required by clause (i) of this paragraph, (a) the Issuer may also take into account any increase in revenues reasonably projected by implementation of any improvements to the System financed with the proceeds of such additional Secured Obligations after such improvements are placed into service, and (b) the Issuer may also take into account any increase in rates charged for System services reasonably expected to be implemented by the Issuer during the then current or any of the following four Fiscal Years. For purposes of the calculations required by clause (ii) of this paragraph, the Issuer shall take into account Debt Service Requirements on additional Secured Obligations reasonably expected to be issued during the then current or the following four Fiscal Years as if such additional Secured Obligations (x) were issued within such time period, (y) have amortization schedules similar to and (z) bear interest at the same rate as the additional Secured Obligations for which the calculations required by this paragraph are made.

Notwithstanding the foregoing, additional Secured Obligations may be issued or incurred to refinance Outstanding Secured Obligations without compliance with the foregoing tests if, after giving effect to the application of the proceeds of such refunding Secured Obligations, Debt Service Requirements on all Secured Obligations outstanding on the date of issuance or incurrence of such refunding Secured Obligations (but excluding the refinanced Secured Obligations) will not be increased in the then current or any future Fiscal Year in which any Secured Obligations not being refunded are Outstanding.

(3) **Opinion of Counsel.** The Issuer must deliver to the Trustee (A) a Favorable Tax Opinion with respect to the issuance of the additional Secured Obligations, and (B) an Opinion of Counsel stating in effect that the documentation delivered to the Trustee complies in form and scope with the requirements of this *Article 8*, provided, however, that the delivery of such Opinion of Counsel shall not be construed as a verification by such Counsel of financial data, expectations or estimates contained in the supporting documentation delivered to the Trustee.

(4) **Certificate of Issuer.** The Issuer must deliver to the Trustee a certificate of an Authorized Issuer Representative stating in effect that (A) no Indenture Default exists, (B) the issuance of the additional Secured Obligations will not cause or result in an Indenture Default, and (C) if the provisions of *Section 15.5* are in effect, evidence of compliance with *Section 15.5*.

(b) Upon receipt of the documentation required by *Article 8*, the Trustee shall (i) execute the Supplemental Indenture and (ii) authenticate the additional Secured Obligations authorized under this Indenture.

SECTION 8.3 Effect of Issuance of Additional Secured Obligations

(a) Secured Obligations issued as Senior Lien Obligations shall be secured by the General Trust Estate on an equal, ratable and proportionate basis with the Series 2013 Senior Lien Obligations and all other Senior Lien Obligations issued under this Indenture and from time to time Outstanding. Secured Obligations issued as Subordinate Lien Obligations shall be secured by the General Trust Estate on an equal, ratable and proportionate basis with the Series 2013 Subordinate Lien Obligations and all other Subordinate Lien Obligations issued under this Indenture and from time to time Outstanding.

(b) The Secured Obligation Debt Service Funds and any Secured Obligation Reserve Funds established with respect to a related series of Secured Obligations shall be for the sole benefit of such Secured Obligations.

ARTICLE 9

Indenture Funds

SECTION 9.1 Revenue Fund

(a) There is hereby established a special trust fund which shall be designated the "Revenue Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Revenue Fund. The Revenue Fund shall be part of the General Trust Estate and shall be held by the Trustee for the benefit of the Holders of all Secured Obligations.

(b) All System Revenues shall be deposited in the Revenue Fund promptly as received by the Issuer.

(c) The Trustee shall make payments and transfers from the Revenue Fund as required by *Section 9.2*. The Issuer may make withdrawals from the Revenue Fund only to the extent permitted by *Section 9.2(a)(8)* and *(9)*.

SECTION 9.2 Application of System Revenues

(a) During each calendar month the System Revenues on deposit in the Revenue Fund shall be applied as follows, in the order of priority indicated:

(1) *Senior Lien Debt Service.* First, the Trustee shall deposit in each Senior Lien Debt Service Fund the amount required for the payment of Debt Service due on Senior Lien Obligations. The related provisions of this Indenture (including any Supplemental Indenture with respect to Senior Lien Obligations) may require such deposits on or before the due date of such Debt Service, or in the month prior to the due date of such Debt Service, or may require monthly deposits for the accumulation of funds to pay Debt Service on such Senior Lien Obligations; provided, however, that such monthly deposits may not exceed the sum of (i) the pro rata amount of interest payable on the next Interest Payment Date and

(ii) if principal matures or is subject to scheduled mandatory redemption within one year from the deposit date, the pro rata amount of principal payable on the next Maturity Date or scheduled mandatory redemption date, as the case may be. Investment earnings on deposit in, or transferred to, a Senior Lien Debt Service Fund shall be credited against the required deposits. If money available in the Revenue Fund is not sufficient to make all deposits otherwise required by this paragraph (1), then deposits to each Senior Lien Debt Service Fund shall be made on a proportionate basis.

(2) *Trustee Fees, Credit Enhancement Fees and Related Fees for Senior Lien Obligations.* Second, the Trustee shall, (i) pay fees and expenses of the Trustee (including amounts payable under **Section 12.7**), (ii) at the direction of the Issuer, which may be standing instructions, pay fees and other amounts due during such month with respect to Credit Enhancement for Senior Lien Obligations, and (iii) at the direction of the Issuer, which may be standing instructions, pay fees during such month to remarketing agents or entities performing similar functions with respect to Senior Lien Obligations. If money available in the Revenue Fund (after making deposits with priority) is not sufficient to make all payments required by this paragraph (2), such payments shall be made on a proportionate basis.

(3) *Subordinate Lien Debt Service.* Third, the Trustee shall deposit in each Subordinate Lien Debt Service Fund the amount required for the payment of Debt Service due on Subordinate Lien Obligations. The related provisions of this Indenture (including any Supplemental Indenture with respect to Subordinate Lien Obligations) may require such deposits on or before the due date of such Debt Service, or in the month prior to the due date of such Debt Service, or may require monthly deposits for the accumulation of funds to pay Debt Service on such Subordinate Lien Obligations; provided, however, that such monthly deposits may not exceed the sum of (i) the pro rata amount of interest payable on the next Interest Payment Date and (ii) if principal matures or is subject to scheduled mandatory redemption within one year from the deposit date, the pro rata amount of principal payable on the next Maturity Date or scheduled mandatory redemption date, as the case may be. Investment earnings on deposit in, or transferred to, a Subordinate Lien Debt Service Fund shall be credited against the required deposits. If money available in the Revenue Fund (after making deposits with priority) is not sufficient to make all deposits otherwise required by this paragraph (3), then deposits to each Subordinate Lien Debt Service Fund shall be made on a proportionate basis.

(4) *Credit Enhancement Fees and Related Fees for Subordinate Lien Obligations.* Fourth, the Trustee shall at the direction of the Issuer, which may be standing instructions, (i) pay fees and other amounts due during such month with respect to Credit Enhancement for Subordinate Lien Obligations and (ii) pay fees during such month to remarketing agents or entities performing similar functions with respect to Subordinate Lien Obligations. If money available in the Revenue Fund (after making deposits with priority) is not sufficient to make all payments required by this paragraph (4), such payments shall be made on a proportionate basis.

(5) *Operating Expenses.* Fifth, the Trustee shall deposit in the Operating Account the amount required to make the balance in the Operating Account equal to the Required Operating Reserve, as specified in writing by the Issuer.

(6) *Senior Lien Reserve Funds.* Sixth, the Trustee shall deposit in each Senior Lien Reserve Fund the amount required by this Indenture or the related Supplemental Indenture to accumulate, maintain or restore the required balance in such Senior Lien Reserve Fund, subject to the terms and conditions of **Section 8.2(a)(1)(G)** and **Section 9.6(d)**. If money available in the Revenue Fund (after making deposits with priority) is not sufficient to make all deposits required by this paragraph (6), deposits to each Senior Lien Reserve Fund shall be made on a proportionate basis.

(7) *Subordinate Lien Reserve Funds.* Seventh, the Trustee shall deposit in each Subordinate Lien Reserve Fund the amount required by this Indenture or the related Supplemental Indenture to accumulate, maintain or restore the required balance in such Subordinate Lien Reserve Fund, subject to the terms and conditions of **Section 8.2(a)(1)(G)** and **Section 9.7(d)**. If money available in the Revenue Fund (after making deposits with priority) is not sufficient to make all deposits required by this paragraph (7), deposits to each Subordinate Lien Reserve Fund shall be made on a proportionate basis.

(8) *Rebate Liability.* Eighth, on or before the twenty-fifth day of each month, the Issuer may request withdrawal of amounts due for Rebate Liability as provided in *Section 9.2(b)*.

(9) *Unsecured Obligations.* Ninth, the Issuer may request withdrawal of amounts due on Unsecured Obligations as provided in *Section 9.2(b)*.

(10) *Capital Improvement Fund.* Tenth, the Trustee shall transfer the entire amount remaining in the Revenue Fund to the Capital Improvement Fund.

(b) Withdrawals by the Issuer pursuant to *Section 9.2(a)(8)* or (9) shall be made pursuant to a requisition substantially in the form provided in *Exhibit 9.2(b)*, duly executed by an Authorized Issuer Representative.

SECTION 9.3 Series 2013 Senior Lien Debt Service Fund

(a) There is hereby established a special trust fund which shall be designated the "Series 2013 Senior Lien Debt Service Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Series 2013 Senior Lien Debt Service Fund. The Series 2013 Senior Lien Debt Service Fund shall be part of the Series 2013 Senior Lien Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Series 2013 Senior Lien Obligations.

(b) Deposits shall be made to the Series 2013 Senior Lien Debt Service Fund as follows:

(1) On or before the twenty-fifth day of each month, the Trustee shall deposit in the Series 2013 Senior Lien Debt Service Fund an amount equal to 1/6 of the interest payable on the Series 2013 Senior Lien Obligations on the next Interest Payment Date (plus any prior deficiencies); provided, however, that if the period from the date of issuance of the Series 2013 Senior Lien Obligations until the first Interest Payment Date is more or less than six months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of interest on the first Interest Payment Date.

(2) On or before the twenty-fifth day of each month, if the principal or Accreted Value of Series 2013 Senior Lien Obligations is payable within the next 12 months (whether at maturity or pursuant to scheduled mandatory redemption requirements), the Trustee shall deposit in the Series 2013 Senior Lien Debt Service Fund an amount equal to 1/12 of such principal amount or Accreted Value (plus any prior deficiencies); provided, however, that if the period from the date of issuance of the Series 2013 Senior Lien Obligations until such principal or Accreted Value is payable is less than 12 months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of principal or Accreted Value on such first principal or Accreted Value payment date.

(3) On or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Senior Lien Obligations, if the amount on deposit in the Series 2013 Senior Lien Debt Service Fund is not sufficient for any reason to pay Debt Service due on Series 2013 Senior Lien Obligations on such Warrant Payment Date, the Trustee shall transfer money to the Series 2013 Senior Lien Debt Service Fund from the Series 2013 Senior Lien Reserve Fund as provided in *Section 9.6(c)*.

The Trustee may claim a credit against such deposits for the amount of investment earnings realized in, or transferred to, the Series 2013 Senior Lien Debt Service Fund that have not been credited against prior deposits.

(c) On each Warrant Payment Date, money in the Series 2013 Senior Lien Debt Service Fund shall be applied by the Trustee to pay Debt Service due on the Series 2013 Senior Lien Obligations.

(d) If money on deposit in the Series 2013 Senior Lien Debt Service Fund on any Warrant Payment Date is sufficient to pay Debt Service on the Series 2013 Senior Lien Obligations due and payable on such Date, but the Holder of any Series 2013 Senior Lien Obligation that matures on such Date or that is subject to redemption on such Date fails to surrender such Series 2013 Senior Lien Obligation to the Trustee for payment of Debt Service due

and payable on such Date, the Trustee shall segregate and hold in trust for the benefit of the person entitled thereto money sufficient to pay the Debt Service due and payable on such Series 2013 Senior Lien Obligation on such Date. Money so segregated and held in trust shall not be a part of the Series 2013 Senior Lien Trust Estate and shall not be invested, but shall constitute a separate trust fund for the benefit of the persons entitled to such Debt Service.

(e) The Trustee may transfer funds on deposit in the Series 2013 Senior Lien Debt Service Fund for the payment of particular Series 2013 Senior Lien Obligations to a trust created pursuant to *Article 14* for the benefit of such Series 2013 Senior Lien Obligations.

SECTION 9.4 Series 2013 Subordinate Lien Debt Service Fund

(a) There is hereby established a special trust fund which shall be designated the "Series 2013 Subordinate Lien Debt Service Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Series 2013 Subordinate Lien Debt Service Fund. The Series 2013 Subordinate Lien Debt Service Fund shall be part of the Series 2013 Subordinate Lien Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Series 2013 Subordinate Lien Obligations.

(b) Deposits shall be made to the Series 2013 Subordinate Lien Debt Service Fund as follows:

(1) On or before the twenty-fifth day of each month, the Trustee shall deposit in the Series 2013 Subordinate Lien Debt Service Fund an amount equal to 1/6 of the interest payable on the Series 2013 Subordinate Lien Obligations on the next Interest Payment Date; provided, however, that if the period from the date of issuance of the Series 2013 Subordinate Lien Obligations until the first Interest Payment Date is more or less than six months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of interest on the first Interest Payment Date.

(2) On or before the twenty-fifth day of each month, if the principal or Accreted Value of Series 2013 Subordinate Lien Obligations is payable within the next 12 months (whether at maturity or pursuant to scheduled mandatory redemption requirements), the Trustee shall deposit in the Series 2013 Subordinate Lien Debt Service Fund an amount equal to 1/12 of such principal amount or Accreted Value; provided, however, that if the period from the date of issuance of the Series 2013 Subordinate Lien Obligations until such principal or Accreted Value is payable is less than 12 months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of principal or Accreted Value on such first principal or Accreted Value payment date.

(3) On or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Subordinate Lien Obligations, if the amount on deposit in the Series 2013 Subordinate Lien Debt Service Fund is not sufficient for any reason to pay Debt Service due on Series 2013 Subordinate Lien Obligations on such Warrant Payment Date, the Trustee shall transfer money to the Series 2013 Subordinate Lien Debt Service Fund from the Series 2013 Subordinate Lien Reserve Fund as provided in *Section 9.7(c)*.

The Trustee may claim a credit against such deposits for the amount of investment earnings realized in, or transferred to, the Series 2013 Subordinate Lien Debt Service Fund that have not been credited against prior deposits.

(c) On each Warrant Payment Date, money in the Series 2013 Subordinate Lien Debt Service Fund shall be applied by the Trustee to pay Debt Service due on the Series 2013 Subordinate Lien Obligations.

(d) If money on deposit in the Series 2013 Subordinate Lien Debt Service Fund on any Warrant Payment Date is sufficient to pay Debt Service on the Series 2013 Subordinate Lien Obligations due and payable on such Date, but the Holder of any Series 2013 Subordinate Lien Obligation that matures on such Date or that is subject to redemption on such Date fails to surrender such Series 2013 Subordinate Lien Obligation to the Trustee for payment of Debt Service due and payable on such Date, the Trustee shall segregate and hold in trust for the benefit of the person entitled thereto money sufficient to pay the Debt Service due and payable on such Series 2013 Subordinate Lien Obligation on such Date. Money so segregated and held in trust shall not be a part of the Series

2013 Subordinate Lien Trust Estate and shall not be invested, but shall constitute a separate trust fund for the benefit of the persons entitled to such Debt Service.

(e) The Trustee may transfer funds on deposit in the Series 2013 Subordinate Lien Debt Service Fund for the payment of particular Series 2013 Subordinate Lien Obligations to a trust created pursuant to *Article 14* for the benefit of such Series 2013 Subordinate Lien Obligations.

SECTION 9.5 Operating Account

(a) The Issuer shall maintain an account (an “Operating Account”) in its own name with a bank or financial institution selected by the Issuer (which may include the Trustee’s commercial banking department) for the payment of Operating Expenses.

(b) On or before the twenty-fifth day of each month, the Trustee shall transfer money to the Operating Account from the Revenue Fund as required by *Section 9.2(a)(5)*.

(c) The Issuer shall use money in the Operating Account solely for the payment of Operating Expenses. Each payment or transfer from the Operating Account by the Issuer shall constitute an implied representation or warranty by the Issuer that the purpose of such payment or transfer is authorized by this Indenture. The Issuer shall provide copies of monthly bank statements for the Operating Account and such additional information and documentation with respect to the Operating Account as the Trustee shall reasonably request; provided, however, that the Trustee shall be entitled to rely upon the Issuer’s implied representation or warranty with respect to the purpose of payments or transfers from the Operating Account, and neither a request for information or documentation nor any provision of this Indenture shall impose on the Trustee any duty or responsibility to verify that payments or transfers by the Issuer from the Operating Account are authorized by this Indenture.

(d) If an Indenture Default exists, the Trustee may direct the Issuer to transfer possession and control of the Operating Account to the Trustee. The Issuer shall complete such transfer within five Business Days after receipt of such notice. While the Operating Account is in the possession and control of the Trustee as described in this *Section 9.5(d)*, payments from the Operating Account may be made by the Issuer pursuant to such procedures as the Trustee shall establish in its discretion. If an Indenture Default which causes a transfer of control of the Operating Account pursuant to the provisions of this *Section 9.5(d)* no longer exists or is cured, then upon request of the Issuer, the Trustee shall transfer control of the Operating Account back to the Issuer within five Business Days after receipt of such request.

SECTION 9.6 Series 2013 Senior Lien Reserve Fund

(a) There is hereby established a special trust fund which shall be designated the “Series 2013 Senior Lien Reserve Fund”. The Trustee shall be the depository, custodian and sole disbursing agent for the Series 2013 Senior Lien Reserve Fund. The Series 2013 Senior Lien Reserve Fund shall be part of the Series 2013 Senior Lien Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Series 2013 Senior Lien Obligations.

(b) On the date of issuance of the Series 2013 Senior Lien Obligations, the Issuer shall deliver to the Trustee the Series 2013 Senior Lien Reserve Fund Letter of Credit. The Series 2013 Senior Lien Reserve Fund Letter of Credit shall be part of the Series 2013 Senior Lien Reserve Fund. The Series 2013 Senior Lien Reserve Fund Letter of Credit shall meet each of the following requirements:

(1) The Series 2013 Senior Lien Reserve Fund Letter of Credit shall be irrevocable so long as Series 2013 Senior Lien Obligations are Outstanding and shall be irrevocably payable to the Trustee, as trustee for the benefit of the Holders of Series 2013 Senior Lien Obligations.

(2) The Series 2013 Senior Lien Reserve Fund Letter of Credit shall provide for payment at sight of a properly completed draw request by wire transfer in accordance with the written instructions of the Trustee.

(3) The Series 2013 Senior Lien Reserve Fund Letter of Credit or the Series 2013 Senior Collateral Agreement shall provide for delivery of collateral to the Trustee should a rating maintained by any one of Moody's, S&P or Fitch with respect to the long-term senior unsecured debt obligations of JPMorgan Chase Bank fall to or below one of following rating categories: Baa3 / BBB- / BBB- assigned by any one of Moody's, S&P or Fitch (as applicable) at any time the Series 2013 Senior Lien Obligations are Outstanding. Collateral delivery shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in **Section 9.6(c)**. The required collateral shall be in the form of cash or Qualified Investments, which shall be deposited in a segregated account within the Series 2013 Senior Lien Reserve Fund, to be held or returned by the Trustee subject to the provisions of the Series 2013 Senior Collateral Agreement. Failure to deliver collateral in connection with this paragraph shall result in a Collateral Draw under the Series 2013 Senior Lien Reserve Fund Letter of Credit in an amount equal to the full then available stated amount thereof within 5 Business Days of such failure to deliver collateral. Funds obtained pursuant to a Collateral Draw shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in **Section 9.6(c)**.

JPMorgan Chase Bank may deliver cash in substitution of its Series 2013 Senior Lien Reserve Fund Letter of Credit at any time, provided that the amount of such cash delivered in substitution therefor is equal to the then available stated amount under the Series 2013 Senior Lien Reserve Fund Letter of Credit. Delivery of cash in substitution of its Series 2013 Senior Lien Reserve Fund Letter of Credit shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in **Section 9.6(c)**. Any money delivered by JPMorgan Chase Bank as provided in this Section shall be deposited in a segregated account of the Series 2013 Senior Lien Reserve Fund, to be held or returned by the Trustee pursuant to the provisions of **Section 9.6(e)**.

(c) Withdrawals from the Series 2013 Senior Lien Reserve Fund for deposit in the Series 2013 Senior Lien Debt Service Fund shall be made in the following order:

(1) On or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Senior Lien Obligations, the Trustee shall withdraw money in the Series 2013 Senior Lien Reserve Fund from System Revenues (but not including funds described in the subsequent paragraphs of this **Section 9.6(c)**) and use such money to pay Debt Service on the Series 2013 Senior Lien Obligations, but only if money on deposit in the Series 2013 Senior Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Senior Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service.

(2) If the amount available under **Section 9.6(c)(1)** is insufficient to provide the funds necessary to prevent a default in the payment of Debt Service on the Series 2013 Senior Lien Obligations, on or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Senior Lien Obligations, the Trustee shall either (i) draw upon the Series 2013 Senior Lien Reserve Fund Letter of Credit in the minimum amount of \$100,000, or (ii) transfer (A) cash delivered by JPMorgan Chase Bank in substitution of its Series 2013 Senior Lien Reserve Fund Letter of Credit or (B) cash obtained pursuant to a Collateral Draw, and the proceeds of such draw or transfer shall be used to pay Debt Service on the Series 2013 Senior Lien Obligations, but only if money on deposit in the Series 2013 Senior Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Senior Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service. The balance of the proceeds of any draw not needed for transfer to the Series 2013 Senior Lien Debt Service Fund shall be deposited in the Series 2013 Senior Lien Reserve Fund.

(3) If the Trustee draws upon the Series 2013 Senior Lien Reserve Fund Letter of Credit and JPMorgan Chase Bank fails to honor such draw, on or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Senior Lien Obligations, the Trustee shall withdraw collateral (if any) provided by JPMorgan Chase Bank pursuant to **Section 9.6(b)(3)** in an amount up to the amount requested in such dishonored draw request and use such money to pay Debt Service on the Series 2013 Senior Lien Obligations, but only if money on deposit in the Series 2013 Senior Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the

Series 2013 Senior Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service.

(d) If any withdrawal from the Series 2013 Senior Lien Reserve Fund is made pursuant to **Section 9.6(c)**, the Trustee shall, on or before the twenty-fifth day of each month after such withdrawal (in accordance with the priority specified in **Section 9.2**), transfer money from the Revenue Fund to the Series 2013 Senior Lien Reserve Fund in an amount equal to the lesser of (i) 1/12 of the amount withdrawn or (ii) the amount required to restore the balance in the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Reserve Fund Requirement; provided that withdrawals made pursuant to **Section 9.6(e)**, **9.6(f)** or **9.6(g)** need not be reimbursed by the Issuer.

(e) On or before October 1 of each year and on or before the date of any optional redemption or Defeasance of Series 2013 Senior Lien Obligations, the Trustee shall determine the balance in the Series 2013 Senior Lien Reserve Fund. The balance in the Series 2013 Senior Lien Reserve Fund shall be determined by valuing cash or Qualified Investments on deposit in any account of the Series 2013 Senior Lien Reserve Fund at fair market value as of the date of determination (exclusive of accrued interest and excluding collateral) and by valuing the Series 2013 Senior Lien Reserve Fund Letter of Credit on deposit at the then current amount of permissible draws available thereunder on the date of determination (without regard to any collateral delivered). The Trustee may value cash, Qualified Investments or the Series 2013 Senior Lien Reserve Fund Letter of Credit on any Business Day up to three Business Days prior to the date of any transfer or withdrawal permitted by this **Section 9.6**. The amount, if any, by which the balance in the Series 2013 Senior Lien Reserve Fund on any such determination date exceeds the Series 2013 Senior Lien Reserve Fund Requirement shall be applied by the Trustee as follows:

(1) Excess money attributable to funds deposited into the Series 2013 Senior Lien Reserve Fund from System Revenues shall be transferred to the Series 2013 Senior Lien Debt Service Fund, or

(2) Excess money attributable to funds deposited into the Series 2013 Senior Lien Reserve Fund (i) by JPMorgan Chase Bank in substitution of the Series 2013 Senior Lien Reserve Fund Letter of Credit or (ii) pursuant to a Collateral Draw shall be returned to JPMorgan Chase Bank.

Losses attributable to investment of cash deposited into the Series 2013 Senior Lien Reserve Fund by JPMorgan Chase Bank in substitution of its Series 2013 Senior Lien Reserve Fund Letter of Credit or attributable to a Collateral Draw shall be reimbursed by JPMorgan Chase Bank within 15 business days of written demand therefor by the Trustee in accordance with the Series 2013 Senior Collateral Agreement. Subject to the Series 2013 Senior Collateral Agreement, to the extent collateral has been delivered by JPMorgan Chase Bank pursuant to **Section 9.6(b)(3)**, the Trustee shall not transfer the amount of such collateral under the provisions of this **Section 9.6(e)**.

(f) The Trustee may transfer funds on deposit in the Series 2013 Senior Lien Reserve Fund to a trust created pursuant to **Article 14** for the benefit of the Series 2013 Senior Lien Obligations, so long as the balance in the Series 2013 Senior Lien Reserve Fund, after giving effect to such transfer, is not less than the Series 2013 Senior Lien Reserve Fund Requirement, provided that (i) draws on the Series 2013 Senior Lien Reserve Fund Letter of Credit, (ii) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit, (iii) funds obtained pursuant to a Collateral Draw, or (iv) any collateral delivered by JPMorgan Chase Bank pursuant to **Section 9.6(b)(3)** may not be used for this purpose.

(g) Notwithstanding the provisions of this **Section 9.6**, if the terms of the Series 2013 Senior Lien Reserve Fund Letter of Credit allow for reinstatement, the Issuer may direct the Trustee to make a withdrawal from the Series 2013 Senior Lien Reserve Fund by delivering a certificate in substantially the form attached hereto as **Exhibit 9.6(g)** for the purpose of optionally redeeming Senior Lien Reserve Fund Warrants, but only if (i) redemption of such Senior Lien Reserve Fund Warrants will have the effect of reinstating coverage under the Series 2013 Senior Lien Reserve Fund Letter of Credit in the amount of such withdrawal, and (ii) the result of such withdrawal immediately after giving effect to reinstatement of the Series 2013 Senior Lien Reserve Fund Letter of Credit is that the Issuer meets the Series 2013 Senior Lien Reserve Fund Requirement, taking into account amounts held in the Series 2013 Senior Lien Reserve Fund and the coverage provided by the Series 2013 Senior Lien Reserve Fund Letter of Credit; provided that (x) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit, (y) funds obtained pursuant to a Collateral Draw or (z) collateral (if any) delivered by JPMorgan Chase Bank pursuant to **Section 9.6(b)(3)** shall not be used for this purpose.

(h) For the avoidance of doubt, none of (i) the Series 2013 Senior Lien Reserve Fund Letter of Credit nor (ii) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit nor (iii) funds obtained pursuant to a Collateral Draw, nor (iv) collateral (if any) delivered by JPMorgan Chase Bank pursuant to **Section 9.6(b)(3)** may be drawn upon to pay Debt Service due on optional redemption of the Series 2013 Senior Lien Obligations.

SECTION 9.7 Series 2013 Subordinate Lien Reserve Fund

(a) There is hereby established a special trust fund which shall be designated the "Series 2013 Subordinate Lien Reserve Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Series 2013 Subordinate Lien Reserve Fund. The Series 2013 Subordinate Lien Reserve Fund shall be part of the Series 2013 Subordinate Lien Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Series 2013 Subordinate Lien Obligations.

(b) On the date of issuance of the Series 2013 Subordinate Lien Obligations, the Issuer shall deliver to the Trustee the Series 2013 Subordinate Lien Reserve Fund Letter of Credit. The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall be part of the Series 2013 Subordinate Lien Reserve Fund. The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall meet each of the following requirements:

(1) The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall be irrevocable so long as Series 2013 Subordinate Lien Obligations are Outstanding and shall be irrevocably payable to the Trustee, as trustee for the benefit of the Holders of Series 2013 Subordinate Lien Obligations.

(2) The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall provide for payment at sight of a properly completed draw request by wire transfer in accordance with the written instructions of the Trustee.

(3) The Series 2013 Subordinate Lien Reserve Fund Letter of Credit or the Series 2013 Subordinate Collateral Agreement shall provide for delivery of collateral to the Trustee should a rating maintained by any one of Moody's, S&P or Fitch with respect to the long-term senior unsecured debt obligations of JPMorgan Chase Bank fall to or below one of following rating categories: Baa3 / BBB- / BBB- assigned by any one of Moody's, S&P or Fitch (as applicable) at any time the Series 2013 Subordinate Lien Obligations are Outstanding. Collateral delivery shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in **Section 9.7(c)**. The required collateral shall be in the form of cash or Qualified Investments, which shall be deposited in a segregated account within the Series 2013 Subordinate Lien Reserve Fund, to be held or returned by the Trustee subject to the provisions of the Series 2013 Subordinate Collateral Agreement. Failure to deliver collateral in connection with this paragraph shall result in a Collateral Draw under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit in an amount equal to the full then available stated amount thereof within 5 Business Days of such failure to deliver collateral. Funds obtained pursuant to a Collateral Draw shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in **Section 9.7(c)**.

JPMorgan Chase Bank may deliver cash in substitution of its Series 2013 Subordinate Lien Reserve Fund Letter of Credit at any time, provided that the amount of such cash delivered in substitution therefor is equal to the then available stated amount under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit. Delivery of cash in substitution of its Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in **Section 9.7(c)**. Any money delivered by JPMorgan Chase Bank as provided in this Section shall be deposited in a segregated account of the Series 2013 Subordinate Lien Reserve Fund, to be held or returned by the Trustee pursuant to the provisions of **Section 9.7(e)**.

(c) Withdrawals from the Series 2013 Subordinate Lien Reserve Fund for deposit in the Series 2013 Subordinate Lien Debt Service Fund shall be made in the following order:

(1) On or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Subordinate Lien Obligations, the Trustee shall withdraw money in the Series 2013 Subordinate Lien Reserve Fund from System Revenues (but not including funds described in the subsequent paragraphs of this **Section 9.7(c)**) and use such money to pay Debt Service on the Series 2013 Subordinate Lien Obligations, but only if money on deposit in the Series 2013 Subordinate Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Subordinate Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service.

(2) If the amount available under **Section 9.7(c)(1)** is insufficient to provide the funds necessary to prevent a default in the payment of Debt Service on the Series 2013 Subordinate Lien Obligations, on or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Subordinate Lien Obligations, the Trustee shall either (i) draw upon the Series 2013 Subordinate Lien Reserve Fund Letter of Credit in the minimum amount of \$100,000, or (ii) transfer (A) cash delivered by JPMorgan Chase Bank in substitution of its Series 2013 Subordinate Lien Reserve Fund Letter of Credit or (B) cash obtained pursuant to a Collateral Draw, and the proceeds of such draw or transfer shall be used to pay Debt Service on the Series 2013 Subordinate Lien Obligations, but only if money on deposit in the Series 2013 Subordinate Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Subordinate Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service. The balance of the proceeds of any draw not needed for transfer to the Series 2013 Subordinate Lien Debt Service Fund shall be deposited in the Series 2013 Subordinate Lien Reserve Fund.

(3) If the Trustee draws upon the Series 2013 Subordinate Lien Reserve Fund Letter of Credit and JPMorgan Chase Bank fails to honor such draw, on or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Subordinate Lien Obligations, the Trustee shall withdraw collateral (if any) provided by JPMorgan Chase Bank pursuant to **Section 9.7(b)(3)** in an amount up to the amount requested in such dishonored draw request and use such money to pay Debt Service on the Series 2013 Subordinate Lien Obligations, but only if money on deposit in the Series 2013 Subordinate Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Subordinate Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service.

(d) If any withdrawal from the Series 2013 Subordinate Lien Reserve Fund is made pursuant to **Section 9.7(c)**, the Trustee shall, on or before the twenty-fifth day of each month after such withdrawal (in accordance with the priority specified in **Section 9.2**), transfer money from the Revenue Fund to the Series 2013 Subordinate Lien Reserve Fund in an amount equal to the lesser of (i) 1/12 of the amount withdrawn or (ii) the amount required to restore the balance in the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Reserve Fund Requirement; provided that withdrawals made pursuant to **Section 9.7(e)**, **9.7(f)** or **9.7(g)** need not be reimbursed by the Issuer.

(e) On or before October 1 of each year and on or before the date of any optional redemption or Defeasance of Series 2013 Subordinate Lien Obligations, the Trustee shall determine the balance in the Series 2013 Subordinate Lien Reserve Fund. The balance in the Series 2013 Subordinate Lien Reserve Fund shall be determined by valuing cash or Qualified Investments on deposit in any account of the Series 2013 Subordinate Lien Reserve Fund at fair market value as of the date of determination (exclusive of accrued interest and excluding collateral) and by valuing the Series 2013 Subordinate Lien Reserve Fund Letter of Credit on deposit at the then current amount of permissible draws available thereunder on the date of determination (without regard to any collateral delivered). The Trustee may value cash, Qualified Investments or the Series 2013 Subordinate Lien Reserve Fund Letter of Credit on any Business Day up to three Business Days prior to the date of any transfer or withdrawal permitted by this **Section 9.7**. The amount, if any, by which the balance in the Series 2013 Subordinate Lien Reserve Fund on any such determination date exceeds the Series 2013 Subordinate Lien Reserve Fund Requirement shall be applied by the Trustee as follows:

(1) Excess money attributable to funds deposited into the Series 2013 Subordinate Lien Reserve Fund from System Revenues shall be transferred to the Series 2013 Subordinate Lien Debt Service Fund, or

(2) Excess money attributable to funds deposited into the Series 2013 Subordinate Lien Reserve Fund (i) by JPMorgan Chase Bank in substitution of the Series 2013 Subordinate Lien Reserve Fund Letter of Credit or (ii) pursuant to a Collateral Draw shall be returned to JPMorgan Chase Bank.

Losses attributable to investment of cash deposited into the Series 2013 Subordinate Lien Reserve Fund by JPMorgan Chase Bank in substitution of its Series 2013 Subordinate Lien Reserve Fund Letter of Credit or attributable to a Collateral Draw shall be reimbursed by JPMorgan Chase Bank within 15 business days of written demand therefor by the Trustee in accordance with the Series 2013 Subordinate Collateral Agreement. Subject to the Series 2013 Subordinate Collateral Agreement, to the extent collateral has been delivered by JPMorgan Chase Bank pursuant to *Section 9.7(b)(3)*, the Trustee shall not transfer the amount of such collateral under the provisions of this *Section 9.7(e)*.

(f) The Trustee may transfer funds on deposit in the Series 2013 Subordinate Lien Reserve Fund to a trust created pursuant to *Article 14* for the benefit of the Series 2013 Subordinate Lien Obligations, so long as the balance in the Series 2013 Subordinate Lien Reserve Fund, after giving effect to such transfer, is not less than the Series 2013 Subordinate Lien Reserve Fund Requirement, provided that (i) draws on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (ii) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (iii) funds obtained pursuant to a Collateral Draw, or (iv) any collateral delivered by JPMorgan Chase Bank pursuant to *Section 9.7(b)(3)* may not be used for this purpose.

(g) Notwithstanding the provisions of this *Section 9.7*, if the terms of the Series 2013 Subordinate Lien Reserve Fund Letter of Credit allow for reinstatement, the Issuer may direct the Trustee to make a withdrawal from the Series 2013 Subordinate Lien Reserve Fund by delivering a certificate in substantially the form attached hereto as *Exhibit 9.7(g)* for the purpose of optionally redeeming Subordinate Lien Reserve Fund Warrants, but only if (i) redemption of such Subordinate Lien Reserve Fund Warrants will have the effect of reinstating coverage under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit in the amount of such withdrawal, and (ii) the result of such withdrawal immediately after giving effect to reinstatement of the Series 2013 Subordinate Lien Reserve Fund Letter of Credit is that the Issuer meets the Series 2013 Subordinate Lien Reserve Fund Requirement, taking into account amounts held in the Series 2013 Subordinate Lien Reserve Fund and the coverage provided by the Series 2013 Subordinate Lien Reserve Fund Letter of Credit; provided that (x) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (y) funds obtained pursuant to a Collateral Draw or (z) collateral (if any) delivered by JPMorgan Chase Bank pursuant to *Section 9.7(b)(3)* shall not be used for this purpose.

(h) For the avoidance of doubt, none of (i) the Series 2013 Subordinate Lien Reserve Fund Letter of Credit nor (ii) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit nor (iii) funds obtained pursuant to a Collateral Draw, nor (iv) collateral (if any) delivered by JPMorgan Chase Bank pursuant to *Section 9.7(b)(3)* may be drawn upon to pay Debt Service due on optional redemption of the Series 2013 Subordinate Lien Obligations.

SECTION 9.8 Capital Improvement Fund

(a) There is hereby established with the Trustee a trust fund which shall be designated the "Capital Improvement Fund". The Trustee shall be the depository, custodian and disbursing agent for the Capital Improvement Fund. The Capital Improvement Fund shall be part of the General Trust Estate and shall be held by the Trustee for the benefit of the Holders of all Secured Obligations.

(b) On or before the twenty-fifth day of each month, if all payments and deposits required during such month by *Section 9.2(a)(1)* through (7) have been made, the Trustee shall deposit the remaining money in the Capital Improvement Fund pursuant to *Section 9.2(a)(10)*, but only to the extent the Issuer has not requested funds from the Trustee for the purposes described in *Sections 9.2(a)(8)* and (9).

(c) Money in the Capital Improvement Fund may be used for the following purposes:

(1) If no Indenture Default exists, the Issuer may withdraw money from the Capital Improvement Fund from time to time for the purpose of paying (A) costs of Capital Improvements to the System, (B) the purchase price of Secured Obligations purchased pursuant to the provisions of *Section 6.2*, (C) the purchase price of Callable Warrants purchased in lieu of optional redemption pursuant to the provisions of *Section 7.9*, (D) amounts needed for optional redemption of Secured Obligations, or (E) amounts necessary to pay Rebate Liability, if the Issuer delivers to the Trustee a requisition substantially in the form attached as *Exhibit 9.8(c)*, executed by an Authorized Issuer Representative.

(2) If money on deposit with the Trustee in the related Debt Service Fund is not sufficient for the timely payment of Debt Service due on Secured Obligations, the Trustee may transfer money from the Capital Improvement Fund to the related Debt Service Fund to the extent necessary for payment of such Debt Service.

(3) If money on deposit in the Operating Account is not sufficient for the timely payment of Operating Expenses, the Issuer may direct the Trustee to transfer money from the Capital Improvement Fund to the Operating Account for the payment of Operating Expenses.

(4) On the date of issuance of any Secured Obligations, the Issuer may direct the Trustee to transfer money from the Capital Improvement Fund to any related Secured Obligation Reserve Fund, subject to the terms and conditions of *Section 8.2(a)(1)(G)*.

SECTION 9.9 Costs of Issuance Fund

(a) There is hereby established with the Trustee a trust fund which shall be designated the "Costs of Issuance Fund". The Trustee shall be the depository, custodian and disbursing agent for the Costs of Issuance Fund. The Costs of Issuance Fund shall be part of the General Trust Estate.

(b) A deposit to the Costs of Issuance Fund shall be made from the proceeds of the Warrants, as provided in *Section 5.7*. Any Supplemental Indenture with respect to the issuance of Secured Obligations may provide for additional deposits to the Costs of Issuance Fund.

(c) Money in the Costs of Issuance Fund shall be paid by the Trustee from time to time for the purpose of paying Costs of Issuance with respect to Secured Obligations upon delivery to the Trustee of a written direction executed by an Authorized Issuer Representative, together with a copy of each invoice to which such request relates.

(d) At the request of the Issuer, the Trustee shall establish a separate account within the Costs of Issuance Fund for the proceeds of any series of Secured Obligations.

(e) After an Authorized Issuer Representative certifies to the Trustee that money remaining in the Costs of Issuance Fund is not needed to pay Costs of Issuance with respect to the Warrants, any balance remaining in the Costs of Issuance Fund shall be transferred to the Revenue Fund.

SECTION 9.10 Clearing Accounts and Fund Subaccounts

(a) In connection with the issuance of any Secured Obligations hereunder, at the direction of the Issuer, the Trustee shall create a clearing account to receive and disburse initial proceeds from the sale of any Secured Obligations hereunder and other funds of the Issuer delivered to the Trustee in connection with the issuance of such Secured Obligations.

(b) At the direction of the Issuer, the Trustee shall create one or more accounts within any Indenture Fund, which account or accounts shall, for all purposes, constitute a part of the Indenture Fund to which they relate.

SECTION 9.11 Investment of Indenture Funds

(a) Except as otherwise expressly provided in this Indenture, any money held as part of an Indenture Fund (other than the Operating Account) shall be invested or reinvested in Qualified Investments by the Trustee in accordance with the instructions of the Issuer. The Trustee may rely on the direction of the Issuer as to both the legality and suitability of the directed investment. In the absence of such instructions, the Trustee may hold such money in cash or in the investments described in paragraph (g) of the definition of Qualified Investments. Interest and profits on investments in the Series 2013 Senior Lien Reserve Fund shall be transferred to the Series 2013 Senior Lien Debt Service Fund, as provided in *Section 9.6(e)*. Interest and profits on investments in the Series 2013 Subordinate Lien Reserve Fund shall be transferred to the Series 2013 Subordinate Lien Debt Service Fund, as provided in *Section 9.7(e)*. Except as provided with respect to investment earnings on the Series 2013 Senior Lien Reserve Fund and the Series 2013 Subordinate Lien Reserve Fund, any investment made with money on deposit in an Indenture Fund shall be held by or under control of the Trustee and shall be deemed at all times a part of the Indenture Fund where such money was on deposit, and the interest and profits realized from such investment shall be credited to such Indenture Fund and any loss resulting from such investment shall be charged to such Indenture Fund. The Issuer may invest funds in the Operating Account in only Qualified Investments.

(b) Any investment of money in the Indenture Funds may be made by the Trustee through its own bond department, investment department or other commercial banking department providing investment services.

(c) The Trustee shall follow the instructions of the Issuer with respect to investments of the Indenture Funds as provided in this Section, and the Trustee shall not be responsible for (i) determining that any such investment complies with the arbitrage limitations imposed by Section 148 of the Internal Revenue Code, or (ii) calculating the amount of any Rebate Liability. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it at the direction of the Issuer or for whether any such investment is a Qualified Investment.

(d) If the Trustee shall have actual notice that any Qualified Investments held by the Trustee shall no longer have the required rating, the Trustee shall promptly notify the Issuer of the downgrade or withdrawal of such investment's rating.

SECTION 9.12 Application of Funds After Indenture Indebtedness Defeased

(a) After any series of Secured Obligations has been paid or Defeased, any money or investments remaining in the related Secured Obligation Debt Service Funds or the related Secured Obligation Reserve Funds shall be transferred to the Revenue Fund.

(b) After all Indenture Indebtedness has been paid or Defeased, any money or investments remaining in the Indenture Funds or otherwise constituting part of the Trust Estate shall be paid to the Issuer if no Indenture Default exists.

(c) Notwithstanding the provisions of this Section, any collateral deposited in the Series 2013 Senior Lien Reserve Fund pursuant to *Section 9.6(b)(3)* or any collateral deposited in the Series 2013 Subordinate Lien Reserve Fund pursuant to *Section 9.7(b)(3)* shall be directed as provided in the Series 2013 Senior Collateral Agreement or the Series 2013 Subordinate Collateral Agreement.

ARTICLE 10

Representations and Covenants

SECTION 10.1 General Representations

The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Under the provisions of the Enabling Law and its organizational documents, it has the power to consummate the transactions described in the Secured Obligation Documents.

(b) The Secured Obligation Documents to which it is a party constitute legal, valid and binding obligations of the Issuer and are enforceable against it in accordance with the terms of such Secured Obligation Documents, except as enforcement thereof may be limited by (i) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights and (ii) general principles of equity, including the exercise of judicial discretion in appropriate cases.

(c) The lien imposed by this Indenture is a first-priority valid, binding lien on System Revenues and on the Trust Estate. The Issuer's title to the System as it presently exists is free and clear of any encumbrance or other lien, other than liens permitted by *Section 10.8(c)*.

SECTION 10.2 Encumbrances on Trust Estate

The Issuer will not create any pledge, charge, encumbrance or lien of any kind on the Trust Estate or any part thereof prior to or on a parity with the lien of this Indenture and will not create or permit any other lien on the Trust Estate or any part thereof except as permitted by *Article 8* and *Section 10.8*.

SECTION 10.3 Payment of Secured Obligations

The Issuer will, from funds constituting part of the Trust Estate, duly and punctually pay, or cause to be paid, the Debt Service on the Secured Obligations as and when the same shall become due and will, from funds constituting a part of the Trust Estate, duly and punctually deposit, or cause to be deposited, in the Indenture Funds the amounts required to be deposited therein, all in accordance with the terms of the Secured Obligations and this Indenture.

SECTION 10.4 Inspection of Records

The Issuer will at any and all times, upon the request of the Trustee, afford and procure a reasonable opportunity for the Trustee by its representatives to inspect any books, records, reports and other papers of the Issuer relating to the performance by the Issuer of its covenants in this Indenture, and the Issuer will furnish to the Trustee any and all information as the Trustee may reasonably request with respect to the performance by the Issuer of its covenants in this Indenture.

SECTION 10.5 Advances by Trustee

If the Issuer shall fail to perform any of its covenants in this Indenture, the Trustee may, but shall not be required, at any time and from time to time, to make advances to effect performance of any such covenant on behalf of the Issuer. Any money so advanced by the Trustee, together with interest at the Post-Default Rate, shall be repaid upon demand and such advances shall be secured under this Indenture prior and senior in right to any Secured Obligations.

SECTION 10.6 Transfer of System

(a) The Issuer may transfer the System substantially as an entirety to another person if

(1) the person who acquires by conveyance or transfer the System substantially as an entirety (the "Successor") shall execute and deliver to the Trustee an instrument in form recordable and acceptable to the Trustee containing an assumption by such Successor of the due and punctual payment of the Debt Service on the Secured Obligations and the performance and observance of every covenant and condition of the Secured Obligation Documents to be performed or observed by the Issuer;

(2) the Issuer shall deliver to the Trustee a Favorable Tax Opinion, and

(3) either:

(A) the Secured Obligations are Defeased or fully paid in connection with the transfer, or

(B) the transfer is approved by each of the following:

(I) the Holders of not less than a majority in principal amount of the Outstanding Senior Lien Obligations, provided that the determination of whether transfer is approved shall be made by a direct vote of the Holders of the Outstanding Senior Lien Obligations without regard to the rights of any provider of any Credit Enhancement,

(II) the Holders of not less than a majority in principal amount of the Outstanding Subordinate Lien Obligations, provided that the determination of whether transfer is approved shall be made by a direct vote of the Holders of the Outstanding Subordinate Lien Obligations without regard to the rights of any provider of any Credit Enhancement, and

(III) the Series 2013 Insurer consents pursuant to *Section 15.6(a)(3)*.

(b) Upon any conveyance or transfer of the System substantially as an entirety in accordance with this Section, the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture with the same effect as if such Successor had been named as the Issuer herein. Upon any conveyance or transfer of the System substantially as an entirety in accordance with this Section, the Issuer shall be released from all further obligations of whatsoever type hereunder.

SECTION 10.7 Compliance with the Tax Certificate and Agreement

(a) The Issuer will comply with the covenants and agreements on its part contained in the Tax Certificate and Agreement.

(b) Pursuant to Section 148(f) of the Internal Revenue Code, the Issuer must monitor and pay over to the U.S. Treasury any Rebate Liability when due. *Section 9.2(a)(8)* permits the Issuer to make withdrawals from the Revenue Fund for the purpose of paying Rebate Liability with respect to Secured Obligations.

SECTION 10.8 Covenants Regarding Ownership and Operation of the System

The Issuer covenants and agrees that:

(a) **Maintenance and Operation of the System.** The Issuer shall keep the System in good repair and efficient operating condition, making from time to time all needed repairs and replacements thereto, the cost of which shall be paid solely from System Revenues and the Sewer Tax Proceeds, and it will continuously operate the System in an economical and efficient manner. The Issuer shall maintain and operate the System in accordance with all applicable federal and state law, including the Consent Decree, and prudent industry practices.

(b) **Preservation of Priority of Pledge.** The Issuer will protect and preserve the priority of the pledge and assignment of the System Revenues imposed by this Indenture and will not grant or permit any encumbrance, pledge or lien on the System Revenues other than:

(1) a lien on revenues from any sewer system acquired by the Issuer after the date of delivery of this Indenture if such lien (i) was already in existence at the time of acquisition of such system by the Issuer, and (ii) is not renewed or extended by the Issuer so that such lien applies to the System as it existed immediately prior to such acquisition;

(2) a lien arising in the ordinary course of business described in *Section 10.8(c)(1)*; and

(3) a lien that is subject and subordinate to the lien of this Indenture.

(c) **Encumbrances on Other System Assets.** Liens on System Revenues are not permitted except as provided in *Section 10.8(b)*. The Issuer shall not grant or permit any encumbrance, pledge or lien on any other assets constituting part of the System other than:

(1) liens arising in the ordinary course of business of operating the System (other than liens to secure debt), including (i) pledges or deposits to secure obligations under workmen's compensation laws or similar legislation, including liens of judgments thereunder which are not currently dischargeable, (ii) pledges or deposits to secure performance in connection with bids, tenders, contracts (other than contracts for the payment of money) or leases made in the ordinary course of business to which the Issuer is a party as lessee, (iii) pledges or deposits to secure public or statutory obligations of the Issuer, (iv) materialmen's, mechanics', carriers', workmen's, repairmen's, or other similar liens arising in the ordinary course of business, or deposits to obtain the release of such liens, provided that payment of the amount secured by such lien is not delinquent or payment is being contested in good faith by appropriate proceedings, (v) liens resulting from any judgment that is being contested in good faith by appropriate proceedings if execution on such judgment is effectively stayed, and pledges or deposits to secure, or provided in lieu of, any surety, stay or appeal obligation with respect to any such judgment, (vi) leases made, or existing on assets acquired, in the ordinary course of business, (vii) zoning restrictions, easements, licenses, restrictions on the use of real property or minor irregularities in title thereto, which do not, in the opinion of the Issuer, materially impair the use of such property in the operation of the business of the Issuer or the value of such property for the purpose of such business, (viii) pledges or deposits to enable the Issuer to maintain self-insurance or to participate in any self-insurance pools or trusts, and (ix) liens on money deposited by users of utility services as security for, or as prepayment of, the cost of, utility services to be rendered by the Issuer;

(2) restrictions or other liens on an asset created prior to, or as a condition of, the transfer of such asset to the Issuer by an unrelated entity; and

(3) capitalized leases and other title retention agreements with respect to movable personal property or vehicles entered into in connection with the original acquisition of the asset.

(d) **Disposition of Portions of the System.** The Issuer shall not convey, transfer, sell, lease or otherwise dispose of any asset constituting part of the System (other than in the ordinary course of business) unless no Indenture Default exists when such disposition is made and such disposition meets one of the following tests:

(1) Such disposition is made pursuant to a transfer of substantially all of the assets of the Issuer permitted by *Section 10.6* of this Indenture.

(2) In the judgment of the Issuer, the asset to be disposed of consists of property, plant or equipment that is obsolete, worn out, unprofitable, unsuitable or surplus and such disposition will not materially impair the structural soundness, efficiency or economic value of the remaining operating assets of the System.

(3) The property disposed of is real property, no portion of the Issuer's operating assets are located on the property, and the Issuer receives consideration in an amount not less than the fair market value of such property. The proceeds of such disposition shall either be deposited in the Capital Improvement Fund or used to redeem, Defease or purchase Secured Obligations in the following order:

(A) *First*, Senior Lien Obligations.

(B) *Second*, Subordinate Lien Obligations.

(4) The property disposed of constitutes part of the Issuer's operating assets, and both of the following conditions are met:

(A) The Issuer receives consideration in an amount not less than the fair market value of the asset disposed of.

(B) If such asset being disposed of has a fair market value on disposition of less than 2.5% of the aggregate value of current and noncurrent assets of the System, prior to the disposition of such asset, the Issuer delivers to the Trustee a report of an Independent Consultant (i) expressing the opinion that such disposition will not impair the safe and efficient operation of the remaining portions of the System and (ii) demonstrating expected compliance with the Required Coverage Ratios for the then current and each of the following four Fiscal Years; provided that, if the value of the asset being disposed of is less than \$1,000,000, the Issuer may deliver a report of an Independent Certified Public Accountant. If the value of such asset being disposed of has a fair market value on disposition of an amount equal to or in excess of 2.5% of the aggregate value of current and noncurrent assets of the System, such report shall include a forecast of (x) the amount of Net Revenues to be realized by the System in the then current and each of the following four Fiscal Years, based on rates and charges for the System already adopted by the Issuer, (y) the projected Debt Service Requirements in the then current and each of the following four Fiscal Years, and (z) the resulting coverage ratios expressed in accordance with the definition of Required Coverage Ratios. Notwithstanding the foregoing, the fair market value of all assets disposed of in any Fiscal Year shall not exceed 5% of the aggregate value of current and noncurrent assets of the System.

The proceeds of such disposition shall either be deposited in the Capital Improvement Fund or used to redeem, Defease or purchase Secured Obligations in the following order:

(Y) *First*, Senior Lien Obligations.

(Z) *Second*, Subordinate Lien Obligations.

(e) **Books and Records.** The Issuer shall maintain complete books and records pertaining to the System and all receipts and disbursements with respect thereto. All transactions shall be recorded within thirty days after the transaction giving rise to the entry.

(f) **Budget and Related Financial Data.** Not later than the beginning of each Fiscal Year, the Issuer shall deliver to the Trustee:

(1) the operating budget of the System for such Fiscal Year and the Issuer's calculation of the Required Operating Reserve for such Fiscal Year; and

(2) the capital improvement budget of the System for such Fiscal Year.

The budget in effect for any Fiscal Year may be amended or revised by the Issuer in accordance with changed circumstances and conditions at any time during such Fiscal Year. Any revised budget shall be delivered to the Trustee.

(g) **Audit.** The Issuer shall deliver to the Trustee audited financial statements of the System for each Fiscal Year, including a report by the Issuer's auditors with respect to such financial statements, not later than 270 days after the date of issuance of the Warrants for the Fiscal Year ended September 30, 2013 and not later than 270 days after the end of each Fiscal Year thereafter.

(h) **No Free Service.** The Issuer shall not furnish any free utility service to any person, including the State or any other political subdivision, provided that the Issuer may waive impact fees for municipal facilities that will be used directly by a municipal governing body for carrying out their governmental functions.

(i) **Imposition of Liens for Failure to Pay.** To the extent permitted by law, if the account of any customer of utility service supplied by the System shall remain unpaid after such account shall become due (or such longer period, if any, as may be required for compliance with applicable federal and state law) after exhausting reasonable collection efforts, the Issuer shall promptly impose a lien upon the real property of such customer, but upon subsequent payment of the account, including any penalties which may be provided for in the applicable

schedule of rates and charges, together with all costs associated with imposition of such lien, the Issuer may release the lien imposed upon the real property of such customer.

(j) **Insurance.** The Issuer shall maintain insurance with respect to the System against such risks as are customarily insured against by utility systems similar in size and character to the System, including:

(1) Insurance against loss or damage by fire or other casualty covered by the standard form of extended coverage endorsement at the time in use in the State, with loss retention or deductible amounts from coverage that, in the judgment of the Issuer, are customary and prudent for the System;

(2) Self-insurance against liability for bodily injury to or death of persons (including the operation of vehicles owned or leased by the Issuer and used in connection with the System), in the minimum amounts of \$100,000 for bodily injury or death for one person in any single occurrence or \$300,000 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence; provided, however, that the coverage required by this paragraph shall be increased should the law limiting the Issuer's liability for such risks be amended to increase the Issuer's exposure to such liability; and

(3) Workmen's compensation insurance respecting all employees of the System in such amount as is customarily carried by utility systems similar in size and character to the System; provided, that the Issuer may, at its election, be self-insured for such risk to the extent customary at the time for utility systems similar in size and character to the System.

SECTION 10.9 Maintenance of Rates

(a) The Confirmed Plan of Adjustment includes the Issuer's obligation to comply with the Rate Resolution. The Issuer hereby adopts the Rate Resolution as part of this Indenture and hereby covenants and agrees that, so long as any of the Secured Obligations are Outstanding, it will keep the Rate Resolution in full force and effect and will comply with the terms of the Rate Resolution. The Issuer's obligation to comply with the Rate Resolution is cumulative and in addition to its separate and independent covenant and agreement to comply with the terms and conditions of *Section 10.9(b)* and *Section 10.9(c)*.

(b) If the results of operations for the System for any Fiscal Year fail to comply with the Required Coverage Ratios, within 90 days after the beginning of the following Fiscal Year, the Issuer shall deliver to the Trustee (i) a revised schedule of rates and charges for System services, duly adopted by the Issuer after the beginning of the prior Fiscal Year (or during the then current Fiscal Year), (ii) a forecast of results of operations for the then current Fiscal Year, and (iii) a certificate of the Issuer's County Manager and Chief Financial Officer stating in effect that, after taking into account remedial action approved by the Issuer (including such revised schedule of rates and charges), the Issuer reasonably expects in good faith to be in compliance with the Required Coverage Ratios as of the end of such Fiscal Year.

(c) If the results of operations of the System fail to comply with the Required Coverage Ratios in the succeeding Fiscal Year, within 60 days after the beginning of the following Fiscal Year, the Issuer shall retain an Independent Consultant to recommend a revised schedule of rates and charges for System services and other actions to improve the results of operations for the System in accordance with the following procedures.

(1) The Issuer shall notify the Trustee of the identity of the proposed Independent Consultant, and the Trustee shall send notice of such proposed engagement to the Holders containing information on how to object to the proposed Independent Consultant. If both the Holders of more than 50% of the outstanding principal amount of the Senior Lien Obligations and the Holders of more than 50% of the outstanding principal amount of the Subordinate Lien Obligations object to the identity of the Issuer's proposed Independent Consultant in writing in accordance with the instructions of the Trustee within 15 calendar days of the giving of such notice, the Trustee shall provide notice to the Issuer of the Holders' rejection of the Issuer's proposed Independent Consultant together with the results of voting. If the requisite percentages of Holders do not reject the Issuer's proposed Independent Consultant in writing,

the Trustee shall notify the Issuer that the Holders have not rejected the Issuer's proposed Independent Consultant.

(2) If the Holders vote to reject the Issuer's proposed Independent Consultant, the Issuer shall propose a new Independent Consultant to the Trustee, and the process provided for in **Section 10.9(c)(1)** shall be repeated until the requisite percentages of Holders do not reject the Issuer's proposed Independent Consultant.

(3) Within 45 days after the end of the last Holder notice and voting period provided for in the previous subparagraphs, the Issuer shall deliver to the Trustee a report of the Independent Consultant containing (i) the Independent Consultant's recommendation for a revised schedule of rates and charges for System services, (ii) recommendations for other actions to improve the results of operations of the System, (iii) a forecast of results of operations for such Fiscal Year (taking into account the remedial actions recommended), and (iv) a statement by the Independent Consultant that, after taking into account remedial action recommended, it expects the Issuer to be in compliance with the Required Coverage Ratios as of the end of such Fiscal Year. The engagement of an Independent Consultant shall be continued or renewed each Fiscal Year until the Issuer has achieved compliance with the Required Coverage Ratios for a full Fiscal Year. A new or revised report must be delivered by the Independent Consultant in each Fiscal Year of the engagement. The Issuer shall adopt the Independent Consultant's recommended schedule of rates and charges not later than 30 days after the delivery of any such report to the Trustee and shall follow the other recommendations of the Independent Consultant to the extent feasible and lawful.

(d) If the Issuer undertakes the remedial action required by **Section 10.9(b)** and **Section 10.9(c)**, the failure to achieve the Required Coverage Ratios in such Fiscal Year shall not constitute an Indenture Default; provided, however, that (i) any default in the payment of Debt Service on Secured Obligations shall constitute an Indenture Default under **Section 11.1(a)**; and (ii) the failure to make a Required Transfer or Deposit shall, after notice and the passage of time provided in **Section 11.1(b)**, constitute an Indenture Default under **Section 11.1(b)**. If the Issuer undertakes the remedial action required by **Section 10.9(b)** and **Section 10.9(c)**, the failure to achieve the Required Coverage Ratios in two consecutive Fiscal Years shall not constitute an Indenture Default if the Issuer demonstrates compliance with the Required Coverage Ratios by substituting "115%" for "125%" in the ratio applicable to Senior Lien Obligations; otherwise, a failure to achieve the Required Coverage Ratios in two consecutive Fiscal Years shall constitute an Indenture Default under **Section 11.1(d)**, without regard to any provisions requiring notice or permitting an opportunity to cure, even if the Issuer is undertaking remedial action.

SECTION 10.10 Covenants Regarding Variable Rate Secured Obligations

The Issuer covenants and agrees that, so long as the Warrants are Outstanding, no more than twenty percent of the total principal amount and Accreted Value of Secured Obligations Outstanding shall be in the form of variable rate Secured Obligations. All variable rate Secured Obligations shall provide that the maximum rate of interest payable thereunder shall not exceed the Maximum Variable Rate.

ARTICLE 11

Defaults and Remedies

SECTION 11.1 Events of Default

Any one or more of the following shall constitute an event of default (an "Indenture Default") under this Indenture (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) failure to pay Debt Service on any Secured Obligation when such Debt Service becomes due and payable, whether at its scheduled due date, by declaration of acceleration or call for redemption or otherwise; or

(b) failure by the Issuer to make any Required Transfer or Deposit for more than 10 days after notice from the Trustee of such failure; or

(c) failure by the Issuer to restore the Reserve Fund Requirement to its required balance within 13 months of the latest withdrawal from any Secured Obligation Reserve Fund; or

(d) default in the performance, or breach, of any covenant or warranty of the Issuer in this Indenture (other than a covenant or warranty, a default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after written notice of such default or breach, stating that such notice is a “notice of default” hereunder, has been given to the Issuer by the Trustee, or to the Issuer and the Trustee by the Holders of at least 25% in principal amount of either (1) the Outstanding Secured Obligations or (2) the Outstanding Senior Lien Obligations, unless, in the case of a default or breach that cannot be cured by the payment of money, the Issuer initiates efforts to correct such default or breach within 30 days from the receipt of such notice and diligently pursues such action until the default or breach is corrected; or

(e) an Act of Bankruptcy by the Issuer; or

(f) an event of default, as therein defined, shall occur under any Supplemental Indenture and any applicable grace or notice period shall expire.

SECTION 11.2 Remedies

(a) **Acceleration of Maturity by Trustee.** If an Indenture Default exists, the Trustee may declare the principal of all Secured Obligations, the interest accrued thereon or the Accreted Value thereof to be due and payable immediately, by notice to the Issuer, and upon any such declaration such Debt Service shall become immediately due and payable. At any time after such a declaration of acceleration has been made pursuant to this *Section 11.2(a)*, the Holders of a majority in principal amount of the Secured Obligations Outstanding may, by notice to the Issuer and the Trustee, rescind and annul such declaration and its consequences if:

(1) the Issuer has deposited with the Trustee a sum sufficient to pay

(A) all overdue installments of interest on all Secured Obligations,

(B) the principal of any Secured Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Secured Obligations,

(C) the Accreted Value of any Secured Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Secured Obligations,

(D) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Secured Obligations, and

(E) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(2) all Indenture Defaults, other than the nonpayment of the principal or Accreted Value of Secured Obligations which has become due solely by such declaration of acceleration, have been cured or have been waived as provided in *Section 11.10*; and

(3) no less than a majority in principal amount of the Senior Lien Obligations Outstanding consent to any rescission and annulment of acceleration of the Secured Obligations by the Trustee.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereupon.

(b) **Acceleration of Maturity by Holders.** If an Indenture Default exists, the Holders of not less than a majority in principal amount of the Outstanding Secured Obligations may declare the principal of all Secured Obligations, the interest accrued thereon or the Accreted Value thereof to be due and payable immediately, by notice to the Issuer and to the Trustee, and upon any such declaration such Debt Service shall become immediately due and payable, provided that no acceleration of any Secured Obligations may be declared by the Holders thereof unless no less than a majority in principal amount of the Outstanding Senior Lien Obligations declare, or consent to a declaration of, acceleration of the Secured Obligations. At any time after such a declaration of acceleration has been made pursuant to and in compliance with this *Section 11.2(b)*, the Holders of a majority in principal amount of the Secured Obligations Outstanding may, by notice to the Issuer and the Trustee, rescind and annul such declaration and its consequences if:

- (1) the Issuer has deposited with the Trustee a sum sufficient to pay
 - (A) all overdue installments of interest on all Secured Obligations,
 - (B) the principal of any Secured Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Secured Obligations,
 - (C) the Accreted Value of any Secured Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Secured Obligations,
 - (D) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Secured Obligations, and
 - (E) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
- (2) all Indenture Defaults, other than the nonpayment of the principal or Accreted Value of Secured Obligations which has become due solely by such declaration of acceleration, have been cured or have been waived as provided in *Section 11.10*; and
- (3) no less than a majority in principal amount of the Senior Lien Obligations Outstanding consent to any rescission and annulment of acceleration of the Secured Obligations by the Holders.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereupon.

(c) **Receiver.** If an Indenture Default exists, the Trustee shall be entitled, upon the order of any court of competent jurisdiction, to the appointment of a receiver for the System and the System Revenues. The court appointing such receiver may grant to such receiver all powers and duties permitted by law, including the power to operate and maintain the System, the power to establish rates and charges for utility services provided by the System, and the power to collect all System Revenues.

(d) **Enforcement of the Confirmed Plan of Adjustment.** If an Indenture Default exists, the Trustee shall be entitled to petition the Bankruptcy Court or any other court of competent jurisdiction for an order enforcing the requirements of the Confirmed Plan of Adjustment, including an order compelling the Issuer to take one or more of the following remedial actions:

- (1) increase rates charged for System services so that the System generates sufficient revenues to cure any default under this Indenture, or
- (2) specifically perform the terms of the Rate Resolution or this Indenture.

(e) **Rights and Remedies Cumulative.** No right or remedy herein conferred upon or reserved to the Trustee or to the Holders of Secured Obligations is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

(f) **Remedies Subject to Applicable Law.** All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Indenture invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

SECTION 11.3 Application of Money Collected

(a) So long as an Indenture Default exists and so long as the Trustee or the Holders have not elected the remedies described in *Section 11.2(a)* or *11.2(b)*, any money collected by the Trustee from System Revenues and any other sums then held by the Trustee as part of the General Trust Estate, shall be applied by the Trustee in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any), Accreted Value, or interest on the Secured Obligations:

(1) **First:** To the payment of all undeducted amounts due the Trustee under *Section 12.7*;

(2) **Second:** To the payment to the Holders entitled thereto of all installments of interest (but not Accreted Value) then due on Senior Lien Obligations, in the order of the maturity of such amounts; and if the amount available shall not be sufficient to pay in full any particular installment or amount then due, then to payment ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any preference or priority;

(3) **Third:** To the payment to the Holders entitled thereto of the unpaid principal (or premium, if any), Accreted Value or redemption price of any Senior Lien Obligations which shall have become due (other than Senior Lien Obligations called for redemption for which moneys are held pursuant to the provisions of *Section 7.6* of this Indenture) in the order of their due dates; and if the amount available shall not be sufficient to pay in full all principal (or premium, if any) or Accreted Value due whether at maturity or by call for redemption on any particular date, then to the amount of such principal (or premium, if any) or Accreted Value, ratably, according to the amount of principal (or premium, if any) or Accreted Value due on such date, to the Holders entitled thereto, without any preference or priority;

(4) **Fourth:** To payment of all amounts described in *Section 9.2(a)(2)*, without regard to references to amounts due the Trustee, provided that, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such amounts described in *Section 9.2(a)(2)*, then to the payment of such amounts due, without any preference or priority, ratably according to the aggregate amount so due;

(5) **Fifth:** To the payment to the Holders entitled thereto of all installments of interest (but not Accreted Value) then due on Subordinate Lien Obligations, in the order of the maturity of such amounts; and if the amount available shall not be sufficient to pay in full any particular installment or amount then due, then to payment ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any preference or priority;

(6) **Sixth:** To the payment to the Holders entitled thereto of the unpaid principal (or premium, if any), Accreted Value or redemption price of any Subordinate Lien Obligations which shall have become due (other than Subordinate Lien Obligations called for redemption for which moneys are held pursuant to the provisions of *Section 7.6* of this Indenture) in the order of their due dates; and if the amount available shall not be sufficient to pay in full all principal (or premium, if any) or Accreted Value

due whether at maturity or by call for redemption on any particular date, to the amount of such principal (or premium, if any) or Accreted Value, ratably, according to the amount of principal (or premium, if any) or Accreted Value due on such date, to the Holders entitled thereto, without any preference or priority;

(7) **Seventh:** To payment of all amounts described in *Section 9.2(a)(4)*, without regard to references to amounts due the Trustee, provided that, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such amounts described in *Section 9.2(a)(4)*, then to the payment of such amounts due, without any preference or priority, ratably according to the aggregate amount so due;

(8) **Eighth:** To payment of amounts described in *Sections 9.2(a)(5)* through *9.2(a)(10)*, in the order specified in *Section 9.2*.

(b) So long as an Indenture Default exists and only upon the election of remedies described in *Section 11.2(a)* or *11.2(b)* and only for so long as the election of such remedies is not rescinded or annulled, any money collected by the Trustee from System Revenues and any other sums then held by the Trustee as part of the General Trust Estate, shall be applied by the Trustee in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any), Accreted Value or interest, on the Secured Obligations:

(1) **First:** To the payment of all undeducted amounts due the Trustee under *Section 12.7*;

(2) **Second:** To the payment of the whole amount then due and unpaid upon the Outstanding Senior Lien Obligations for principal or Accreted Value and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Senior Lien Obligations) on overdue principal or Accreted Value and on overdue installments of interest (including amounts due any provider of Credit Enhancement); and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Senior Lien Obligations, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due; and

(3) **Third:** To the payment of the whole amount then due and unpaid upon the Outstanding Subordinate Lien Obligations for principal or Accreted Value and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Subordinate Lien Obligations) on overdue principal or Accreted Value and on overdue installments of interest (including amounts due any provider of Credit Enhancement); and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Subordinate Lien Obligations, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due; and

(4) **Fourth:** To the payment of the remainder, if any, to the Issuer or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

So long as an Indenture Default exists, if money in the General Trust Estate shall be insufficient to pay in full the whole amount so due and unpaid upon such Secured Obligations, then such amounts collected shall be applied by the Trustee in the order specified in *Section 11.3(b)(1)* through (4) to the payment of such amounts, and once such funds are insufficient to fully satisfy the Issuer's obligation with respect to amounts payable in the order specified, then such remaining funds shall be distributed by the Trustee on a pro rata basis to persons entitled thereto, without any preference or priority according to the aggregate amount so due. Payments with respect to Secured Obligations owned by or on behalf of the Issuer shall be made only after all other Secured Obligations have been Defeased.

(c) Any money held by the Trustee as part of the Trust Estate that is for the sole benefit of a specified series of Secured Obligations (including the Series 2013 Senior Lien Trust Estate and the Series 2013 Subordinate Lien Trust Estate) shall be applied to the amount due for principal (and premium, if any) and interest on such

Secured Obligations without any preference or priority, ratably according to the aggregate amount so due on Secured Obligations of such series. The Trustee may apply funds on deposit for the sole benefit of a specified series of Secured Obligations prior to applying funds on deposit in the General Trust Estate to such series of Secured Obligations.

(d) Notwithstanding the provisions of *Section 9.2* and *Sections 11.3(a), 11.3(b)* and *11.3(c)*, if an Indenture Default exists and is continuing, the Trustee in its discretion (or a receiver on behalf of the Trustee) may apply System Revenues to the extent necessary to:

(1) allow the Issuer to preserve, maintain and operate the System prior to the payment of Debt Service on Secured Obligations and prior to payment of amounts owed providers of Credit Enhancement, or

(2) pay amounts described in *Section 9.2(a)(8)*.

SECTION 11.4 Trustee May Enforce Claims without Possession of Secured Obligations

All rights of action and claims under this Indenture or the Secured Obligations may be prosecuted and enforced by the Trustee without the possession of any of the Secured Obligations or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Secured Obligations subject to and pursuant to the terms of this Indenture.

SECTION 11.5 Limitation on Suits

No Holder of any Secured Obligation shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy hereunder, unless

(a) such Holder has previously given notice to the Trustee of a continuing Indenture Default;

(b) the Holders of not less than a majority in principal amount of the Outstanding Secured Obligations shall have made request to the Trustee to institute proceedings in respect of such Indenture Default in its own name as Trustee hereunder;

(c) the Holders of not less than a majority in principal amount of the Senior Lien Obligations Outstanding deliver such request, or consent to any request, to the Trustee to institute proceedings in respect of such Indenture Default hereunder;

(d) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(e) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(f) no direction inconsistent with such request has been given to the Trustee during such 60-day period by either (1) the Holders of a majority in principal amount of the Outstanding Senior Lien Obligations or (2) the Holders of a majority in principal amount of the Outstanding Secured Obligations;

it being understood and intended that no one or more Holders of Secured Obligations shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights or priority of any other Holders of Secured Obligations, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided and, except as otherwise expressly provided herein, for the equal and ratable benefit of all Outstanding Secured Obligations according to their respective priority under this Indenture.

SECTION 11.6 Unconditional Right of Holders of Secured Obligations to Payment

Notwithstanding any other provision in this Indenture, the Holder of any Secured Obligation shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Secured Obligation on the Maturity Date expressed in such Secured Obligation (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 11.7 Restoration of Positions

If the Trustee or any Holder of a Secured Obligation has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Trustee or to such Holder, then and in every such case the Issuer, the Trustee and the Holders of Secured Obligations shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders of Secured Obligations shall continue as though no such proceeding had been instituted.

SECTION 11.8 Delay or Omission Not Waiver

No delay or omission of the Trustee or of any Holder of Secured Obligations to exercise any right or remedy accruing upon an Indenture Default shall impair any such right or remedy or constitute a waiver of any such Indenture Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders of Secured Obligations may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by such Holders, as the case may be.

SECTION 11.9 Control by Holders of Senior Lien Obligations

The Holders of a majority in principal amount of the Outstanding Senior Lien Obligations shall have the right, during the continuance of an Indenture Default,

(a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Secured Obligations or otherwise, and

(b) to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee hereunder, including the power to direct or withhold directions with respect to any remedy available pursuant to *Section 11.2*; provided that

(1) such direction shall not be in conflict with any rule of law or this Indenture,

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders of either Senior Lien Obligations or Subordinate Lien Obligations not taking part in such direction.

If there are no Senior Lien Obligations Outstanding during the continuance of an Indenture Default, the Holders of a majority in principal amount of Outstanding Subordinate Lien Obligations shall have the right to exercise the powers described in this Section.

SECTION 11.10 Waiver of Past Defaults

(a) Before any judgment or decree for payment of money due has been obtained by the Trustee, the Holders of not less than a majority in principal amount of the Outstanding Secured Obligations may, by notice to the

Trustee and the Issuer, on behalf of all Holders of Secured Obligations waive in writing any past default hereunder or under any other Secured Obligation Document and its consequences, except a default

- (1) in the payment of Debt Service on any Secured Obligation, or
- (2) in respect of a covenant or provision hereof which under *Article 13* cannot be modified or amended without the consent of the Holder of each Outstanding Secured Obligation affected;

provided that no waiver of any past default may be effected by the Holders unless not less than a majority in principal amount of the Outstanding Senior Lien Obligations consent to such waiver.

(b) Upon any such waiver, such default shall cease to exist, and any Indenture Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 11.11 Suits to Protect the Trust Estate

The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Holders of Secured Obligations in the Trust Estate and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Holders of Secured Obligations or the Trustee.

ARTICLE 12

The Trustee

SECTION 12.1 Certain Duties and Responsibilities of Trustee

- (a) Except during the continuance of an Indenture Default,
 - (1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and
 - (2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.
- (b) If an Indenture Default exists, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.
- (c) The Trustee shall not incur liability for its action or inaction with respect to the performance of its duties and obligations under this Indenture unless such action or inaction constitutes willful misconduct or gross negligence under the circumstances. Liability of the Trustee for such action or inaction shall be further limited as follows:
 - (1) the Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts;

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in aggregate principal amount of the Outstanding Secured Obligations (or the Holders of a majority in aggregate principal amount of Senior Lien Obligations pursuant to *Section 11.9*) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

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

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 12.2 Notice of Defaults

(a) If a notice event described in *Section 12.2(b)* exists, the Trustee shall notify Holders of Secured Obligations of such event within 30 days after the Trustee becomes aware of its existence; provided, however, that the Trustee shall be protected in withholding such notice if (1) the notice event has been cured or waived or otherwise ceases to exist before such notice is given; or (2) the Trustee determines in good faith that the withholding of such notice is in the interest of Holders of Secured Obligations.

(b) For purposes of this Section, the following shall constitute “notice events”:

- (1) the occurrence of an Indenture Default; and
- (2) any event which is, or after notice or lapse of time or both would become, an Indenture Default.

SECTION 12.3 Certain Rights of Trustee

Subject to *Section 12.1*:

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

(b) Any request or direction of the Issuer mentioned herein shall be sufficiently evidenced by a certificate or order executed by an Authorized Issuer Representative.

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate executed by an Authorized Issuer Representative.

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

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Secured Obligations pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against

the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books and records of the Issuer, personally or by agent or attorney.

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

SECTION 12.4 Trustee Not Responsible for Statements of Issuer

The provisions of this Indenture and the Secured Obligations, except the certificate of authentication on any Secured Obligations, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title of the Issuer thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Secured Obligations. The Trustee shall have no responsibility for statements of the Issuer contained in any securities disclosure document, continuing disclosure filing, or other public offering document or statement relating to the Warrants or any additional Secured Obligations.

SECTION 12.5 May Hold Secured Obligations

The Trustee in its individual or any other capacity, may become the Holder or pledgee of Secured Obligations and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

SECTION 12.6 Money Held in Trust

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent expressly provided in this Indenture or required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise expressly provided in *Article 9*.

SECTION 12.7 Compensation and Reimbursement

(a) The Issuer agrees to pay to the Trustee, or to reimburse the Trustee for, but solely from the Trust Estate:

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

(2) all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's gross negligence or willful misconduct.

(b) As security for the performance of the obligations of the Issuer under this Section, the Trustee shall be secured under this Indenture by a lien prior and senior in right to Subordinate Lien Obligations, and for the payment of such compensation, expenses, reimbursements and indemnity the Trustee shall have the right to use and apply any money held by it as a part of the Trust Estate in accordance with *Section 9.2*; provided that, so long as an Indenture Default exists, the Trustee shall be secured under this Indenture by a lien prior and senior in right to all Secured Obligations, and for the payment of such compensation, expenses, reimbursements and indemnity the

Trustee shall have the right to use and apply any money held by it as a part of the Trust Estate in accordance with **Section 11.3**.

(c) The Trustee shall provide the Issuer with itemized invoices for all expenses (including expenses of agents and its counsel) upon written request of the Issuer.

SECTION 12.8 Corporate Trustee Required; Eligibility

There shall at all times be a Trustee hereunder which shall (i) be a commercial bank or trust company organized and doing business under the laws of the United States of America or of any state, (ii) be authorized under such laws to exercise corporate trust powers, (iii) be subject to supervision or examination by federal or state authority, and (iv) have an investment grade rating for its long-term deposits from each Rating Agency that provides a rating on any Secured Obligations or, if no Secured Obligations are rated, by any Rating Agency, and (v) have total assets of at least \$10 billion.

SECTION 12.9 Resignation and Removal; Appointment of Successor

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under **Section 12.10**.

(b) The Trustee may resign at any time by giving notice thereof to the Issuer. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by the Holders of a majority in principal amount of the Outstanding Secured Obligations, only if approved by a majority in principal amount of the Outstanding Senior Lien Obligations, with or without cause, by notice delivered to the Trustee and the Issuer. If no Indenture Default exists, the Trustee may be removed at any time by the Issuer, with or without cause, by notice delivered to the Trustee.

(d) If at any time:

(1) the Trustee shall cease to be eligible under **Section 12.8** and shall fail to resign after request therefor by the Issuer or by any Holder of Secured Obligations who has been a bona fide Holder of a Secured Obligation for at least six months, or

(2) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property (including any "orderly liquidation authority" under 12 U.S.C. §§ 5381-5394) shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case (i) the Issuer may remove the Trustee, or (ii) any Holder of Secured Obligations who has been a bona fide Holder for at least six months may, only if approved by a majority in principal amount of the Outstanding Senior Lien Obligations, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, a successor Trustee shall be appointed by the Issuer. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee may similarly appoint a successor to fill such vacancy until a new Trustee shall be so appointed by the Holders of Secured Obligations. If, within one year after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed by the Holders of a majority in principal amount of the Outstanding Secured Obligations, only if such action is approved by a majority in principal amount of the Outstanding Senior Lien Obligations, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Issuer or by such

receiver or trustee. If no successor Trustee shall have been so appointed by the Issuer or the Holders and accepted appointment in the manner hereinafter provided, any Holder of Secured Obligations who has been a bona fide Holder for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee only if such action is approved by a majority in principal amount of the Outstanding Senior Lien Obligations.

(f) The Issuer shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee, to the Holders of Secured Obligations and to the providers of Credit Enhancement.

SECTION 12.10 Acceptance of Appointment by Successor

(a) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee; but, upon request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in *Section 12.7*. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

(b) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article, to the extent operative.

SECTION 12.11 Merger, Conversion, Consolidation or Succession to Business

Any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, or any purchaser of the Trustee or business unit exercising the duties of the Trustee under this Indenture shall be the successor of the Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Secured Obligations shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Secured Obligations so authenticated with the same effect as if such successor Trustee had itself authenticated such Secured Obligations.

SECTION 12.12 Series 2013 Senior Collateral Agreement and the Series 2013 Subordinate Collateral Agreement

The Trustee is entering into the Series 2013 Senior Collateral Agreement and the Series 2013 Subordinate Collateral Agreement solely at the direction of the Issuer. The Issuer agrees that this Article shall apply to the Trustee's actions, if any, under the Series 2013 Senior Collateral Agreement and the Series 2013 Subordinate Collateral Agreement to the same extent as this Indenture. The Trustee is entitled to compensation and reimbursement for its fees and expenses incurred under the Series 2013 Senior Collateral Agreement and the Series 2013 Subordinate Collateral Agreement as provided in *Section 12.7*.

ARTICLE 13

Amendment of Secured Obligation Documents

SECTION 13.1 General Requirements for Amendments

The Trustee may, on its own behalf and on behalf of the Holders of Secured Obligations, from time to time enter into, or consent to, an amendment of any Secured Obligation Document only as permitted by this Article.

SECTION 13.2 Amendments Without Consent of Holders of Secured Obligations

An amendment of the Secured Obligation Documents for any of the following purposes may be made, or consented to, by the Trustee without the consent of the Holders of any Secured Obligations:

(a) to correct or amplify the description of any property at any time subject to the lien of the Secured Obligation Documents, or better to assure, convey and confirm unto any secured party any property subject or required to be subjected to the lien of the Secured Obligation Documents, or to subject to the lien of this Indenture, additional property; or

(b) to evidence the succession of another person to any Financing Participant and the assumption by any such successor of the covenants of such Financing Participant (provided that the requirements of this Indenture for such succession and assumption are otherwise satisfied); or

(c) to add to the covenants of any Financing Participant for the benefit of Holders of Secured Obligations and to make the occurrence, or the occurrence and continuance, of a default in any of such additional covenants an event of default under the Secured Obligation Documents permitting the enforcement of all or any of the several remedies provided therein; provided, however, that with respect to any such covenant, such amendment may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default or may limit the remedies available upon such default; or

(d) to surrender any right or power conferred upon any Financing Participant other than rights or powers for the benefit of Holders of Secured Obligations; or

(e) to cure any ambiguity or to correct any inconsistency, provided such action shall not adversely affect the interests of the Holders of Secured Obligations; or

(f) to appoint a separate agent of the Issuer or the Trustee to perform any one or more of the following functions: (i) registration of transfers and exchanges of Secured Obligations and (ii) payment of Debt Service on the Secured Obligations; provided, however, that any such agent must be a bank or trust company with long-term obligations, at the time such appointment is made, in one of the three highest rating categories of at least one Rating Agency; or

(g) to facilitate and administer the addition of Credit Enhancement for the benefit of Holders of Secured Obligations, provided that such provisions do not adversely affect the interests of Holders of Secured Obligations not secured by such Credit Enhancement.

SECTION 13.3 Amendments Requiring Consent of All Affected Holders of Secured Obligations

An amendment of the Secured Obligation Documents for any of the following purposes may be entered into, or consented to, by the Trustee only with the consent of the Holder of each Secured Obligation affected:

(a) to change the stated Maturity Date of the principal of, or any installment of interest on, any Secured Obligation, or reduce the principal amount or the interest thereon or any premium payable upon the redemption thereof, or change the coin or currency in which any Secured Obligation or the

interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated Maturity Date thereof (or, in the case of redemption, on or after the redemption date); or

(b) to reduce the percentage in principal amount of the Outstanding Secured Obligations, the consent of whose Holders is required for any amendment of the Secured Obligation Documents, or the consent of whose Holders is required for any waiver provided for in the Secured Obligation Documents; or

(c) to modify or alter the provisions of the proviso to the definition of the term “Outstanding”; or

(d) to modify any of the provisions of this Section or *Section 11.10*, except to increase any percentage provided thereby or to provide that certain other provisions of the Secured Obligation Documents cannot be modified or waived without the consent of the Holder of each Secured Obligation affected thereby; or

(e) to permit the creation of any lien ranking prior to or on a parity with the lien of the Secured Obligation Documents with respect to any of the Trust Estate or terminate the lien of the Secured Obligation Documents on any property at any time subject hereto or deprive the Holder of any Secured Obligation of the security afforded by the lien of the Secured Obligation Documents; or

(f) to change the priority of payment of Secured Obligations, including the provisions of *Section 9.2* and *Section 11.3* regarding priority of payment of Senior Lien Obligations and Subordinate Lien Obligations; or

(g) to eliminate, reduce or delay the obligation of the Issuer to make payments at times and in amounts sufficient to pay Debt Service on the Secured Obligations.

SECTION 13.4 Amendments Requiring Majority Consent of Holders of Secured Obligations

An amendment of the Secured Obligation Documents for any purpose not described in *Sections 13.2* or *13.3* may be entered into, or consented to, by the Trustee only with the consent of both (a) the Holders of a majority in principal amount of Senior Lien Obligations Outstanding, and (b) the Holders of a majority in principal amount of all Secured Obligations Outstanding.

SECTION 13.5 Discretion of Trustee

The Trustee may in its discretion determine whether or not any Secured Obligations would be affected by any amendment of the Secured Obligation Documents and any such determination shall be conclusive upon the Holders of all Secured Obligations (including persons deemed Holders by another provision of this Indenture, such as *Section 15.2(e)*), whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith, and the Trustee may conclusively rely on an Opinion of Counsel with respect to any such determination, so long as such reliance is in good faith.

SECTION 13.6 Trustee Protected by Opinion of Counsel

In executing or consenting to any amendment permitted by this Article, the Trustee shall be entitled to receive, and, subject to *Section 12.1*, shall be fully protected in relying upon, an Opinion of Counsel, so long as such reliance is in good faith, stating that the execution of such amendment is authorized or permitted by the Secured Obligation Documents.

SECTION 13.7 Amendments Affecting Trustee’s Personal Rights

The Trustee may, but shall not be obligated to, enter into any amendment that affects the Trustee’s own rights, duties or immunities under the Secured Obligation Documents.

SECTION 13.8 Effect on Holders of Secured Obligations

Upon the execution of any amendment under this Article, every Holder of Secured Obligations theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

SECTION 13.9 Reference in Secured Obligations to Amendments

Secured Obligations authenticated and delivered after the execution of any amendment under this Article shall, if required by such amendment or by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such amendment. New Secured Obligations so modified as to conform to any such amendment shall, if required by such amendment or by the Trustee, be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Secured Obligations.

SECTION 13.10 Amendments Not to Affect Tax Exemption

No amendment may be made to the Secured Obligation Documents unless the Trustee receives a Favorable Tax Opinion.

ARTICLE 14

Defeasance

SECTION 14.1 Payment of Indenture Indebtedness; Satisfaction and Discharge of Indenture

(a) Whenever all Indenture Indebtedness has been Defeased, then (i) this Indenture and all the liens, rights and interests created hereby shall cease, terminate and become null and void (except as to any surviving rights of transfer or exchange of Secured Obligations herein or therein provided for), and (ii) the Trustee shall, upon the request of the Issuer, execute and deliver a termination statement and such instruments of satisfaction and discharge as may be necessary and pay, assign, transfer and deliver to the Issuer or upon the order of the Issuer, all cash and securities then held by it hereunder as a part of the Trust Estate.

(b) A Secured Obligation shall be deemed "Defeased" if

(1) such Secured Obligation has been cancelled by the Trustee or delivered to the Trustee for cancellation, or

(2) such Secured Obligation shall have matured or been called for redemption and, on such Maturity Date or redemption date, money for the payment of Debt Service on such Secured Obligation is held by the Trustee in trust for the benefit of the person entitled thereto, or

(3) a trust for the payment of such Secured Obligation has been established in accordance with *Section 14.2*.

(c) Indenture Indebtedness other than Debt Service on the Secured Obligations shall be deemed "Defeased" whenever the Issuer has paid, or made provisions satisfactory to the Trustee for payment of, all such Indenture Indebtedness.

SECTION 14.2 Trust for Payment of Debt Service

(a) The Issuer may provide for the payment of any Secured Obligation by establishing a trust for such purpose with the Trustee and depositing therein cash and/or Federal Securities which (assuming the due and punctual payment of the principal of and interest on such Federal Securities, but without reinvestment) will provide funds sufficient to pay the Debt Service on such Secured Obligation as the same becomes due and payable until the Maturity or redemption of such Secured Obligation; provided, however, that:

(1) Such Federal Securities must not be subject to redemption prior to their respective maturities at the option of the issuer of such Securities.

(2) If such Secured Obligation is to be redeemed prior to its Maturity Date, either (i) the Trustee shall receive evidence that notice of such redemption has been given in accordance with the provisions of this Indenture and such Secured Obligation or (ii) the Issuer shall confer on the Trustee irrevocable authority for the giving of such notice.

(3) If such Secured Obligation bears interest at a variable rate, such trust must provide for payment of interest at the maximum rate payable on such Secured Obligation until such Secured Obligation is to be retired.

(4) Such Secured Obligation shall not be subject to repurchase by the Issuer or the provider of any Credit Enhancement with respect to such Secured Obligation during the period such trust will be in effect.

(5) Prior to the establishment of such trust the Trustee must receive a Favorable Tax Opinion.

(6) Prior to the establishment of such trust, the Trustee must receive verification from an independent third-party verification agent, experienced in the preparation of such reports, which may be an Independent Certified Public Accountant demonstrating that the principal and interest payments on the Federal Securities in such trust, without reinvestment, together with the cash balance in such trust remaining after purchase of such Securities, will be sufficient to make the required payments from such trust.

(b) Any trust established pursuant to this Section may provide for payment of less than all Secured Obligations outstanding including less than all Secured Obligations of any series or maturity; provided that, so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, the provisions of this Section shall be subject in all respects to *Section 15.5*.

(c) If any trust provides for payment of less than all Secured Obligations of the same Tenor, the Secured Obligations of such Tenor to be paid from the trust shall be selected by the Trustee by lot by such method as shall provide for the selection of portions (in Authorized Denominations) of the principal of Secured Obligations of such Tenor of a denomination larger than the smallest Authorized Denomination or as otherwise required by the Book Entry System. Such selection shall be made within seven days after such trust is established. This selection process shall be in lieu of the selection process otherwise provided with respect to redemption of Secured Obligations. After such selection is made, Secured Obligations that are to be paid from such trust (including Secured Obligations issued in exchange for such Secured Obligations pursuant to the transfer or exchange provisions of this Indenture) shall be identified by a separate CUSIP number or other designation satisfactory to the Trustee. The Trustee shall notify Holders whose Secured Obligations (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Secured Obligations to the Trustee in exchange for Secured Obligations with the appropriate designation. The selection of Secured Obligations for payment from such trust pursuant to this Section shall be conclusive and binding on the Financing Participants.

(d) Cash and/or Federal Securities deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate, irrevocable trust fund for the benefit of the Holder of the Secured Obligation to be paid from such fund.

ARTICLE 15

Provisions Relating to the Series 2013 Insurer

SECTION 15.1 Applicability of this Article

(a) Notwithstanding anything to the contrary contained in this Indenture, so long as the Series 2013 Insurance Policy remains in full force and effect and the Series 2013 Insurer is not then in payment default under the Series 2013 Insurance Policy, the provisions of this *Article 15* shall apply for the benefit of the Series 2013 Insurer;

provided that to the extent that the Series 2013 Insurer has made any payment of principal of or interest on the Insured Series 2013 Warrants it shall retain its rights of subrogation hereunder and under the Series 2013 Insurance Policy.

(b) For purposes of this *Article 15*, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“**Series 2013 Fiscal Agent**” means the Series 2013 Insurer’s agent, as designated in writing to the Trustee pursuant to the Series 2013 Insurance Policy.

“**Series 2013 Insurer Advances**” means a sum equal to the total of all amounts paid by the Series 2013 Insurer under the Series 2013 Insurance Policy.

“**Series 2013 Insurer Reimbursement Amounts**” means interest on Series 2013 Insurer Advances from the date paid by the Series 2013 Insurer until payment thereof in full, payable to the Series 2013 Insurer at the Series 2013 Late Payment Rate.

“**Series 2013 Late Payment Rate**” means the greater of (A) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in New York, 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 (B) the then applicable highest rate of interest on the Insured Series 2013 Warrants; provided that the Series 2013 Late Payment Rate shall never exceed 12% per annum. The Series 2013 Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

“**Series 2013 Payment Date**” means any date scheduled for the regular payment of interest or principal on the Insured Series 2013 Warrants.

“**Series 2013 Policy Payments Account**” means the separate special purpose trust account for the benefit of Holders of the Insured Series 2013 Warrants established by the Trustee in connection with a claim under the Series 2013 Insurance Policy.

SECTION 15.2 Requirements of the Series 2013 Insurer

(a) The Series 2013 Insurer shall be deemed to be the sole holder of the Insured Series 2013 Warrants 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 Insured Series 2013 Warrants are entitled to take pursuant to this Indenture.

(b) Notwithstanding the provisions of *Section 11.2*, the maturity of Insured Series 2013 Warrants shall not be accelerated without the consent of the Series 2013 Insurer and in the event the maturity of the Insured Series 2013 Warrants is accelerated, the Series 2013 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 Issuer) 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 Series 2013 Insurer's obligations under the Series 2013 Insurance Policy with respect to such Insured Series 2013 Warrants shall be fully discharged.

(c) No grace period for a covenant default under this Indenture shall exceed 60 days or be extended for more than 90 days without the prior written consent of the Series 2013 Insurer. No grace period shall be permitted for payment defaults without the prior written consent of the Series 2013 Insurer.

(d) The Series 2013 Insurer is a third party beneficiary to this Indenture.

(e) Any amendment, supplement, or modification to this Indenture or any Credit Enhancement applicable to Secured Obligations made pursuant to *Article 13* that requires the consent of Holders of the Insured Series 2013 Warrants or materially adversely affects the rights and interests of the Series 2013 Insurer shall be

subject to the prior written consent of the Series 2013 Insurer. The Issuer shall provide the Series 2013 Insurer with prior written notice of any proposed amendment or modification to the First Supplemental Indenture.

(f) The rights granted to the Series 2013 Insurer under this Indenture to request, consent to or direct any action are rights granted to the Series 2013 Insurer in consideration of its issuance of the Series 2013 Insurance Policy.

(g) Amounts paid by the Series 2013 Insurer under the Series 2013 Insurance Policy shall not be deemed a payment of the principal of, Accreted Value of or interest on the Insured Series 2013 Warrants for purposes of this Indenture, and the Insured Series 2013 Warrants on which payments are made by the Series 2013 Insurer shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with this Indenture. This Indenture shall not be discharged with respect to the Insured Series 2013 Warrants unless all amounts due or to become due to the Series 2013 Insurer have been paid in full or duly provided for.

(h) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Indenture would adversely affect the security for the Insured Series 2013 Warrants or the rights of the Holders of the Insured Series 2013 Warrants, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Series 2013 Insurance Policy.

(i) At least 5 Business Days prior to Defeasance of the Insured Series 2013 Warrants, the Issuer shall cause to be delivered to the Series 2013 Insurer the following:

(1) a draft verification report furnished pursuant to **Section 14.2(a)(6)** that includes the Series 2013 Insurer as an addressee or upon which the Series 2013 Insurer is expressly entitled to rely upon such report;

(2) a draft escrow agreement or other documentation evidencing the trust to be established under **Section 14.2**; and

(3) a draft opinion of nationally recognized bond counsel addressed to the Series 2013 Insurer to the effect that, as a result of the Defeasance contemplated with respect to the Insured Series 2013 Warrants, the Insured Series 2013 Warrants will be no longer Outstanding under this Indenture.

The Issuer shall provide the Series 2013 Insurer final copies of the documents described in this **Section 15.2(i)** within a commercially reasonable period after Defeasance of the Insured Series 2013 Warrants.

SECTION 15.3 Claims and Payments under the Series 2013 Insurance Policy

(a) If, on the third Business Day prior to the related scheduled Series 2013 Payment Date, there is not on deposit with the Trustee, after making all deposits, transfers, and draws on Credit Enhancement (other than the Series 2013 Insurance Policy) required under this Indenture, moneys sufficient to pay the principal of, Accreted Value of and interest on the Insured Series 2013 Warrants due on such Series 2013 Payment Date, the Trustee shall give notice to the Series 2013 Insurer and to the Series 2013 Insurer Agent (if any) 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 Series 2013 Payment Date, there continues to be a deficiency in the amount available to pay the principal of, Accreted Value of, and interest on the Insured Series 2013 Warrants due on such Series 2013 Payment Date, the Trustee shall make a claim under the Series 2013 Insurance Policy and give notice to the Series 2013 Insurer and the Series 2013 Insurer 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 Insured Series 2013 Warrants and the amount required to pay principal or Accreted Value of the Insured Series 2013 Warrants, if any, confirmed in writing to the Series 2013 Insurer and the Series 2013 Insurer Agent (if any) 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 Series 2013 Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal or Accreted Value of Insured Series 2013 Warrants paid by the Series 2013 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 or Accreted Value of Insured Series 2013 Warrants registered to the then current holders of the Insured Series 2013 Warrants, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Series 2013 Warrant to the Series 2013 Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal or Accreted Value so paid; provided that the Trustee's failure to so designate any payment or issue any replacement Insured Series 2013 Warrants shall have no effect on the amount of principal, Accreted Value or interest payable by the Issuer on any Insured Series 2013 Warrants or the subrogation rights of the Series 2013 Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Series 2013 Insurer into the Series 2013 Policy Payments Account and the allocation of such funds to payment of interest on and principal or Accreted Value of any Insured Series 2013 Warrants. The Series 2013 Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Series 2013 Insurance Policy, the Trustee shall establish a Series 2013 Policy Payments Account in the Series 2013 Senior Lien Debt Service Fund over which the Trustee shall have exclusive control and the sole right of withdrawal. The Trustee shall receive any amount paid under the Series 2013 Insurance Policy in trust on behalf of Holders of the Insured Series 2013 Warrants and shall deposit any such amount in the Series 2013 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 Holders of the Insured Series 2013 Warrants in the same manner as principal or Accreted Value and interest payments are to be made with respect to the Insured Series 2013 Warrants under the sections of this Indenture regarding payment of Insured Series 2013 Warrants. 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.

(e) Notwithstanding anything in this Indenture to the contrary:

(1) the Issuer agrees to pay to the Series 2013 Insurer a sum equal to the total Series 2013 Insurer Advances and Series 2013 Insurer Reimbursement Amounts;

(2) the Series 2013 Insurer Reimbursement Amounts shall be secured by a lien on and pledge of the General Trust Estate and the Series 2013 Senior Lien Trust Estate on a parity with the lien provided the Insured Series 2013 Warrants; and

(3) the Series 2013 Insurer Reimbursement Amounts shall be payable from the Senior Lien Debt Service Fund.

(f) Funds held in the Series 2013 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 Series 2013 Policy Payments Account following a Series 2013 Payment Date shall promptly be remitted to the Series 2013 Insurer.

(g) The Series 2013 Insurer shall, to the extent it makes any payment of principal or Accreted Value of or interest on the Insured Series 2013 Warrants, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Series 2013 Insurance Policy.

(h) The Issuer shall pay or reimburse the Series 2013 Insurer any and all reasonable charges, fees, costs and expenses that the Series 2013 Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in this Indenture or any Credit Enhancement applicable to the Insured Series 2013 Warrants, (2) the pursuit of any remedies under this Indenture or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, this Indenture or whether or not executed or completed, or (4) any litigation or other dispute in connection with this Indenture or the transactions contemplated thereby, other than costs resulting from the failure of the Series 2013 Insurer to honor its obligations under the Series 2013 Insurance Policy.

(i) The Series 2013 Insurer shall be entitled to pay principal or interest on the Insured Series 2013 Warrants that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Series 2013 Insurance Policy), whether or not the Series 2013 Insurer has received a Notice of Nonpayment (as such terms are defined in the Series 2013 Insurance Policy) or a claim upon the Series 2013 Insurance Policy.

SECTION 15.4 Reporting Requirements to Series 2013 Insurer

(a) The notice address of the Series 2013 Insurer is:

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019
Attention: Managing Director – Surveillance,
Re: Policy No. 215852-N,
Telephone: (212) 826-0100;
Telecopier: (212) 339-3556.

In each case in which notice or other communication refers to an Indenture Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the contact information listed in this Section and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

(b) The Series 2013 Insurer shall be provided with the following information:

(1) The Issuer shall provide: (A) annual audited financial statements within 270 days after the end of the Issuer’s Fiscal Year (together with a certification of the Issuer that it is not aware of any default or Indenture Default under this Indenture), and (B) the Issuer’s annual budget within 30 days after the approval thereof together with such other information, data or reports as the Series 2013 Insurer shall reasonably request from time to time;

(2) The Trustee shall provide notice of any draw upon the Series 2013 Senior Lien Reserve Fund within five Business Days after knowledge thereof other than (A) withdrawals of amounts in excess of the Series 2013 Senior Lien Reserve Fund Requirement and (B) withdrawals in connection with a refunding of the Senior Lien Obligations;

(3) The Issuer shall provide notice of any default known to the Issuer within five Business Days after knowledge thereof;

(4) The Issuer shall provide prior notice of the advance refunding or redemption of any of the Insured Series 2013 Warrants, including the principal amount, maturities and CUSIP numbers thereof;

(5) The Issuer shall provide notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(6) The Issuer shall provide a full, complete copy of the transcript of all proceedings relating to the execution of any amendment of or supplement to this Indenture; and

(7) The Issuer shall provide a copy of all reports, notices and correspondence delivered to the Holders of the Insured Series 2013 Warrants by it under the terms of this Indenture.

(c) To the extent that the Issuer has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Insured Series 2013 Warrants, all information furnished pursuant to such agreements also shall be provided to the Series 2013 Insurer, simultaneously with the furnishing of such information; provided that if the information described in this paragraph is posted on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“EMMA”) System, the Issuer shall only need provide the Series 2013 Insurer notice that such information is available from EMMA.

(d) The Issuer will permit the Series 2013 Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Series 2013 Insurer may reasonably request regarding the security for the Insured Series 2013 Warrants with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Series 2013 Insurer to have access to the facilities, books and records of the Issuer on any Business Day upon reasonable prior notice.

(e) If an Indenture Default has occurred and is continuing and the Trustee (or a receiver acting on behalf of the Trustee, if any) takes action pursuant to **Section 11.3(d)**, the Trustee (or a receiver acting on behalf of the Trustee, if any) will use commercially reasonable efforts to permit the Series 2013 Insurer to have access to the books and records relating to the System in its possession (or in the possession of a receiver acting on behalf of the Trustee, if any) on any Business Day upon reasonable prior notice.

SECTION 15.5 Maintenance of Ratio between Senior Lien Obligations and Subordinate Lien Obligations

For so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, the Issuer shall not take the following actions, without the prior written consent of the Series 2013 Insurer:

(a) Call Secured Obligations for optional redemption so that the resulting ratio of Outstanding Senior Lien Obligations to all Secured Obligations Outstanding immediately after giving effect to such optional redemption exceeds the ratio specified for any one Fiscal Year, as provided in **Exhibit 15.5**; or

(b) Purchase, or cause to be purchased, Secured Obligations pursuant to **Section 6.2** or **7.9** so that the resulting ratio of Outstanding Senior Lien Obligations to all Secured Obligations Outstanding immediately after giving effect to such purchases exceeds the ratio specified for any one Fiscal Year, as provided in **Exhibit 15.5**.

SECTION 15.6 Additional Covenants of the Issuer

(a) Subject to the provisions of **Section 15.6(b)**, the Issuer covenants and agrees with the Series 2013 Insurer as follows:

(1) The Issuer shall not enter into any interest rate exchange agreement, cap, collar, floor, ceiling, or other agreement or instrument involving reciprocal payment obligations between the Issuer and a counterparty based on interest rates applied to a notional amount of principal entered into by or on behalf of the Issuer and payable from or secured in whole or in part by the Trust Estate so long as the Warrants are Outstanding. As evidenced by the issuance and delivery of the Series 2013 Insurance Policy to the Trustee and for the avoidance of doubt, the Series 2013 Insurer has consented to the issuance of the Reserve Fund Warrants in the maximum amount allowed for under the First Supplemental Indenture.

(2) The maximum principal amount of Unsecured Obligations payable in any one Fiscal Year shall not exceed 25% of the remaining proceeds of System Revenues after all payments and deposits have been made in accordance with **Sections 9.2(a)(1)** through **9.2(a)(8)**.

(3) The Issuer shall obtain the prior written consent of the Series 2013 Insurer for any transfer of the System described in **Section 10.6(a)**, unless upon such transfer the Insured Series 2013 Warrants shall be irrevocably paid in full or Defeased.

(4) The insurance described in **Section 10.8(j)(1)** shall be provided by an insurer (1) that is rated at least "A-" or higher (or the equivalent) by any Rating Agency or (2) that is assigned a financial strength rating of "B-" or higher by A.M. Best Company, Inc.

(5) The Issuer shall obtain the prior written consent of the Series 2013 Insurer for any transfer of operating assets that would exceed the limitations described in *Section 10.8(d)(4)*.

(b) Upon and for so long as the Insured Series 2013 Warrants are rated “A-” (or its equivalent), or better, without regard to any Credit Enhancement, by any one Rating Agency, the covenants provided for in *Sections 15.6(a)(2)* and *(a)(4)* shall no longer be applicable to the Issuer.

ARTICLE 16

Miscellaneous

SECTION 16.1 Notices to Financing Participants

(a) Notices and other communications to Financing Participants pursuant to this Indenture must be in writing except as otherwise expressly provided in this Indenture. Any specific reference in this Indenture to “written notice” shall not be construed to mean that any other notice may be oral, unless such oral notice is specifically permitted by this Indenture under the circumstances.

(b) Notices and other communications pursuant to this Indenture may be delivered by any method provided in the directions for notices attached as *Exhibit 16.1(b)*. A Financing Participant may change its directions for notices by giving notice to the other Financing Participants.

(c) Any notice shall be deemed given when actually received by the Financing Participant to whom the notice is addressed. In addition, any notice sent by certified mail shall be deemed received three Business Days after being sent by certified mail, addressed as provided in the notice directions included in *Exhibit 16.1(b)* or, if the designated Financing Participant has delivered a change notice, as specified in such change notice.

(d) Notice to any Financing Participant required by this Indenture may be waived in writing by such Financing Participant, either before or after the event, and such waiver shall be the equivalent of such notice.

SECTION 16.2 Notices to Holders of Warrants

(a) Notices and other communications to Holders of Warrants pursuant to this Indenture must be in writing except as otherwise expressly provided in this Indenture. Any specific reference in this Indenture to “written notice” shall not be construed to mean that any other notice may be oral, unless such oral notice is specifically permitted by this Indenture under the circumstances.

(b) If the Book Entry System is in effect, notices and other communications to Holders of Warrants will be delivered through the Book Entry System and shall be deemed delivered upon receipt by DTC.

(c) If the Book Entry System is terminated, notices and other communications to Holders of Warrants shall be delivered to each Holder at the address as it then appears in the Warrant Register. If such notice or other communication is sent by certified mail, such notice shall be deemed given when mailed; if given by first-class mail, such notice shall be deemed given five days after mailing.

(d) Any defect in a notice to any particular Holder shall not affect the sufficiency of such notice with respect to other Holders.

(e) Notice to any Holder required by this Indenture may be waived in writing by such Holder, either before or after the event, and such waiver shall be the equivalent of such notice.

(f) Notices to Holders of additional Secured Obligations shall be specified in the Supplemental Indenture pursuant to which such Secured Obligations are issued.

SECTION 16.3 Successors and Assigns

All covenants and agreements in this Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not.

SECTION 16.4 Benefits of Indenture

Except as expressly provided herein (including, without limitation, *Article 15*), nothing in this Indenture or in the Secured Obligations, express or implied, shall give to any person, other than the parties hereto and their successors hereunder and the Holders of the Secured Obligations any benefit or legal or equitable right, remedy or claim under this Indenture.

SECTION 16.5 Rights or Powers of Providers of Credit Enhancement

(a) If expressly permitted by the terms of this Indenture (including any Supplemental Indenture with respect to Secured Obligations), the provider of any Credit Enhancement with respect to Secured Obligations may, on behalf of the Holders of the Secured Obligations secured by such Credit Enhancement (and without notice to or consent of such Holders), exercise the following rights and powers of such Holders under this Indenture:

(1) the right or power to provide directions with respect to the pursuit of remedies available to the Trustee if an Indenture Default exists, including the right or power to direct the acceleration of the Maturity Date of Secured Obligations;

(2) the right or power to waive any Indenture Default and its consequences; and

(3) the right or power to consent to, or approve, any amendment of this Indenture requiring the consent of Holders of Secured Obligations, other than an amendment described in *Section 13.3*;

provided, however, that the provider of such Credit Enhancement may not exercise such rights and powers if the provider of such Credit Enhancement has defaulted under the terms of such Credit Enhancement or any similar instrument.

(b) No rights described in *Section 16.5(a)* are provided JPMorgan Chase Bank pursuant to this Indenture, except as may be provided in the First Supplemental Indenture.

SECTION 16.6 Calculation of Percentage of Holders Taking Action

Notwithstanding any provision of this Indenture, the Accreted Value of an Outstanding Capital Appreciation Warrant or of an Outstanding Convertible Capital Appreciation Warrant (prior to the applicable Current Interest Commencement Date) shall be considered principal for the purpose of determining whether the Holders of a particular percentage in principal amount of Outstanding Secured Obligations shall have taken any action, including whether the Holders have given any direction, required any action, exercised any right or remedy, waived any default, removed any Trustee, appointed any successor Trustee or consented to any amendment of this Indenture.

SECTION 16.7 Amounts Due and Unpaid After Act of Bankruptcy

For purposes of the priority as between Senior Lien Obligations and Subordinate Lien Obligations under *Section 11.3*, amounts due and unpaid on the Senior Lien Obligations shall include all interest, fees and expenses accrued or accruing (or that would, absent an Act of Bankruptcy by the Issuer, accrue) after any Act of Bankruptcy by the Issuer in accordance with, at the time contemplated by and at the rate, if any, specified herein, whether or not the claim for such interest, fees or expenses is allowed, allowable, recognized or provable as a claim in any applicable bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Issuer, and whether or not any underlying Senior Lien Obligations are modified in any fashion during such proceeding (including pursuant to 11 U.S.C. § 1129(b)). In the event that the Holders of the Subordinate Lien Obligations receive any payments or funds in an amount in error or inconsistent with the rights of the Holders of the Senior Lien Obligations pursuant to,

and in accordance with the priorities set forth in *Section 3.1*, *Section 11.3* and this *Section 16.7*, the Holders of the Senior Lien Obligations shall have a cause of action to collect any such amount.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this instrument to be duly executed by their duly authorized officers.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____

Title: _____

This instrument was prepared by:

J. Foster Clark
J. Hobson Presley, Jr.
J. Thomas Longino
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203-4642
(205) 251-8100

STATE OF ALABAMA

JEFFERSON COUNTY

I, _____, a Notary Public in and for said County in said State, do hereby certify that _____, whose name as President, Jefferson County Commission, of JEFFERSON COUNTY, ALABAMA, a political subdivision 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand this the _____ day of December, 2013.

Notary Public

NOTARIAL SEAL

My commission expires: _____

STATE OF _____

_____ COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as trustee, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this the _____ day of December, 2013.

Notary Public

NOTARIAL SEAL

My commission expires: _____

EXHIBIT 5.1(c)

Form of Series 2013-A Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Senior Lien Sewer Revenue Current Interest Warrant, Series 2013-A

Number:

Date of Initial Delivery:

Maturity Date:

Interest Rate:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest hereon from the date of initial delivery of this warrant, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified above; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of warrants issued by the Issuer under the Indenture in the aggregate principal amount of \$395,005,000.00 and designated "Senior Lien Sewer Revenue Current Interest Warrants, Series 2013-A" (the "Series 2013-A Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Senior Lien Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-A Warrants are being issued as Senior Lien Obligations and are also referred to in the Indenture as the "Series 2013 Senior Lien Obligations". The Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Series 2013 Senior Lien Obligations, upon compliance with certain provisions of the Indenture. Subordinate Lien Obligations are being issued simultaneously with the issuance of the Series 2013-A Warrants and the Indenture permits the issuance of additional Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Senior Lien Obligations is further secured by the Series 2013 Senior Lien Trust Estate, which includes the Series 2013 Senior Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Senior Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-A Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-A Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-A Warrants.

Applicable Interest Rate

The applicable interest rate for this warrant is specified above.

Computation of Interest Accrual

Interest on Series 2013-A Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates

Interest on Series 2013-A Warrants is payable on the following dates: *[specify from Indenture]*.

Regular Record Date for Interest Payments

If the Book Entry System is in effect, the Trustee shall pay interest on this warrant to DTC, and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the

Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

Series 2013-A Warrants may be in denominations of \$5,000 or any integral multiple thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-A Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all Series 2013-A Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-A Warrants to be redeemed.

Notice of redemption of any Series 2013-A Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-A Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-A Warrants (or portions thereof) identified in such notice, and any Series 2013-A Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-A Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-A Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-A Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-A Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-A Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-A Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-A Warrant, without service charge, a new Series 2013-A Warrant or Series 2013-A Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate

principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2013-A Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-A Warrants that have been called for optional redemption in lieu of retiring such Series 2013-A Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-A Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-A Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-A Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-A Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-A Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Series 2013-A Warrants referred to in the within-mentioned Indenture. The Series 2013-A Warrants have been issued as Senior Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.2(c)

Form of Series 2013-B Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Senior Lien Sewer Revenue Capital Appreciation Warrant, Series 2013-B

Number:

Date of Initial Delivery:

Yield to Maturity:

Maturity Date:

Accreted Value at Maturity:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest that shall accrete thereon from the date of initial delivery of this warrant to the Maturity Date or earlier redemption; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of warrants issued by the Issuer under the Indenture in the Initial Principal Amount of \$54,999,963.60 and designated "Senior Lien Sewer Revenue Capital Appreciation Warrants, 2013-B" (the "Series 2013-B Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Senior Lien Trust Estate (the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-B Warrants are being issued as Senior Lien Obligations and are also referred to in the Indenture as the "Series 2013 Senior Lien Obligations". The Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Series 2013 Senior Lien Obligations, upon compliance with certain provisions of the Indenture. Subordinate Lien Obligations are being issued simultaneously with the issuance of the Series 2013-B Warrants and the Indenture permits the issuance of additional Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Senior Lien Obligations is further secured by the Series 2013 Senior Lien Trust Estate, which includes the Series 2013 Senior Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Senior Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-B Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-B Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-B Warrants.

Accretion of Interest

This warrant is payable only at maturity or optional redemption and will not pay interest on a current basis. Interest on this warrant shall accrete in value from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Maturity Date or earlier redemption at the effective per annum rate required to produce the yield to maturity indicated above.

Computation of Interest Accretion

Interest on this warrant shall accrete on the basis of a 360-day year with 12 months of 30 days each. Accretion between such dates shall be determined using linear interpolation.

Interest on Overdue Payments

Interest shall be payable on overdue Accreted Value on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

The Series 2013-B Warrants may be in denominations of *[specify from Indenture]*.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-B Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all of the Series 2013-B Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-B Warrants to be redeemed.

Notice of redemption of any Series 2013-B Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-B Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-B Warrants (or portions thereof) identified in such notice, and any Series 2013-B Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-B Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-B Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-B Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-B Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-B Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-B Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-B Warrant, without service charge, a new Series 2013-B Warrant or Series 2013-B Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate Accreted Value equal to and in exchange for the unredeemed portion of the Accreted Value of the Series 2013-B Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-B Warrants that have been called for optional redemption in lieu of retiring such Series 2013-B Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations, or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-B Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-B Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-B Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-B Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-B Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Warrants referred to in the within-mentioned Indenture. The Series 2013-B Warrants have been issued as Senior Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.2(e)

**Schedule of Compound Accreted Value
for
Series 2013-B Warrants**

[Schedule begins on the following page.]

Date	Series 2013-B Warrant maturing 10/01/2025	Series 2013-B Warrant maturing 10/01/2026	Series 2013-B Warrant maturing 10/01/2027	Series 2013-B Warrant maturing 10/01/2028	Series 2013-B Warrant maturing 10/01/2029	Series 2013-B Warrant maturing 10/01/2030
12/3/2013	\$2,438,595.00	\$4,567,584.00	\$6,481,807.20	\$4,854,262.50	\$4,483,168.75	\$4,130,481.25
4/1/2014	2,483,339.00	4,655,040.00	6,608,642.40	4,951,162.50	4,574,487.50	4,216,337.50
10/1/2014	2,553,181.00	4,791,840.00	6,806,969.20	5,102,806.25	4,717,462.50	4,350,762.50
4/1/2015	2,624,997.00	4,932,576.00	7,011,168.00	5,259,081.25	4,864,950.00	4,489,343.75
10/1/2015	2,698,834.00	5,077,440.00	7,221,532.40	5,420,106.25	5,016,950.00	4,632,556.25
4/1/2016	2,774,739.00	5,226,624.00	7,438,209.20	5,586,118.75	5,173,700.00	4,780,162.50
10/1/2016	2,852,759.00	5,380,128.00	7,661,345.20	5,757,237.50	5,335,437.50	4,932,518.75
4/1/2017	2,932,988.00	5,538,240.00	7,891,087.20	5,933,581.25	5,502,162.50	5,089,743.75
10/1/2017	3,015,520.00	5,700,864.00	8,127,875.60	6,115,268.75	5,674,112.50	5,251,956.25
4/1/2018	3,100,308.00	5,868,384.00	8,371,710.40	6,302,537.50	5,851,406.25	5,419,393.75
10/1/2018	3,187,493.00	6,040,704.00	8,622,885.20	6,495,506.25	6,034,281.25	5,592,175.00
4/1/2019	3,277,169.00	6,218,208.00	8,881,546.80	6,694,531.25	6,222,856.25	5,770,418.75
10/1/2019	3,369,336.00	6,400,800.00	9,147,988.80	6,899,493.75	6,417,250.00	5,954,362.50
4/1/2020	3,464,088.00	6,588,864.00	9,422,504.80	7,110,750.00	6,617,818.75	6,144,125.00
10/1/2020	3,561,519.00	6,782,400.00	9,705,094.80	7,328,537.50	6,824,562.50	6,339,943.75
4/1/2021	3,661,676.00	6,981,696.00	9,996,346.00	7,552,975.00	7,037,837.50	6,542,056.25
10/1/2021	3,764,700.00	7,186,752.00	10,296,111.60	7,784,300.00	7,257,881.25	6,750,581.25
4/1/2022	3,870,544.00	7,397,856.00	10,605,125.60	8,022,750.00	7,484,693.75	6,965,756.25
10/1/2022	3,979,443.00	7,615,200.00	10,923,241.20	8,268,443.75	7,718,512.50	7,187,818.75
4/1/2023	4,091,350.00	7,838,880.00	11,250,898.80	8,521,618.75	7,959,693.75	7,416,887.50
10/1/2023	4,206,406.00	8,069,088.00	11,588,392.00	8,782,631.25	8,208,475.00	7,653,318.75
4/1/2024	4,324,705.00	8,306,208.00	11,936,161.20	9,051,600.00	8,464,975.00	7,897,350.00
10/1/2024	4,446,341.00	8,550,144.00	12,294,206.40	9,328,762.50	8,729,550.00	8,148,981.25
4/1/2025	4,571,408.00	8,801,280.00	12,662,968.00	9,614,475.00	9,002,318.75	8,408,806.25
10/1/2025	4,700,000.00	9,059,904.00	13,042,886.40	9,908,975.00	9,283,637.50	8,676,825.00
4/1/2026		9,326,016.00	13,434,255.20	10,212,381.25	9,573,743.75	8,953,393.75
10/1/2026		9,600,000.00	13,837,221.20	10,525,168.75	9,872,993.75	9,238,750.00
4/1/2027			14,252,371.60	10,847,456.25	10,181,506.25	9,533,250.00
10/1/2027			14,680,000.00	11,179,718.75	10,499,637.50	9,837,131.25
4/1/2028				11,522,075.00	10,827,743.75	10,150,750.00
10/1/2028				11,875,000.00	11,166,181.25	10,474,225.00
4/1/2029					11,515,068.75	10,808,150.00
10/1/2029					11,875,000.00	11,152,643.75
4/1/2030						11,508,062.50
10/1/2030						11,875,000.00

Date	Series 2013-B Warrant maturing 10/01/2031	Series 2013-B Warrant maturing 10/01/2032	Series 2013-B Warrant maturing 10/01/2033	Series 2013-B Warrant maturing 10/01/2034	Series 2013-B Warrant maturing 10/01/2035	Series 2013-B Warrant maturing 10/01/2036
12/3/2013	\$3,879,206.25	\$3,561,193.75	\$3,340,437.50	\$6,132,745.50	\$5,747,108.80	\$5,383,373.10
4/1/2014	3,959,837.50	3,636,600.00	3,411,212.50	6,265,268.10	5,871,076.80	5,499,449.55
10/1/2014	4,086,068.75	3,754,756.25	3,522,125.00	6,472,870.95	6,065,611.20	5,681,787.30
4/1/2015	4,216,337.50	3,876,831.25	3,636,600.00	6,687,147.60	6,266,582.40	5,869,845.45
10/1/2015	4,350,762.50	4,002,825.00	3,754,756.25	6,908,813.10	6,474,228.80	6,064,339.05
4/1/2016	4,489,343.75	4,132,856.25	3,876,831.25	7,137,629.10	6,688,550.40	6,265,268.10
10/1/2016	4,632,556.25	4,267,281.25	4,002,825.00	7,374,072.30	6,910,262.40	6,472,870.95
4/1/2017	4,780,162.50	4,405,862.50	4,132,856.25	7,618,381.05	7,139,126.40	6,687,147.60
10/1/2017	4,932,518.75	4,549,075.00	4,267,281.25	7,870,555.35	7,375,619.20	6,908,813.10
4/1/2018	5,089,743.75	4,696,918.75	4,405,862.50	8,131,310.25	7,619,979.20	7,137,629.10
10/1/2018	5,251,956.25	4,849,631.25	4,549,075.00	8,400,645.75	7,872,206.40	7,374,072.30
4/1/2019	5,419,393.75	5,007,212.50	4,696,918.75	8,679,038.55	8,133,016.00	7,618,381.05
10/1/2019	5,592,175.00	5,169,900.00	4,849,631.25	8,966,488.65	8,402,408.00	7,870,555.35
4/1/2020	5,770,418.75	5,337,931.25	5,007,212.50	9,263,472.75	8,680,859.20	8,131,310.25
10/1/2020	5,954,362.50	5,511,425.00	5,169,900.00	9,570,467.55	8,968,369.60	8,400,645.75
4/1/2021	6,144,125.00	5,690,618.75	5,337,931.25	9,887,473.05	9,265,416.00	8,679,038.55
10/1/2021	6,339,943.75	5,875,512.50	5,511,425.00	10,214,965.95	9,572,475.20	8,966,488.65
4/1/2022	6,542,056.25	6,066,462.50	5,690,618.75	10,553,422.95	9,889,547.20	9,263,472.75
10/1/2022	6,750,581.25	6,263,706.25	5,875,512.50	10,902,844.05	10,217,108.80	9,570,467.55
4/1/2023	6,965,756.25	6,467,243.75	6,066,462.50	11,263,944.30	10,555,636.80	9,887,473.05
10/1/2023	7,187,818.75	6,677,431.25	6,263,706.25	11,637,200.40	10,905,131.20	10,214,965.95
4/1/2024	7,416,887.50	6,894,387.50	6,467,243.75	12,022,612.35	11,266,307.20	10,553,422.95
10/1/2024	7,653,318.75	7,118,468.75	6,677,431.25	12,420,895.20	11,639,641.60	10,902,844.05
4/1/2025	7,897,350.00	7,349,912.50	6,894,387.50	12,832,287.30	12,025,134.40	11,263,944.30
10/1/2025	8,148,981.25	7,588,718.75	7,118,468.75	13,257,503.70	12,423,500.80	11,637,200.40
4/1/2026	8,408,806.25	7,835,362.50	7,349,912.50	13,696,544.40	12,834,979.20	12,022,612.35
10/1/2026	8,676,825.00	8,090,081.25	7,588,718.75	14,150,362.80	13,260,284.80	12,420,895.20
4/1/2027	8,953,393.75	8,352,993.75	7,835,362.50	14,618,958.90	13,699,417.60	12,832,287.30
10/1/2027	9,238,750.00	8,624,456.25	8,090,081.25	15,103,286.10	14,153,331.20	13,257,503.70
4/1/2028	9,533,250.00	8,904,706.25	8,352,993.75	15,603,582.75	14,622,025.60	13,696,544.40
10/1/2028	9,837,131.25	9,194,100.00	8,624,456.25	16,120,563.90	15,106,454.40	14,150,362.80
4/1/2029	10,150,750.00	9,492,993.75	8,904,706.25	16,654,467.90	15,606,856.00	14,618,958.90
10/1/2029	10,474,225.00	9,801,506.25	9,194,100.00	17,206,248.15	16,123,945.60	15,103,286.10
4/1/2030	10,808,150.00	10,119,993.75	9,492,993.75	17,776,143.00	16,657,961.60	15,603,582.75
10/1/2030	11,152,643.75	10,448,931.25	9,801,506.25	18,364,867.50	17,209,857.60	16,120,563.90
4/1/2031	11,508,062.50	10,788,556.25	10,119,993.75	18,973,375.05	17,779,872.00	16,654,467.90
10/1/2031	11,875,000.00	11,139,106.25	10,448,931.25	19,601,665.65	18,368,720.00	17,206,248.15
4/1/2032		11,501,175.00	10,788,556.25	20,251,169.40	18,977,355.20	17,776,143.00

Date (continued)	Series 2013-B Warrant maturing 10/01/2031	Series 2013-B Warrant maturing 10/01/2032	Series 2013-B Warrant maturing 10/01/2033	Series 2013-B Warrant maturing 10/01/2034	Series 2013-B Warrant maturing 10/01/2035	Series 2013-B Warrant maturing 10/01/2036
10/1/2032		\$11,875,000.00	\$11,139,106.25	\$20,921,886.30	\$19,605,777.60	\$18,364,867.50
4/1/2033			11,501,175.00	21,615,008.10	20,255,417.60	18,973,375.05
10/1/2033			11,875,000.00	22,331,011.50	20,926,275.20	19,601,665.65
4/1/2034				23,070,611.55	21,619,542.40	20,251,169.40
10/1/2034				23,835,000.00	22,335,696.00	20,921,886.30
4/1/2035					23,075,451.20	21,615,008.10
10/1/2035					23,840,000.00	22,331,011.50
4/1/2036						23,070,611.55
10/1/2036						23,835,000.00

EXHIBIT 5.3(c)

Form of Series 2013-C Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Senior Lien Sewer Revenue Convertible Capital Appreciation Warrant, Series 2013-C

Number:

Date of Initial Delivery:

**Yield to Current Interest
Commencement Date:**

Current Interest Commencement Date:

**Accreted Value at Current Interest
Commencement Date:**

Maturity Date:

Interest Rate:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) (A) prior to the Current Interest Commencement Date specified above, the principal sum of

_____ **DOLLARS**

and to pay interest that shall accrete thereon from the date of initial delivery of this warrant to the Current Interest Commencement Date, and (B) from and after the Current Interest Commencement Date (the date on which the Accreted Value of this warrant shall be converted to principal), the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest hereon from the Current Interest Commencement Date of this warrant, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified above; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of Warrants issued by the Issuer under the Indenture in the Initial Principal Amount of \$149,997,926.25 and designated "Senior Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-C" (the "Series 2013-C Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Senior Lien Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-C Warrants are being issued as Senior Lien Obligations and are also referred to in the Indenture as the "Series 2013 Senior Lien Obligations". The Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Series 2013 Senior Lien Obligations, upon compliance with certain provisions of the Indenture. Subordinate Lien Obligations are being issued simultaneously with the issuance of the Series 2013-C Warrants and the Indenture permits the issuance of additional Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Senior Lien Obligations is further secured by the Series 2013 Senior Lien Trust Estate, which includes the Series 2013 Senior Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Senior Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-C Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-C Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-C Warrants.

Accretion of Interest Prior to Current Interest Commencement Date

Prior to the Current Interest Commencement Date, this warrant is payable only at optional redemption and will not pay interest on a current basis. Interest on this warrant shall accrete in value from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Current Interest Commencement Date at the effective per annum rate required to produce the yield to Current Interest Commencement Date indicated above.

Computation of Interest Accretion Prior to Current Interest Commencement Date

Prior to the Current Interest Commencement Date, interest on this warrant shall accrete on the basis of a 360-day year with 12 months of 30 days each. Accretion between such dates shall be determined using linear interpolation.

Applicable Interest Rate From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, the applicable interest rate for this warrant is specified above.

Computation of Interest Accrual From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, interest on the Series 2013-C Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates from the Current Interest Commencement Date

Interest on Series 2013-C Warrants accruing from and after the Current Interest Commencement Date is payable on the following dates: *[specify from Indenture]*.

Regular Record Date for Interest Payments From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, if the Book Entry System is in effect, the Trustee shall pay interest on this warrant to DTC, and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

Prior to the Current Interest Commencement Date, the Series 2013-C Warrants may be in denominations of *[specify from Indenture]*. From and after the Current Interest Commencement Date, the Series 2013-C Warrants may be in denominations of *[specify from Indenture]* or any integral multiple thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-C Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all of the Series 2013-C Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-C Warrants to be redeemed.

Notice of redemption of any Series 2013-C Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-C Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-C Warrants (or portions thereof) identified in such notice, and any Series 2013-C Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-C Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-C Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-C Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-C Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-C Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-C Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-C Warrant, without service charge, a new Series 2013-C Warrant or Series 2013-C Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount or Accreted Value equal to and in exchange for the unredeemed portion of the principal or Accreted Value of the Series 2013-C Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-C Warrants that have been called for optional redemption in lieu of retiring such Series 2013-C Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-C Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-C Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-C Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-C Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-C Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Warrants referred to in the within-mentioned Indenture. The Series 2013-C Warrants have been issued as Senior Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.3(e)

**Schedule of Compound Accreted Value
for
Series 2013-C Warrants**

Date	Series 2013-C Warrants maturing 10/01/2038	Series 2013-C Warrants maturing 10/01/2042	Series 2013-C Warrants maturing 10/01/2046	Series 2013-C Warrants maturing 10/01/2050
12/3/2013	\$26,252,184.75	\$63,039,907.10	\$26,184,818.40	\$34,521,016.00
4/1/2014	26,808,427.25	64,395,552.70	26,760,524.40	35,297,638.00
10/1/2014	27,679,709.75	66,520,909.05	27,664,056.00	36,515,354.40
4/1/2015	28,579,050.50	68,716,673.05	28,597,252.80	37,774,759.60
10/1/2015	29,507,926.25	70,984,038.05	29,562,628.80	39,078,543.20
4/1/2016	30,467,321.50	73,326,584.10	30,560,184.00	40,426,705.20
10/1/2016	31,457,236.25	75,745,504.55	31,591,929.60	41,821,262.80
4/1/2017	32,479,639.50	78,245,572.80	32,657,865.60	43,264,233.20
10/1/2017	33,535,515.75	80,827,982.20	33,760,506.00	44,756,961.20
4/1/2018	34,625,357.25	83,495,119.45	34,899,850.80	46,300,791.60
10/1/2018	35,750,640.75	86,250,564.60	36,077,408.40	47,898,414.00
4/1/2019	36,912,350.75	89,096,704.35	37,295,190.00	49,550,500.80
10/1/2019	38,111,964.00	92,037,118.75	38,553,698.40	51,260,414.00
4/1/2020	39,350,957.25	95,074,194.50	39,854,944.80	53,028,826.00
10/1/2020	40,629,822.75	98,211,511.65	41,200,437.60	54,858,426.40
4/1/2021	41,950,037.25	101,452,650.25	42,590,679.60	56,750,560.00
10/1/2021	43,313,569.75	104,801,190.35	44,028,184.80	58,708,588.80
4/1/2022	44,721,404.75	108,259,518.65	45,513,958.80	60,734,530.00
10/1/2022	46,174,526.75	111,831,215.20	47,050,012.80	62,829,728.40
4/1/2023	47,675,397.00	115,522,246.75	48,638,358.00	64,997,546.00
10/1/2023*	49,225,000.00	119,335,000.00	50,280,000.00	67,240,000.00

*Current Interest Commencement Date of the Series 2013-C Warrants

EXHIBIT 5.4(c)

Form of Series 2013-D Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Subordinate Lien Sewer Revenue Current Interest Warrant, Series 2013-D

Number:

Date of Initial Delivery:

Maturity Date:

Interest Rate:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest hereon from the date of initial delivery of this warrant, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified above; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of warrants issued by the Issuer under the Indenture in the aggregate principal amount of \$810,915,000.00 and designated "Subordinate Lien Sewer Revenue Current Interest Warrants, Series 2013-D" (the "Series 2013-D Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Subordinate Lien Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-D Warrants are being issued as Subordinate Lien Obligations and are also referred to in the Indenture as "Series 2013 Subordinate Lien Obligations". Senior Lien Obligations and additional Series 2013 Subordinate Lien Obligations have been issued simultaneously with the issuance of the Series 2013-D Warrants. The Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture. The Indenture also permits the issuance of additional Senior Lien Obligations without the consent of Holders of Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Subordinate Lien Obligations is further secured by the Series 2013 Subordinate Lien Trust Estate, which includes the Series 2013 Subordinate Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Subordinate Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-D Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-D Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-D Warrants.

Applicable Interest Rate

The applicable interest rate for this warrant is specified above.

Computation of Interest Accrual

Interest on Series 2013-D Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates

Interest on Series 2013-D Warrants is payable on the following dates: *[specify from Indenture]*.

Regular Record Date for Interest Payments

If the Book Entry System is in effect, the Trustee shall pay interest on this warrant to DTC, and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the

Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

Series 2013-D Warrants may be in denominations of \$5,000 or any integral multiple thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-D Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all Series 2013-D Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-D Warrants to be redeemed.

Notice of redemption of any Series 2013-D Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-D Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-D Warrants (or portions thereof) identified in such notice, and any Series 2013-D Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-D Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-D Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-D Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-D Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-D Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-D Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-D Warrant, without service charge, a new Series 2013-D Warrant or Series 2013-D Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate

principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2013-D Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-D Warrants that have been called for optional redemption in lieu of retiring such Series 2013-D Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-D Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-D Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-D Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-D Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-D Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Series 2013-D Warrants referred to in the within-mentioned Indenture. The Series 2013-D Warrants have been issued as Subordinate Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.5(c)

Form of Series 2013-E Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Subordinate Lien Sewer Revenue Capital Appreciation Warrant, Series 2013-E

Number:

Date of Initial Delivery:

Yield to Maturity:

Maturity Date:

Accreted Value at Maturity:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest that shall accrete thereon from the date of initial delivery of this warrant to the Maturity Date or earlier redemption; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of warrants issued by the Issuer under the Indenture in the Initial Principal Amount of \$50,271,496.05 and designated "Subordinate Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-E" (the "Series 2013-E Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Subordinate Lien Trust Estate (the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or

liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-E Warrants are being issued as Subordinate Lien Obligations and are also referred to in the Indenture as "Series 2013 Subordinate Lien Obligations". Senior Lien Obligations and additional Series 2013 Subordinate Lien Obligations have been issued simultaneously with the issuance of the Series 2013-E Warrants. The Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture. The Indenture also permits the issuance of additional Senior Lien Obligations without the consent of Holders of Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Subordinate Lien Obligations is further secured by the Series 2013 Subordinate Lien Trust Estate, which includes the Series 2013 Subordinate Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Subordinate Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-E Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-E Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-E Warrants.

Accretion of Interest

This warrant is payable only at maturity or optional redemption and will not pay interest on a current basis. Interest on this warrant shall accrete in value from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Maturity Date or earlier redemption at the effective per annum rate required to produce the yield to maturity indicated above.

Computation of Interest Accretion

Interest on this warrant shall accrete on the basis of a 360-day year with 12 months of 30 days each. Accretion between such dates shall be determined using linear interpolation.

Interest on Overdue Payments

Interest shall be payable on overdue Accreted Value on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

The Series 2013-E Warrants may be in denominations of *[specify from Indenture]*.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-E Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all of the Series 2013-E Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-E Warrants to be redeemed.

Notice of redemption of any Series 2013-E Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-E Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-E Warrants (or portions thereof) identified in such notice, and any Series 2013-E Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-E Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-E Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-E Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-E Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-E Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-E Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-E Warrant, without service charge, a new Series 2013-E Warrant or Series 2013-E Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate Accreted Value equal to and in exchange for the unredeemed portion of the Accreted Value of the Series 2013-E Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-E Warrants that have been called for optional redemption in lieu of retiring such Series 2013-E Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations, or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-E Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-E Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-E Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-E Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-E Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Warrants referred to in the within-mentioned Indenture. The Series 2013-E Warrants have been issued as Subordinate Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.5(e)

**Schedule of Compound Accreted Value
for
Series 2013-E Warrants**

[Schedule begins on the following page.]

Date	Series 2013-E Warrant maturing 10/01/2028	Series 2013-E Warrant maturing 10/01/2029	Series 2013-E Warrant maturing 10/01/2030	Series 2013-E Warrant maturing 10/01/2031	Series 2013-E Warrant maturing 10/01/2032
12/3/2013	\$2,710,212.25	\$4,134,832.20	\$5,342,191.50	\$6,350,382.00	\$7,232,469.75
4/1/2014	2,776,427.25	4,237,166.20	5,476,113.00	6,511,626.05	7,417,419.75
10/1/2014	2,880,514.00	4,398,207.60	5,686,996.50	6,765,541.95	7,708,407.75
4/1/2015	2,988,557.50	4,565,442.90	5,905,881.00	7,029,395.85	8,011,109.25
10/1/2015	3,100,638.50	4,738,872.10	6,133,338.00	7,303,436.20	8,325,524.25
4/1/2016	3,216,837.75	4,918,899.15	6,369,367.50	7,588,408.35	8,652,269.25
10/1/2016	3,337,478.25	5,105,928.00	6,614,731.50	7,884,312.30	8,991,960.75
4/1/2017	3,462,640.75	5,299,958.65	6,869,239.50	8,191,893.40	9,344,907.00
10/1/2017	3,592,486.75	5,501,260.40	7,133,844.00	8,511,400.10	9,711,724.50
4/1/2018	3,727,258.50	5,710,371.85	7,408,354.50	8,843,329.30	10,093,029.75
10/1/2018	3,867,036.75	5,927,293.00	7,693,723.50	9,188,177.90	10,489,131.00
4/1/2019	4,012,063.75	6,152,562.45	7,989,951.00	9,546,442.80	10,900,644.75
10/1/2019	4,162,501.00	6,386,314.85	8,297,418.00	9,918,869.35	11,328,495.75
4/1/2020	4,318,590.75	6,629,088.80	8,616,886.50	10,305,706.00	11,773,300.50
10/1/2020	4,480,494.50	6,881,018.95	8,948,737.50	10,707,698.10	12,235,367.25
4/1/2021	4,648,535.25	7,142,509.25	9,293,161.50	11,125,094.10	12,715,620.75
10/1/2021	4,822,874.50	7,413,829.00	9,651,111.00	11,559,136.25	13,214,677.50
4/1/2022	5,003,754.50	7,695,651.45	10,022,586.00	12,009,824.55	13,733,462.25
10/1/2022	5,191,336.75	7,987,976.60	10,408,539.00	12,478,401.25	14,272,283.25
4/1/2023	5,386,025.00	8,291,612.35	10,809,160.50	12,964,866.35	14,832,681.75
10/1/2023	5,588,061.50	8,606,693.35	11,225,403.00	13,470,462.10	15,414,657.75
4/1/2024	5,797,607.75	8,933,758.20	11,657,457.00	13,995,933.85	16,019,752.50
10/1/2024	6,014,986.75	9,273,210.85	12,106,275.00	14,541,778.50	16,648,582.50
4/1/2025	6,240,521.50	9,625,589.90	12,572,428.50	15,108,989.85	17,302,072.50
10/1/2025	6,474,535.00	9,991,299.30	13,056,489.00	15,698,064.80	17,981,147.25
4/1/2026	6,717,350.25	10,371,012.30	13,559,218.50	16,310,494.05	18,687,039.75
10/1/2026	6,969,290.25	10,765,132.85	14,081,188.50	16,946,526.05	19,420,366.50
4/1/2027	7,230,597.25	11,174,199.55	14,623,351.50	17,607,403.05	20,182,668.75
10/1/2027	7,501,755.75	11,598,885.65	15,186,279.00	18,294,118.85	20,974,871.25
4/1/2028	7,783,088.75	12,039,595.10	15,771,114.00	19,007,667.25	21,798,207.00
10/1/2028	8,075,000.00	12,497,135.80	16,378,237.50	19,748,793.60	22,653,600.75
4/1/2029		12,972,046.35	17,008,792.50	20,519,237.05	23,542,902.00
10/1/2029		13,465,000.00	17,663,541.00	21,319,246.05	24,467,035.50
4/1/2030			18,343,626.00	22,150,808.20	25,427,234.25
10/1/2030			19,050,000.00	23,014,668.85	26,425,347.75
4/1/2031				23,912,318.70	27,462,609.00
10/1/2031				24,845,000.00	28,540,559.25
4/1/2032					29,660,739.75
10/1/2032					30,825,000.00

Date	Series 2013-E Warrant maturing 10/01/2033	Series 2013-E Warrant maturing 10/01/2034	Series 2013-E Warrant maturing 10/01/2035	Series 2013-E Warrant maturing 10/01/2036
12/3/2013	\$7,999,770.00	\$6,231,842.80	\$6,932,795.55	\$3,337,000.00
4/1/2014	8,204,750.00	6,392,713.20	7,112,226.35	3,423,800.00
10/1/2014	8,528,130.00	6,645,644.20	7,394,677.80	3,560,800.00
4/1/2015	8,863,720.00	6,908,943.80	7,688,913.90	3,703,200.00
10/1/2015	9,212,630.00	7,182,612.00	7,994,554.50	3,851,400.00
4/1/2016	9,575,600.00	7,466,963.00	8,312,359.90	4,005,400.00
10/1/2016	9,952,630.00	7,762,625.20	8,642,710.25	4,165,600.00
4/1/2017	10,344,460.00	8,070,227.00	8,986,365.85	4,332,400.00
10/1/2017	10,751,830.00	8,389,768.40	9,343,326.70	4,505,600.00
4/1/2018	11,175,110.00	8,721,877.80	9,714,733.25	4,685,800.00
10/1/2018	11,615,040.00	9,067,183.60	10,100,965.65	4,873,200.00
4/1/2019	12,072,730.00	9,426,314.20	10,502,404.05	5,068,200.00
10/1/2019	12,547,810.00	9,799,583.80	10,919,808.75	5,271,000.00
4/1/2020	13,042,130.00	10,187,620.80	11,353,940.05	5,481,800.00
10/1/2020	13,555,690.00	10,591,053.60	11,805,558.25	5,701,000.00
4/1/2021	14,089,230.00	11,010,510.60	12,274,663.35	5,929,200.00
10/1/2021	14,644,230.00	11,446,620.20	12,762,395.80	6,166,200.00
4/1/2022	15,220,690.00	11,900,010.80	13,269,896.05	6,413,000.00
10/1/2022	15,820,090.00	12,370,996.60	13,797,544.25	6,669,400.00
4/1/2023	16,442,800.00	12,861,148.60	14,345,720.55	6,936,200.00
10/1/2023	17,090,300.00	13,370,466.80	14,915,945.55	7,213,600.00
4/1/2024	17,763,330.00	13,899,893.80	15,508,979.55	7,502,200.00
10/1/2024	18,462,630.00	14,450,372.20	16,125,582.85	7,802,400.00
4/1/2025	19,189,680.00	15,022,530.40	16,766,515.75	8,114,400.00
10/1/2025	19,945,220.00	15,617,311.00	17,432,918.70	8,439,000.00
4/1/2026	20,730,730.00	16,235,970.80	18,125,932.15	8,776,600.00
10/1/2026	21,546,950.00	16,878,824.00	18,846,316.40	9,127,600.00
4/1/2027	22,395,360.00	17,547,127.40	19,595,592.05	9,492,800.00
10/1/2027	23,277,070.00	18,242,137.80	20,374,519.40	9,872,400.00
4/1/2028	24,193,930.00	18,964,483.60	21,184,619.05	10,267,400.00
10/1/2028	25,146,310.00	19,715,421.60	22,026,651.30	10,678,000.00
4/1/2029	26,136,430.00	20,496,208.60	22,902,136.75	11,105,200.00
10/1/2029	27,165,770.00	21,307,787.20	23,812,596.00	11,549,400.00
4/1/2030	28,235,440.00	22,151,728.40	24,759,169.50	12,011,400.00
10/1/2030	29,347,290.00	23,028,974.80	25,743,377.85	12,491,800.00
4/1/2031	30,502,800.00	23,940,783.20	26,766,361.50	12,991,600.00
10/1/2031	31,703,820.00	24,889,038.80	27,830,401.35	13,511,200.00
4/1/2032	32,952,200.00	25,874,370.00	28,936,637.85	14,051,600.00
10/1/2032	34,249,420.00	26,899,290.40	30,086,971.75	14,613,800.00

Date (continued)	Series 2013-E Warrant maturing 10/01/2033	Series 2013-E Warrant maturing 10/01/2034	Series 2013-E Warrant maturing 10/01/2035	Series 2013-E Warrant maturing 10/01/2036
4/1/2033	\$35,598,070.00	\$27,964,428.40	\$31,282,923.65	\$15,198,200.00
10/1/2033	37,000,000.00	29,071,669.20	32,526,394.30	15,806,200.00
4/1/2034		30,222,898.00	33,819,284.45	16,438,400.00
10/1/2034		31,420,000.00	35,163,875.00	17,096,000.00
4/1/2035			36,561,306.40	17,779,800.00
10/1/2035			38,015,000.00	18,491,000.00
4/1/2036				19,230,600.00
10/1/2036				20,000,000.00

EXHIBIT 5.6(c)

Form of Series 2013-F Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrant, Series 2013-F

Number:

Date of Initial Delivery:

**Yield to Current Interest
Commencement Date:**

Current Interest Commencement Date:

**Accreted Value at Current Interest
Commencement Date:**

Maturity Date:

Interest Rate:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) (A) prior to the Current Interest Commencement Date specified above, the principal sum of

_____ **DOLLARS**

and to pay interest that shall accrete thereon from the date of initial delivery of this warrant to the Current Interest Commencement Date, and (B) from and after the Current Interest Commencement Date (the date on which the Accreted Value of this warrant shall be converted to principal), the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest hereon from the Current Interest Commencement Date of this warrant, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified above; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of Warrants issued by the Issuer under the Indenture in the Initial Principal Amount of \$324,297,135.75 and designated "Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-F" (the "Series 2013-F Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Subordinate Lien Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-F Warrants are being issued as Subordinate Lien Obligations and are also referred to in the Indenture as "Series 2013 Subordinate Lien Obligations". Senior Lien Obligations and additional Series 2013 Subordinate Lien Obligations have been issued simultaneously with the issuance of the Series 2013-F Warrants. The Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture. The Indenture also permits the issuance of additional Senior Lien Obligations without the consent of Holders of Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Subordinate Lien Obligations is further secured by the Series 2013 Subordinate Lien Trust Estate, which includes the Series 2013 Subordinate Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Subordinate Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-F Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-F Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-F Warrants.

Accretion of Interest Prior to Current Interest Commencement Date

Prior to the Current Interest Commencement Date, this warrant is payable only at optional redemption and will not pay interest on a current basis. Interest on this warrant shall accrete in value from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Current Interest Commencement

Date at the effective per annum rate required to produce the yield to Current Interest Commencement Date indicated above.

Computation of Interest Accretion Prior to Current Interest Commencement Date

Prior to the Current Interest Commencement Date, interest on this warrant shall accrete on the basis of a 360-day year with 12 months of 30 days each. Accretion between such dates shall be determined using linear interpolation.

Applicable Interest Rate From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, the applicable interest rate for this warrant is specified above.

Computation of Interest Accrual From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, interest on the Series 2013-F Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates from the Current Interest Commencement Date

Interest on Series 2013-F Warrants accruing from and after the Current Interest Commencement Date is payable on the following dates: *[specify from Indenture]*.

Regular Record Date for Interest Payments From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, if the Book Entry System is in effect, the Trustee shall pay interest on this warrant to DTC, and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

Prior to the Current Interest Commencement Date, the Series 2013-F Warrants may be in denominations of *[specify from Indenture]*. From and after the Current Interest Commencement Date, the Series 2013-F Warrants may be in denominations of *[specify from Indenture]* or any integral multiple thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-F Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all of the Series 2013-F Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-F Warrants to be redeemed.

Notice of redemption of any Series 2013-F Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-F Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-F Warrants (or portions thereof) identified in such notice, and any Series 2013-F Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-F Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-F Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-F Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-F Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-F Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-F Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-F Warrant, without service charge, a new Series 2013-F Warrant or Series 2013-F Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount or Accreted Value equal to and in exchange for the unredeemed portion of the principal or Accreted Value of the Series 2013-F Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-F Warrants that have been called for optional redemption in lieu of retiring such Series 2013-F Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-F Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-F Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-F Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-F Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-F Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Warrants referred to in the within-mentioned Indenture. The Series 2013-F Warrants have been issued as Subordinate Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.6(e)

**Schedule of Compound Accreted Value
for
Series 2013-F Warrants**

Date	Series 2013-F Warrants maturing 10/01/2039	Series 2013-F Warrants maturing 10/01/2046	Series 2013-F Warrants maturing 10/01/2050
12/3/2013	\$66,636,575.00	\$92,828,295.25	\$164,832,265.50
4/1/2014	68,264,705.75	95,172,275.85	169,071,495.25
10/1/2014	70,824,374.60	98,860,713.55	175,749,782.25
4/1/2015	73,480,219.95	102,690,260.45	182,692,800.50
10/1/2015	76,234,989.70	106,670,715.80	189,911,139.25
4/1/2016	79,094,179.65	110,804,039.45	197,411,858.00
10/1/2016	82,060,537.70	115,098,070.80	205,209,075.75
4/1/2017	85,138,185.70	119,556,729.55	213,316,911.50
10/1/2017	88,329,871.55	124,189,814.95	221,742,424.75
4/1/2018	91,642,465.00	129,003,206.55	230,499,734.50
10/1/2018	95,080,087.90	134,000,824.05	239,606,489.50
4/1/2019	98,645,488.15	139,194,426.55	249,069,749.25
10/1/2019	102,344,161.55	144,587,933.75	258,907,162.50
4/1/2020	106,181,603.90	150,191,144.90	269,136,378.00
10/1/2020	110,163,311.00	156,009,939.55	279,764,455.25
4/1/2021	114,294,778.65	162,056,076.80	290,816,102.50
10/1/2021	118,581,502.65	168,335,436.20	302,305,438.75
4/1/2022	123,027,604.85	174,857,817.00	314,243,053.25
10/1/2022	127,641,328.95	181,634,978.30	326,657,184.00
4/1/2023	132,428,170.75	188,672,799.65	339,561,950.00
10/1/2023*	137,395,000.00	195,985,000.00	352,975,000.00

*Current Interest Commencement Date of the Series 2013-F Warrants

EXHIBIT 9.2(b)

Requisition

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee under
the Indenture referred to below No. _____

Re: Trust Indenture dated December 1, 2013 (the "Indenture") between Jefferson County, Alabama and the
Trustee

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

Request for Payment by the Issuer

The Issuer hereby requests payment from the Revenue Fund.

of \$ _____ to

Name of payee: _____

Address of payee: _____

Such payment will be made for the following purpose(s):

(Note: The Issuer is to describe purpose in reasonable detail. The Trustee shall be entitled to rely upon the certification by the Issuer in the following paragraph with respect to the purpose of this payment and shall not be required to verify that such purpose is authorized by the Indenture or that such purpose will not cause or result in a violation of any covenant in the Tax Certificate and Agreement.)

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in *Section 9.2(a)(8) or (9)* of the Indenture, (b) no Indenture Default exists, and (c) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____
Authorized Issuer Representative

EXHIBIT 9.6(g)

Series 2013 Senior Lien Reserve Fund Letter of Credit Reimbursement Order

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee under
the Indenture referred to below No. _____

Re: Trust Indenture dated December 1, 2013 (the "Indenture") between Jefferson County, Alabama and the
Trustee

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

Request for Reinstatement of Series 2013 Senior Lien Reserve Fund Letter of Credit

Pursuant to *Section 9.6(g)* of the Indenture, the Issuer hereby requests payment from the Series 2013 Senior Lien Reserve Fund for the sole purpose of reinstating coverage under the letter of credit described above in the following amount of

\$ _____.

Funds withdrawn from the Series 2013 Senior Lien Reserve Fund shall be used solely to redeem Reserve Fund Warrants that are Senior Lien Obligations under the Indenture.

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in *Section 9.6(g)* of the Indenture, (b) the amount requested for withdrawal is eligible for reinstatement under the Series 2013 Senior Lien Reserve Fund Letter of Credit, (c) no Indenture Default exists, and (d) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____
Authorized Issuer Representative

EXHIBIT 9.7(g)

Series 2013 Subordinate Lien Reserve Fund Letter of Credit Reimbursement Order

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee under
the Indenture referred to below No. _____

Re: Trust Indenture dated December 1, 2013 (the "Indenture") between Jefferson County, Alabama and the
Trustee

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

Request for Reinstatement of Series 2013 Subordinate Lien Reserve Fund Letter of Credit

Pursuant to *Section 9.7(g)* of the Indenture, the Issuer hereby requests payment from the Series 2013 Subordinate Lien Reserve Fund for the sole purpose of reinstating coverage under the letter of credit described above in the following amount of

\$ _____.

Funds withdrawn from the Series 2013 Subordinate Lien Reserve Fund shall be used solely to redeem Reserve Fund Warrants that are Subordinate Lien Obligations under the Indenture.

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in *Section 9.7(g)* of the Indenture, (b) the amount requested for withdrawal is eligible for reinstatement under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (c) no Indenture Default exists, and (d) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____
Authorized Issuer Representative

EXHIBIT 9.8(c)

Requisition

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee under
the Indenture referred to below No. _____

Re: Trust Indenture dated December 1, 2013 (the "Indenture") between Jefferson County, Alabama and the
Trustee

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

Request for Payment by the Issuer

The Issuer hereby requests payment from the Capital Improvement Fund.

of \$ _____ to

Name of payee: _____

Address of payee: _____

Such payment will be made for the following purpose(s):

(Note: The Issuer is to describe purpose in reasonable detail. The Trustee shall be entitled to rely upon the certification by the Issuer in the following paragraph with respect to the purpose of this payment and shall not be required to verify that such purpose is authorized by the Indenture or that such purpose will not cause or result in a violation of any covenant in the Tax Certificate and Agreement.)

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in *Section 9.8(c)* of the Indenture, (b) no Indenture Default exists, and (c) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____
Authorized Issuer Representative

EXHIBIT 15.5

Schedule of Permitted Ratios of Series 2013 Senior Lien Obligations to Secured Obligations

Jefferson County, Alabama

Ratio Test	
Initial Ratio	33.6%
Max Ratio	33.9%

Amount of Debt Outstanding (\$000's)

Date	Series 2013 Senior Lien Obligations	Series 2013 Subordinate Lien Obligations	Total Secured Obligations Outstanding	Ratios	
				Senior Lien	Subordinate Lien
12/3/13	\$ 600,003	1,185,484	\$ 1,785,487	33.6%	66.4%
10/1/14	611,291	1,209,919	1,821,210	33.6%	66.4%
10/1/15	625,761	1,241,575	1,867,336	33.5%	66.5%
10/1/16	641,200	1,273,456	1,914,656	33.5%	66.5%
10/1/17	657,675	1,302,988	1,960,664	33.5%	66.5%
10/1/18	675,253	1,329,799	2,005,052	33.7%	66.3%
10/1/19	694,009	1,358,546	2,052,555	33.8%	66.2%
10/1/20	714,022	1,404,919	2,118,942	33.7%	66.3%
10/1/21	735,378	1,454,978	2,190,356	33.6%	66.4%
10/1/22	776,358	1,550,682	2,327,039	33.4%	66.6%
10/1/23	782,480	1,547,601	2,330,080	33.6%	66.4%
10/1/24	788,996	1,541,351	2,330,346	33.9%	66.1%
10/1/25	795,932	1,550,561	2,346,493	33.9%	66.1%
10/1/26	798,346	1,560,507	2,358,853	33.8%	66.2%
10/1/27	795,749	1,571,247	2,366,996	33.6%	66.4%
10/1/28	787,633	1,582,844	2,370,478	33.2%	66.8%
10/1/29	782,016	1,586,675	2,368,691	33.0%	67.0%
10/1/30	776,058	1,585,026	2,361,085	32.9%	67.1%
10/1/31	769,725	1,577,245	2,346,970	32.8%	67.2%
10/1/32	762,992	1,562,599	2,325,591	32.8%	67.2%
10/1/33	755,819	1,540,329	2,296,148	32.9%	67.1%
10/1/34	748,178	1,509,605	2,257,782	33.1%	66.9%
10/1/35	727,256	1,482,431	2,209,687	32.9%	67.1%
10/1/36	704,920	1,445,925	2,150,845	32.8%	67.2%
10/1/37	681,085	1,401,055	2,082,140	32.7%	67.3%
10/1/38	657,245	1,347,230	2,004,475	32.8%	67.2%
10/1/39	631,860	1,282,010	1,913,870	33.0%	67.0%
10/1/40	604,820	1,210,525	1,815,345	33.3%	66.7%
10/1/41	576,000	1,166,785	1,742,785	33.1%	66.9%
10/1/42	545,275	1,119,545	1,664,820	32.8%	67.2%
10/1/43	512,525	1,068,525	1,581,050	32.4%	67.6%
10/1/44	477,610	1,034,295	1,511,905	31.6%	68.4%
10/1/45	440,950	990,850	1,431,800	30.8%	69.2%
10/1/46	402,460	937,275	1,339,735	30.0%	70.0%

Date (continued)	Series 2013 Senior Lien Obligations	Series 2013 Subordinate Lien Obligations	Total Outstanding	Ratios	
				Senior Lien	Subordinate Lien
10/1/47	\$361,370	\$872,540	\$1,233,910	29.3%	70.7%
10/1/48	317,945	795,450	1,113,395	28.6%	71.4%
10/1/49	272,240	704,705	976,945	27.9%	72.1%
10/1/50	224,140	598,900	823,040	27.2%	72.8%
10/1/51	172,715	476,625	649,340	26.6%	73.4%
10/1/52	118,195	336,600	454,795	26.0%	74.0%
10/1/53	60,680	178,290	238,970	25.4%	74.6%

*Table Utilizes Accreted Value for principal of Outstanding Capital Appreciation Warrants and Convertible Capital Appreciation Warrants (prior to the Current Interest Conversion Date, if applicable).

EXHIBIT 16.1(b)

Directions for Notices

JEFFERSON COUNTY, ALABAMA

Mailing address:

Jefferson County, Alabama
Attention: County Manager
Room 251, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203

-and-

Jefferson County, Alabama
Attention: County Attorney
Room 280, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203

Hand delivery or courier delivery address:

Jefferson County, Alabama
Attention: County Manager
Room 251, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203

-and-

Jefferson County, Alabama
Attention: County Attorney
Room 280, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203

Email address:

County Manager:
County Attorney:

Facsimile transmissions:

County Manager:
County Attorney:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as trustee**

Mailing address:

Wells Fargo Bank, N.A.
Corporate Trust Services
Attn: Mary Dallatore
123 S. Broad Street, Suite 1500
MAC Y1379-157
Philadelphia, Pennsylvania 19109

-and-

Wells Fargo Bank, N.A.
Corporate Trust Services
Attn: Christopher Tracy
1 Independent Drive, Suite 620
MAC Z3094-060
Jacksonville, Florida 32202

Hand delivery or courier delivery address:

Wells Fargo Bank, N.A.
Corporate Trust Services
Attn: Mary Dallatore
123 S. Broad Street, Suite 1500
MAC Y1379-157
Philadelphia, Pennsylvania 19109

-and-

Wells Fargo Bank, N.A.
Corporate Trust Services
Attn: Christopher Tracy
1 Independent Drive, Suite 620
MAC Z3094-060
Jacksonville, Florida 32202

Email address:

christopher.tracy@wellsfargo.com

Facsimile transmissions:

(877) 775-7570
(904) 351-7266

Exhibit 2

New First Supplemental Sewer Warrant Indenture, including the forms of the Reserve Fund Reimbursement Warrants

FIRST SUPPLEMENTAL TRUST INDENTURE

Dated December 1, 2013

Between

JEFFERSON COUNTY, ALABAMA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Relating to the authorization and issuance of

Up to \$60,000,288 Senior Lien Reserve Fund Reimbursement Warrants

and

Up to \$118,548,363 Subordinate Lien Reserve Fund Reimbursement Warrants

by

Jefferson County, Alabama

TABLE OF CONTENTS

	PAGE
Parties	1
Recitals	1
ARTICLE 1 Definitions	2
SECTION 1.1 Definitions	2
ARTICLE 2 Security for Payment.....	4
SECTION 2.1 Confirmation of Indenture	4
SECTION 2.2 Pledge and Assignment	4
ARTICLE 3 Registration, Transfer, Exchange and Payment of the Reserve Fund Warrants.....	5
SECTION 3.1 Book-Entry System for the Reserve Fund Warrants	5
SECTION 3.2 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Reserve Fund Warrants	6
SECTION 3.3 Persons Deemed Owners.....	8
SECTION 3.4 Trustee as Paying Agent and Registrar.....	8
SECTION 3.5 Payments Due on Non-Business Days	8
ARTICLE 4 The Reserve Fund Warrants.....	9
SECTION 4.1 Specific Title and Terms of the Senior Lien Reserve Fund Warrants	9
SECTION 4.2 Specific Title and Terms of the Subordinate Lien Reserve Fund Warrants	12
ARTICLE 5 Repurchases and Tenders.....	15
SECTION 5.1 No Optional Tender Rights for Holders	15
ARTICLE 6 Redemption of Reserve Fund Warrants	15
SECTION 6.1 Redemption Provisions.....	15
SECTION 6.2 Election to Redeem.....	15
SECTION 6.3 Selection by Trustee of Reserve Fund Warrants to be Redeemed.....	15
SECTION 6.4 Notice of Redemption.....	15
SECTION 6.5 Deposit of Redemption Price.....	16
SECTION 6.6 Reserve Fund Warrants Payable on Redemption Date	16
SECTION 6.7 Reserve Fund Warrants Redeemed in Part	16
SECTION 6.8 Purchase of Reserve Fund Warrants in Lieu of Redemption.....	17
ARTICLE 7 Additional Indenture Funds	17
SECTION 7.1 Senior Lien Reserve Fund Warrant Debt Service Fund.....	17
SECTION 7.2 Subordinate Lien Reserve Fund Warrant Debt Service Fund.....	18
ARTICLE 8 Amendments of First Supplemental Indenture	19
SECTION 8.1 Rights of JPMorgan Chase Bank.....	19
ARTICLE 9 Provisions of General Application.....	19
SECTION 9.1 Governing Law	19
SECTION 9.2 CUSIP Numbers	19
SECTION 9.3 Severability.....	19
SECTION 9.4 Construction of First Supplemental Indenture.....	19

EXHIBIT 4.1(b)Form of Senior Lien Reserve Fund Warrant Certificate of Issuance
EXHIBIT 4.1(c).....Form of Transfer Restriction Certificate of JPMorgan Chase Bank
EXHIBIT 4.1(e).....Form of Senior Lien Reserve Fund Warrants
EXHIBIT 4.2(b)Form of Subordinate Lien Reserve Fund Warrant Certificate of Issuance
EXHIBIT 4.2(e).....Form of Subordinate Lien Reserve Fund Warrants
EXHIBIT 6.2Election to Redeem

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS **FIRST SUPPLEMENTAL TRUST INDENTURE** (this “First Supplemental Indenture”) dated December 1, 2013 is entered into by **JEFFERSON COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the “Issuer”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as trustee (the “Trustee”).

Recitals

The Issuer owns and operates a sanitary sewer system (the “System”), which currently serves customers in Jefferson County, Alabama and small portions of two adjacent counties. On November 9, 2011, the Issuer filed a petition for relief under Chapter 9 of Title 11 of the United States Code, thereby commencing Bankruptcy Case No. 11-05736-TBB9 (the “Bankruptcy Case”) before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the “Bankruptcy Court”). The Bankruptcy Court has confirmed the Issuer’s plan of adjustment (the “Confirmed Plan of Adjustment”), a material component of which is the restructuring of the Issuer’s financial obligations with respect to its System through the issuance of certain warrants of the Issuer.

On the date hereof, the Issuer has entered into that certain Trust Indenture dated December 1, 2013 between the Issuer and the Trustee, as trustee (the “Original Indenture”) in order to provide for the issuance of certain warrants of the Issuer as described therein. The Original Indenture and this First Supplemental Indenture are sometimes collectively referred to herein as the “Indenture”. Capitalized terms used without definition in this First Supplemental Indenture shall have the meaning ascribed in the Original Indenture.

The Issuer has duly authorized the issuance of two series of its sewer revenue warrants: (1) its Senior Lien Reserve Fund Reimbursement Warrants, in a maximum principal amount Outstanding at any one time of up to \$60,000,288 (the “Senior Lien Reserve Fund Warrants”) and (2) its Subordinate Lien Reserve Fund Reimbursement Warrants, in a maximum principal amount Outstanding at any one time of up to \$118,548,363 (the “Subordinate Lien Reserve Fund Warrants” and, together with the Senior Lien Reserve Fund Warrants, the “Reserve Fund Warrants”) pursuant to the terms and conditions of this First Supplemental Indenture. The Reserve Fund Warrants are additional Secured Obligations under the Original Indenture. The Reserve Fund Warrants are contemplated by the Confirmed Plan of Adjustment.

The Senior Lien Reserve Fund Warrants constitute Current Interest Obligations and Senior Lien Obligations. The Senior Lien Reserve Fund Warrants may be issued for the purpose of reimbursing JPMorgan Chase Bank for draws on the Series 2013 Senior Lien Reserve Fund Letter of Credit. The Subordinate Lien Reserve Fund Warrants constitute Current Interest Obligations and Subordinate Lien Obligations. The Subordinate Lien Reserve Fund Warrants may be issued for the purpose of reimbursing JPMorgan Chase Bank for draws on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit. The letters of credit described herein are Credit Enhancement for the Warrants, as provided in the Original Indenture. The Reserve Fund Warrants are authorized but unissued on the date hereof. The Reserve Fund Warrants may only be issued on or after March 1, 2014, and may not have a maturity date later than March 1, 2054.

The Reserve Fund Warrants are limited obligations of the Issuer payable solely out of the General Trust Estate established under the Original Indenture, which includes the System Revenues described therein. Payment of the Senior Lien Reserve Fund Warrants is further secured by the Senior Lien Reserve Fund Warrant Trust Estate, which includes the Senior Lien Reserve Fund Warrants Debt Service Fund described herein, and which is held by the Trustee for the sole benefit of Holders of the Senior Lien Reserve Fund Warrants. Payment of the Subordinate Lien Reserve Fund Warrants is further secured by the Subordinate Lien Reserve Fund Warrant Trust Estate, which includes the Subordinate Lien Reserve Fund Warrants Debt Service Fund described herein, and which is held by the Trustee for the sole benefit of Holders of the Subordinate Lien Reserve Fund Warrants.

The Confirmed Plan of Adjustment and related confirmation order includes a binding judicial determination that the Warrants, the Reserve Fund Warrants, the Original Indenture, this First Supplemental Indenture, the Rate Resolution, and the covenants made by the Issuer for the benefit of the holders of the Warrants

(including the covenants provided for in *Section 10.9* of the Original Indenture) will constitute legal, valid, binding and enforceable obligations of the Issuer.

All things have been done which are necessary to make the Reserve Fund Warrants, when executed by the Issuer and issued, authenticated and delivered by the Trustee hereunder, the valid obligations of the Issuer, and to constitute this First Supplemental Indenture a valid trust indenture for the security of the Reserve Fund Warrants, in accordance with the terms of this First Supplemental Indenture.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

It is hereby covenanted and declared that all the Reserve Fund Warrants may be issued, authenticated and delivered as provided herein; and the property subject to this First Supplemental Indenture is to be held and applied by the Trustee, subject to the covenants, conditions and trusts hereinafter set forth; and the Issuer does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit (except as otherwise expressly provided herein) of all Reserve Fund Warrants as follows:

ARTICLE 1

Definitions

SECTION 1.1 Definitions

Capitalized terms used without definition herein shall have the meaning ascribed in the Original Indenture. As a supplement to the Original Indenture, and for all purposes of this First Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“Approving Tax Opinion” means an Opinion of Counsel delivered by an attorney or firm of attorneys which is nationally recognized as bond counsel stating that the interest paid on the Reserve Fund Warrant or Reserve Fund Warrants described in such opinion is exempt from federal income taxation or otherwise excludable from gross income of the Holder thereof.

“Authorized Denominations” means, with respect to the Reserve Fund Warrants, a principal amount of \$100,000 and any amount in excess thereof.

“Favorable Ruling” means a private letter ruling, revenue ruling, technical advice memorandum or other determination of the Internal Revenue Service stating that the interest paid on the Reserve Fund Warrant or Reserve Fund Warrants described in such document is exempt from federal income taxation or otherwise excludable from gross income of the Holder thereof.

“Holder” or **“Warrantholder”** means, when used with respect to any Reserve Fund Warrant, (i) if the Book Entry System is not in effect, the person in whose name such Reserve Fund Warrant is registered on the Warrant Register maintained by the Trustee and (ii) if the Book Entry System is in effect, the beneficial owner of such Reserve Fund Warrant on the records maintained pursuant to the Book Entry System.

“Interest Payment Date” means, when used with respect to any installment of interest on a Reserve Fund Warrant, the date specified in this First Supplemental Indenture as the date on which such installment of interest is due and payable.

“JPMorgan Chase Bank” means JPMorgan Chase Bank, National Association, a national banking association and the issuer of the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit.

“Maturity Date” means, when used with respect to any Reserve Fund Warrant, the dates specified pursuant to *Sections 4.1(b)(3)* and *4.2(b)(3)*.

“**Original Indenture**” means that certain Trust Indenture dated December 1, 2013 between the Issuer and the Trustee.

“**Post-Default Rate**” means, when used with respect to any payment of Debt Service on any Reserve Fund Warrant, a rate of interest per annum equal to (A) the interest rate applicable to such Reserve Fund Warrant at the time of the applicable Indenture Default plus (B) 2.00%, subject to a maximum rate of 12% per annum.

“**Principal Payment Date**” means, when used with respect to any Reserve Fund Warrant, the dates specified pursuant to *Sections 4.1(i)* and *4.2(i)*.

“**Reserve Fund Warrant Payment Date**” means each date on which Debt Service is payable on Reserve Fund Warrants, including any date fixed for redemption of Reserve Fund Warrants.

“**Reserve Fund Warrant Register**” means the register or registers for the registration and transfer of Reserve Fund Warrants maintained by the Issuer at the Office of the Trustee pursuant to *Sections 3.1(b)(1)* and *3.2(c)*.

“**Reserve Fund Warrants**” means, collectively, the Senior Lien Reserve Fund Warrants and the Subordinate Lien Reserve Fund Warrants.

“**Senior Lien Certificate of Issuance**” has the meaning assigned in *Section 4.1(b)*.

“**Senior Lien Reserve Fund Warrant Trust Estate**” has the meaning assigned in *Section 2.2(b)*.

“**Senior Lien Reserve Fund Warrant Debt Service Fund**” means the fund established pursuant to *Section 7.1*.

“**Senior Lien Reserve Fund Warrant Issue Date**” means each date on which a Senior Lien Reserve Fund Warrant is issued, which for each Senior Lien Reserve Fund Warrant shall be the same date as the date of a related (i) draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit, (ii) transfer of cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants, (iii) transfer of cash obtained by the Trustee pursuant to a draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit due to the failure of JPMorgan Chase Bank to deliver collateral from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants, or (iv) transfer of collateral pursuant to *Section 9.6* of the Original Indenture from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants. The Senior Lien Reserve Fund Warrant Issue Date shall be conclusively proved by the respective Senior Lien Certificate of Issuance.

“**Senior Lien Reserve Fund Warrants**” means the Issuer’s Senior Lien Reserve Fund Reimbursement Warrants, authorized to be issued pursuant to this First Supplemental Indenture on or after March 1, 2014 in a maximum principal amount Outstanding at any one time of up to \$60,000,288. If the Senior Lien Reserve Fund Warrants are issued, such warrants shall be issued as Senior Lien Obligations and as Current Interest Obligations.

“**Special Record Date**” for the payment of any Defaulted Interest on the Reserve Fund Warrants means a date fixed by the Trustee pursuant to *Section 3.1(b)(7)* or *Section 3.2(l)*.

“**Subordinate Lien Certificate of Issuance**” has the meaning assigned in *Section 4.2(b)*

“**Subordinate Lien Reserve Fund Warrant Trust Estate**” has the meaning assigned in *Section 2.2(c)*.

“**Subordinate Lien Reserve Fund Warrant Debt Service Fund**” means the fund established pursuant to *Section 7.2*.

“**Subordinate Lien Reserve Fund Warrant Issue Date**” means each date on which a Subordinate Lien Reserve Fund Warrant is issued, which for each Subordinate Lien Reserve Fund Warrant shall be the same date as

the date of a related (i) draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (ii) transfer of cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants, (iii) transfer of cash obtained by the Trustee pursuant to a draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit due to the failure of JPMorgan Chase Bank to deliver collateral from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants, or (iv) transfer of collateral pursuant to **Section 9.7** of the Original Indenture from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants. The Subordinate Lien Reserve Fund Warrant Issue Date shall be conclusively proved by the respective Subordinate Lien Certificate of Issuance.

“**Subordinate Lien Reserve Fund Warrants**” means the Issuer’s Subordinate Lien Reserve Fund Reimbursement Warrants, authorized to be issued pursuant to this First Supplemental Indenture on or after March 1, 2014 in a maximum principal amount Outstanding at any one time of up to \$118,548,363. If the Subordinate Lien Reserve Fund Warrants are issued, such warrants shall be issued as Subordinate Lien Obligations and as Current Interest Obligations.

“**Transfer Restriction Certificate**” means the certificate provided for in **Section 4.1(c)** incorporating the representations therein contained.

“**Trust Estate**” means the General Trust Estate, the Series 2013 Senior Lien Trust Estate, Series 2013 Subordinate Lien Trust Estate, the Senior Lien Reserve Fund Warrant Trust Estate, the Subordinate Lien Reserve Fund Warrant Trust Estate, and for any particular series of additional Secured Obligations, the funds designated pursuant to **Section 8.2(a)(1)(H)** of the Original Indenture.

ARTICLE 2

Security for Payment

SECTION 2.1 Confirmation of Indenture

(a) The Issuer, the Trustee, and, by acceptance of the Reserve Fund Warrants, the Holders thereof, agree that this First Supplemental Indenture is delivered in supplement to the Original Indenture, as part thereof, and shall be construed in accordance with, and governed by, the terms of the Original Indenture.

(b) The Original Indenture, as hereby supplemented and amended, is hereby ratified, confirmed, and approved.

SECTION 2.2 Pledge and Assignment

(a) **General Trust Estate.** The Reserve Fund Warrants are payable from the General Trust Estate, including money on deposit in any funds or accounts included therein. The provisions of the Original Indenture, wherein the General Trust Estate is pledged for payment of all Secured Obligations issued under the Indenture, are hereby ratified and confirmed. If issued, the Senior Lien Reserve Fund Warrants are declared to be Senior Lien Obligations secured *pari passu* with all other Senior Lien Obligations issued from time to time under the Original Indenture with respect to the General Trust Estate. If issued, the Subordinate Lien Reserve Fund Warrants are declared to be Subordinate Lien Obligations secured *pari passu* with all other Subordinate Lien Obligations issued from time to time under the Original Indenture with respect to the General Trust Estate. Under the Indenture, Senior Lien Obligations have priority over Subordinate Lien Obligations.

(b) **Trust Estate for Benefit of the Senior Lien Reserve Fund Warrants.** To secure the payment of Debt Service on the Senior Lien Reserve Fund Warrants and the performance of the covenants contained in the Indenture that are for the benefit of the Senior Lien Reserve Fund Warrants, and in consideration of the premises and of the funding of draws under the Series 2013 Senior Lien Reserve Fund Letter of Credit, the Issuer hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the Senior Lien Reserve Fund Warrant Debt Service Fund.

To Have and to Hold all such property, rights and privileges (collectively referred to as the “Senior Lien Reserve Fund Warrant Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the equal and proportionate benefit and security of the Holders from time to time of the Senior Lien Reserve Fund Warrants (without any priority of any such Senior Lien Reserve Fund Warrant over any other Senior Lien Reserve Fund Warrant).

Provided, However, that money and investments in the Senior Lien Reserve Fund Warrant Debt Service Fund may be applied for the purposes and on the terms and conditions set forth in this First Supplemental Indenture.

(c) **Trust Estate for Benefit of the Subordinate Lien Reserve Fund Warrants.** To secure the payment of Debt Service on the Subordinate Lien Reserve Fund Warrants and the performance of the covenants contained in the Indenture that are for the benefit of the Subordinate Lien Reserve Fund Warrants, and in consideration of the premises and of the funding of draws under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, the Issuer hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the Subordinate Lien Reserve Fund Warrant Debt Service Fund.

To Have and to Hold all such property, rights and privileges (collectively referred to as the “Subordinate Lien Reserve Fund Warrant Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the equal and proportionate benefit and security of the Holders from time to time of the Subordinate Lien Reserve Fund Warrants (without any priority of any such Subordinate Lien Reserve Fund Warrant over any other Subordinate Lien Reserve Fund Warrant).

Provided, However, that money and investments in the Subordinate Lien Reserve Fund Warrant Debt Service Fund may be applied for the purposes and on the terms and conditions set forth in this First Supplemental Indenture.

ARTICLE 3

Registration, Transfer, Exchange and Payment of the Reserve Fund Warrants

SECTION 3.1 Book-Entry System for the Reserve Fund Warrants

(a) The ownership, transfer, exchange and payment of Reserve Fund Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to *Section 3.1(c)*.

(b) Except as otherwise expressly provided in this First Supplemental Indenture, while Reserve Fund Warrants are in the Book Entry System the following provisions shall apply:

(1) In order to facilitate the Book Entry System, on or before the date of initial issuance and delivery of Reserve Fund Warrants hereunder, a physical certificate or physical certificates for the Reserve Fund Warrants shall be executed, registered in the Reserve Fund Warrant Register in the name of DTC or its nominee, and delivered to DTC for safekeeping (including safekeeping by the Trustee pursuant to the “FAST” system or other procedures of the Book Entry System).

(2) The term “Reserve Fund Warrant” means each separate security credited to a beneficial owner, or entitlement holder, pursuant to the Book Entry System, and the term “Holder” means the person identified pursuant to the Book Entry System as the beneficial owner of the related security.

(3) The terms and limitations of this First Supplemental Indenture with respect to each separate Reserve Fund Warrant shall be applicable to each separate security credited to a beneficial owner under the Book Entry System.

(4) All payments of Debt Service on the Reserve Fund Warrants shall be made by the Trustee through the Book Entry System, and payments by such method shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to such payments.

(5) Transfers and exchanges of Reserve Fund Warrants shall be reflected on the records of DTC in accordance with the Book Entry System.

(6) No service charge shall be made for any transfer or exchange of Reserve Fund Warrants, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Reserve Fund Warrants.

(7) Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Reserve Fund Warrants are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee of the amount of Defaulted Interest proposed to be paid on each Reserve Fund Warrant and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Estate. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given pursuant to the Book Entry System to each Holder as listed in the Reserve Fund Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been given as aforesaid payment of such Defaulted Interest shall be made through the Book Entry System.

(8) Subject to the foregoing provisions of this Section, each Reserve Fund Warrant delivered under this First Supplemental Indenture upon transfer of or in exchange for or in lieu of any other Reserve Fund Warrant shall carry all the rights to unpaid principal and interest accrued and unpaid, and to accrue, which were carried by such other Reserve Fund Warrant and each such Reserve Fund Warrant shall bear interest from such date so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(c) The Trustee shall discontinue the Book Entry System at the request of the Issuer. The Trustee may terminate the Book Entry System without direction from, or consent of, the Issuer if the Trustee determines in good faith that termination is in the best interest of the Holders. Notice of termination of the Book Entry System shall be given to Holders not less than 20 days before such termination is effective.

(d) If the Book Entry System is discontinued, (i) a physical certificate or physical certificates shall be executed, authenticated and delivered to each beneficial owner, or entitlement holder, under the Book Entry System in accordance with such holder's ownership of Reserve Fund Warrants, (ii) such certificates shall be registered in the Reserve Fund Warrant Register maintained by the Trustee, and (iii) the remaining provisions of this Article shall govern the registration, transfer, exchange and payment of Reserve Fund Warrants.

SECTION 3.2 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Reserve Fund Warrants

(a) If the Book Entry System is discontinued, the provisions of this Section shall control the registration, transfer, exchange and payment of Reserve Fund Warrants.

(b) Payment of Debt Service on the Reserve Fund Warrants shall be made as follows:

(1) Payment of principal of or interest on the Reserve Fund Warrants which is due on any Reserve Fund Warrant Payment Date shall be made by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Reserve Fund Warrant Register. Such payments of principal or interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date).

(2) Final payment of the principal of the Reserve Fund Warrants and payment of principal of and accrued interest on the Reserve Fund Warrants due upon redemption on any date other than a Reserve Fund Warrant Payment Date shall be made only upon surrender thereof at the Office of the Trustee.

(3) Upon the written request of any Holder, the Trustee shall make payments of Debt Service by wire transfer, provided that (i) such request contains adequate instructions for the method of payment, and (ii) payment of the principal of such Reserve Fund Warrants and payment of the accrued interest on such Reserve Fund Warrants due upon redemption on any date other than a Reserve Fund Warrant Payment Date shall be made only upon surrender of such Reserve Fund Warrants to the Trustee.

(c) Subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Reserve Fund Warrants and registration of transfers of Reserve Fund Warrants entitled to be registered or transferred as herein provided in the Reserve Fund Warrant Register.

(d) Upon surrender for transfer of any Reserve Fund Warrant at the Office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Reserve Fund Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount.

(e) At the option of the Holder, Reserve Fund Warrants may be exchanged for other Reserve Fund Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount, upon surrender of the Reserve Fund Warrants to be exchanged at the Office of the Trustee. Whenever any Reserve Fund Warrants are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the Reserve Fund Warrants which the Holder making the exchange is entitled to receive.

(f) Subject to *Section 7.9* of the Original Indenture, all Reserve Fund Warrants surrendered for payment or redemption (after the payment or redemption thereof) or for transfer or exchange, shall be promptly cancelled by the Trustee. The Trustee may destroy cancelled certificates. No Reserve Fund Warrant shall be authenticated in lieu of or in exchange for any Reserve Fund Warrant cancelled as provided in this Section, except as expressly provided by this First Supplemental Indenture.

(g) All Reserve Fund Warrants issued upon any transfer or exchange of Reserve Fund Warrants shall be the valid obligations of the Issuer and entitled to the same security and benefits under this First Supplemental Indenture as the Reserve Fund Warrants surrendered upon such transfer or exchange.

(h) Every Reserve Fund Warrant presented or surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer.

(i) No service charge shall be made for any transfer or exchange of Reserve Fund Warrants, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Reserve Fund Warrants.

(j) The Issuer shall not be required (i) to transfer or exchange any Reserve Fund Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Reserve Fund Warrants and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Reserve Fund Warrant so selected for redemption in whole or in part.

(k) Interest on any Reserve Fund Warrant which is payable, and is punctually paid or duly provided for, on any Reserve Fund Warrant Payment Date shall be paid to the person in whose name that Reserve Fund Warrant is registered at the close of business on the Regular Record Date for such Reserve Fund Warrant Payment Date.

(l) Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Reserve Fund Warrants are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee of the amount of Defaulted Interest proposed to be paid on each Reserve Fund Warrant and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Estate. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder at his address as it appears in the Reserve Fund Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Reserve Fund Warrants are registered on such Special Record Date.

(m) Subject to the foregoing provisions of this Section, each Reserve Fund Warrant delivered under this First Supplemental Indenture upon transfer of or in exchange for or in lieu of any other Reserve Fund Warrant shall carry all the rights to unpaid principal and interest accrued and unpaid, and to accrue, which were carried by such other Reserve Fund Warrant and each such Reserve Fund Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(n) In the event any Reserve Fund Warrant is mutilated, lost, stolen or destroyed, the Issuer may execute, and the Trustee shall thereupon authenticate and deliver, a replacement Reserve Fund Warrant of like Tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Reserve Fund Warrant, such Reserve Fund Warrant is first surrendered to the Trustee, and (b) in the case of any such lost, stolen or destroyed Reserve Fund Warrant, there is first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to each of them. The Issuer may charge the Holder with the expense of issuing any such replacement Reserve Fund Warrant.

SECTION 3.3 Persons Deemed Owners

The Holder of a Reserve Fund Warrant shall be treated as the owner of such Secured Obligation for purposes of this First Supplemental Indenture.

SECTION 3.4 Trustee as Paying Agent and Registrar

Debt Service on the Reserve Fund Warrants shall be payable on behalf of the Issuer by the Trustee, which is hereby designated as the paying agent of the Issuer for purposes of this First Supplemental Indenture. The Trustee is hereby appointed as agent of the Issuer solely for the purpose of registering Reserve Fund Warrants and transfers of Reserve Fund Warrants as provided in this First Supplemental Indenture.

SECTION 3.5 Payments Due on Non-Business Days

If any payment on the Reserve Fund Warrants is due on a day which is not a Business Day, such payment may be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

ARTICLE 4

The Reserve Fund Warrants

SECTION 4.1 Specific Title and Terms of the Senior Lien Reserve Fund Warrants

(a) **Title, Amount and Lien Status.** An additional series of Secured Obligations authorized to be issued hereunder shall be issued as Senior Lien Obligations and, when and if issued, shall be entitled “Senior Lien Reserve Fund Reimbursement Warrants”. The aggregate principal amount of Senior Lien Reserve Fund Warrants that may be issued and Outstanding hereunder shall not exceed, at any one time, \$60,000,288. The Senior Lien Reserve Fund Warrants shall be issued as Current Interest Obligations. No Credit Enhancement shall be applicable to the Senior Lien Reserve Fund Warrants.

(b) **Issuance of the Senior Lien Reserve Fund Warrants.** The Senior Lien Reserve Fund Warrants shall be issued from time to time in accordance with the provisions of this Section. No Senior Lien Reserve Fund Warrant may be issued before March 1, 2014. The Issuer hereby authorizes and directs the Trustee to issue Senior Lien Reserve Fund Warrants for the sole purpose of reimbursing JPMorgan Chase Bank for, and in consideration of, (i) draws on the Series 2013 Senior Lien Reserve Fund Letter of Credit, (ii) transfers of cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants, (iii) transfers of cash obtained by the Trustee pursuant to a draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit due to the failure of JPMorgan Chase Bank to deliver collateral from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants, or (iv) transfers of collateral pursuant to *Section 9.6* of the Original Indenture from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants. To issue and deliver a Senior Lien Reserve Fund Warrant, the Trustee shall complete a Senior Lien Certificate of Issuance in the form attached hereto as *Exhibit 4.1(b)* (each a “Senior Lien Certificate of Issuance”) and attach each such certificate to the physical certificate evidencing such Senior Lien Reserve Fund Warrant held by the Trustee pursuant to *Section 3.1(b)(1)* or, if the Book Entry System is no longer in effect, the physical certificate delivered in accordance with *Section 3.2*. Each Senior Lien Certificate of Issuance shall contain the following information:

- (1) the Senior Lien Reserve Fund Warrant Issue Date,
- (2) the principal amount of such Senior Lien Reserve Fund Warrant,
- (3) the maturity date of such Senior Lien Reserve Fund Warrant, which shall comply with the provisions of *Section 4.1(f)*,
- (4) the CUSIP number of such Senior Lien Reserve Fund Warrant, and
- (5) the original signature of the Trustee issuing and authenticating such Senior Lien Reserve Fund Warrant.

Notwithstanding any provision of the Indenture to the contrary, if JPMorgan Chase Bank fails to honor a draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit, the Trustee shall revoke the Senior Lien Certificate of Issuance relating to such unhonored draw, cancel the same on the records of the Book Entry System, and no payment obligation shall arise thereunder. Cancellation of any one Senior Lien Certificate of Issuance shall not affect the validity of other Outstanding Senior Lien Reserve Fund Warrants.

(c) **Delivery of Senior Lien Reserve Fund Warrants.** The Trustee shall deliver each Senior Lien Reserve Fund Warrant in accordance with the rules and operational arrangements of DTC, as specified by written instructions and certifications of JPMorgan Chase Bank in the form attached hereto as *Exhibit 4.1(c)* (the “Transfer Restriction Certificate”). Senior Lien Reserve Fund Warrants may only be delivered upon initial issuance in accordance with the Transfer Restriction Certificate and to no other Person. The Transfer Restriction Certificate

shall be delivered by JPMorgan Chase Bank to the Issuer and the Trustee upon execution of this First Supplemental Indenture and may be updated as needed by JPMorgan Chase Bank.

(d) **Authorized Denominations.** The Senior Lien Reserve Fund Warrants shall be in Authorized Denominations.

(e) **Form and Number.** The Senior Lien Reserve Fund Warrants shall be issuable as registered warrants without coupons. The Senior Lien Reserve Fund Warrants shall be numbered separately from 1 upward by notation on each Senior Lien Certificate of Issuance. In order to facilitate the Book Entry System, a single Reserve Fund Warrant certificate for all Senior Lien Reserve Fund Warrants shall be delivered to the Trustee. Senior Lien Reserve Fund Warrants of the same Tenor shall be evidenced by a Senior Lien Certificate of Issuance. The Senior Lien Reserve Fund Warrants shall be substantially as set forth in *Exhibit 4.1(e)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this First Supplemental Indenture.

(f) **Dated Date and Maturity Date.** Each Senior Lien Reserve Fund Warrant shall be dated the date of its issuance (the date of delivery of the related Senior Lien Certificate of Issuance). Senior Lien Reserve Fund Warrants shall mature on the date determined as follows:

(1) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is on or before January 1, 2022, such Senior Lien Reserve Fund Warrant shall mature on October 1, 2033;

(2) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is after January 1, 2022 and on or before April 1, 2042, such Senior Lien Reserve Fund Warrant shall mature on the January 1, April 1, July 1 or October 1 last occurring prior to the date which is twelve years from the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant; or

(3) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is after April 1, 2042, such Senior Lien Reserve Fund Warrant shall mature on March 1, 2054.

(g) **Interest Rate.** Each Senior Lien Reserve Fund Warrant shall bear interest at the following rates:

(1) for the period beginning on the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant and ending twenty-four months after such Senior Lien Reserve Fund Warrant Issue Date, 7.35% per annum; and

(2) beginning on and including the first day of the twenty-fifth month following the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant, 8.35% per annum;

provided that, if the Issuer and JPMorgan Chase Bank are unable to jointly obtain, at their reasonable shared cost, an Approving Tax Opinion or Favorable Ruling within six months of the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant, then the rate of interest applicable to such Senior Lien Reserve Fund Warrant shall increase to 11.31% per annum beginning on the first day of the seventh month following the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant. The Issuer shall provide the Trustee with a copy of any Approving Tax Opinion or Favorable Ruling upon receipt, and absent actual receipt of such Approving Tax Opinion or Favorable Ruling, the Trustee shall conclusively assume that such document has not been obtained.

(h) **Interest Payment Dates.** Interest on the Senior Lien Reserve Fund Warrants shall be payable in arrears on (i) January 1, April 1, July 1 and October 1 in each year, beginning on the first applicable date following issuance of a Senior Lien Reserve Fund Warrant, and (ii) the Maturity Date.

(i) **Principal Payment Dates.** Principal on the Senior Lien Reserve Fund Warrants shall be payable as follows:

(1) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is on or before January 1, 2022, the principal of such Senior Lien Reserve Fund Warrant shall be payable in forty equal quarterly installments commencing on January 1, 2024 and quarterly thereafter on each April 1, July 1, October 1 and January 1 until paid in full;

(2) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is after January 1, 2022, but on or before April 1, 2042, the principal of such Senior Lien Reserve Fund Warrant shall be payable in forty equal quarterly installments commencing on the first January 1, April 1, July 1 or October 1 occurring at least 24 months following the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant, and quarterly thereafter on each January 1, April 1, July 1 or October 1 until paid in full; or

(3) If the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is after April 1, 2042, the principal of such Senior Lien Reserve Fund Warrant shall be amortized on the basis of forty equal quarterly installments and shall be payable according to such amortization commencing on the first January 1, April 1, July 1 or October 1 occurring at least 24 months following the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant, and quarterly thereafter on each January 1, April 1, July 1 or October 1 until March 1, 2054; provided that all unpaid principal of any Senior Lien Reserve Fund Warrant shall be payable in full on March 1, 2054.

(j) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Trustee shall pay principal and interest to DTC, and such payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the principal or interest due on any Reserve Fund Warrant Payment Date for the Senior Lien Reserve Fund Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Reserve Fund Warrant Payment Date.

(k) **Computation of Interest Accrual.** The Senior Lien Reserve Fund Warrants shall bear interest from their Senior Lien Reserve Fund Warrant Issue Date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Article. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(l) **Interest on Overdue Payments.** Interest shall be payable on overdue principal of the Senior Lien Reserve Fund Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Senior Lien Reserve Fund Warrants at the Post-Default Rate.

(m) **Execution and Authentication.** Physical certificates evidencing the Senior Lien Reserve Fund Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Senior Lien Reserve Fund Warrants may be manual or, to the extent permitted by law, facsimile. Senior Lien Reserve Fund Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Senior Lien Reserve Fund Warrants. No Senior Lien Reserve Fund Warrant shall be secured by, or be entitled to any lien, right or benefit under, the Indenture or be valid or obligatory for any purpose, unless there is attached to such Senior Lien Reserve Fund Warrant a Senior Lien Certificate of Issuance in the form provided in *Exhibit 4.1(b)* which shall contain a certificate of authentication substantially in the form provided for therein, executed by the Trustee by manual signature, and such certificate attached to any Senior Lien Reserve Fund Warrant shall be conclusive evidence, and the only evidence, that such Senior Lien Reserve Fund Warrant has been duly issued, authenticated and delivered hereunder.

(n) **Currency for Payment.** Payment of Debt Service on the Senior Lien Reserve Fund Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 4.2 Specific Title and Terms of the Subordinate Lien Reserve Fund Warrants

(a) **Title, Amount and Lien Status.** An additional series of Secured Obligations authorized to be issued hereunder shall be issued as Subordinate Lien Obligations and, when and if issued, shall be entitled “Subordinate Lien Reserve Fund Reimbursement Warrants”. The aggregate principal amount of Subordinate Lien Reserve Fund Warrants that may be issued and Outstanding hereunder shall not exceed, at any one time, \$118,548,363. The Subordinate Lien Reserve Fund Warrants shall be issued as Current Interest Obligations. No Credit Enhancement shall be applicable to the Subordinate Lien Reserve Fund Warrants.

(b) **Issuance of the Subordinate Lien Reserve Fund Warrants.** The Subordinate Lien Reserve Fund Warrants shall be issued from time to time in accordance with the provisions of this Section. No Subordinate Lien Reserve Fund Warrant may be issued before March 1, 2014. The Issuer hereby authorizes and directs the Trustee to issue Subordinate Lien Reserve Fund Warrants for the sole purpose of reimbursing JPMorgan Chase Bank for, and in consideration of, (i) draws on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (ii) transfers of cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants, (iii) transfers of cash obtained by the Trustee pursuant to a draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit due to the failure of JPMorgan Chase Bank to deliver collateral from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants, or (iv) transfers of collateral pursuant to **Section 9.7** of the Original Indenture from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants. To issue and deliver a Subordinate Lien Reserve Fund Warrant, the Trustee shall complete a Subordinate Lien Certificate of Issuance in the form attached hereto as **Exhibit 4.2(b)** (each a “Subordinate Lien Certificate of Issuance”) and attach each such certificate to the physical certificate evidencing such Subordinate Lien Reserve Fund Warrant held by the Trustee pursuant to **Section 3.1(b)(1)** or, if the Book Entry System is no longer in effect, the physical certificate delivered in accordance with **Section 3.2**. Each Subordinate Lien Certificate of Issuance shall contain the following information:

- (1) Subordinate Lien Reserve Fund Warrant Issue Date,
- (2) the principal amount of such Subordinate Lien Reserve Fund Warrant,
- (3) the maturity date of such Subordinate Lien Reserve Fund Warrant, which shall comply with the provisions of **Section 4.2(f)**,
- (4) the CUSIP number of such Subordinate Lien Reserve Fund Warrant, and
- (5) the original signature of the Trustee issuing and authenticating such Subordinate Lien Reserve Fund Warrant.

Notwithstanding any provision of the Indenture to the contrary, if JPMorgan Chase Bank fails to honor a draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, the Trustee shall revoke the Subordinate Lien Certificate of Issuance relating to such unhonored draw, cancel the same on the records of the Book Entry System, and no payment obligation shall arise thereunder. Cancellation of any one Subordinate Lien Certificate of Issuance shall not affect the validity of other Outstanding Subordinate Lien Reserve Fund Warrants.

(c) **Delivery of Subordinate Lien Reserve Fund Warrants.** The Trustee shall deliver each Subordinate Lien Reserve Fund Warrant in accordance with the rules and operational arrangements of DTC, as specified by written instructions and certifications contained in the Transfer Restriction Certificate. Subordinate Lien Reserve Fund Warrants may only be delivered upon initial issuance in accordance with the Transfer Restriction Certificate and to no other Person. The Transfer Restriction Certificate shall be delivered by JPMorgan Chase Bank to the Issuer and the Trustee upon execution of this First Supplemental Indenture and may be updated as needed by JPMorgan Chase Bank.

(d) **Authorized Denominations.** The Subordinate Lien Reserve Fund Warrants shall be in Authorized Denominations.

(e) **Form and Number.** The Subordinate Lien Reserve Fund Warrants shall be issuable as registered warrants without coupons. The Subordinate Lien Reserve Fund Warrants shall be numbered separately from 1 upward by notation on each Subordinate Lien Certificate of Issuance. In order to facilitate the Book Entry System, a single Reserve Fund Warrant certificate for all Subordinate Lien Reserve Fund Warrants shall be delivered to the Trustee. Subordinate Lien Reserve Fund Warrants of the same Tenor shall be evidenced by a Subordinate Lien Certificate of Issuance. The Subordinate Lien Reserve Fund Warrants shall be substantially as set forth in *Exhibit 4.2(e)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this First Supplemental Indenture.

(f) **Dated Date and Maturity Date.** Each Subordinate Lien Reserve Fund Warrant shall be dated the date of its issuance (the date of delivery of the related Subordinate Lien Certificate of Issuance). Subordinate Lien Reserve Fund Warrants shall mature on the date determined as follows:

(1) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is on or before January 1, 2022, such Subordinate Lien Reserve Fund Warrant shall mature on October 1, 2033;

(2) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is after January 1, 2022 and on or before April 1, 2042, such Subordinate Lien Reserve Fund Warrant shall mature on the January 1, April 1, July 1 or October 1 last occurring prior to the date which is twelve years from the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant; or

(3) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is after April 1, 2042, such Subordinate Lien Reserve Fund Warrant shall mature on March 1, 2054.

(g) **Interest Rate.** Each Subordinate Lien Reserve Fund Warrant shall bear interest at the following rates:

(1) for the period beginning on the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant and ending twenty-four months after such Subordinate Lien Reserve Fund Warrant Issue Date, 7.35% per annum; and

(2) beginning on and including the first day of the twenty-fifth month following the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant, 8.35% per annum;

provided that, if the Issuer and JPMorgan Chase Bank are unable to jointly obtain, at their reasonable shared cost, an Approving Tax Opinion or Favorable Ruling within six months of the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant, then the rate of interest applicable to such Subordinate Lien Reserve Fund Warrant shall increase to 11.31% per annum beginning on the first day of the seventh month following the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant. The Issuer shall provide the Trustee with a copy of any Approving Tax Opinion or Favorable Ruling upon receipt, and absent actual receipt of such Approving Tax Opinion or Favorable Ruling, the Trustee shall conclusively assume that such document has not been obtained.

(h) **Interest Payment Dates.** Interest on the Subordinate Lien Reserve Fund Warrants shall be payable in arrears on (i) January 1, April 1, July 1 and October 1 in each year, beginning on the first applicable date following issuance of a Subordinate Lien Reserve Fund Warrant, and (ii) the Maturity Date.

(i) **Principal Payment Dates.** Principal on the Subordinate Lien Reserve Fund Warrants shall be payable as follows:

(1) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is on or before January 1, 2022, the principal of such Subordinate Lien Reserve Fund Warrant shall be payable in forty equal quarterly installments commencing on January 1, 2024 and quarterly thereafter on each April 1, July 1, October 1 and January 1 until paid in full;

(2) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is after January 1, 2022, but on or before April 1, 2042, the principal of such Subordinate Lien Reserve Fund Warrant shall be payable in forty equal quarterly installments commencing on the first January 1, April 1, July 1 or October 1 occurring at least 24 months following the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant, and quarterly thereafter on each January 1, April 1, July 1 or October 1 until paid in full; or

(3) If the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is after April 1, 2042, the principal of such Subordinate Lien Reserve Fund Warrant shall be amortized on the basis of forty equal quarterly installments and shall be payable according to such amortization commencing on the first January 1, April 1, July 1 or October 1 occurring at least 24 months following the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant, and quarterly thereafter on each January 1, April 1, July 1 or October 1 until March 1, 2054; provided that all unpaid principal of any Subordinate Lien Reserve Fund Warrant shall be payable in full on March 1, 2054.

(j) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Trustee shall pay principal and interest to DTC, and such payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the principal or interest due on any Reserve Fund Warrant Payment Date for the Subordinate Lien Reserve Fund Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Reserve Fund Warrant Payment Date.

(k) **Computation of Interest Accrual.** The Subordinate Lien Reserve Fund Warrants shall bear interest from their Subordinate Lien Reserve Fund Warrant Issue Date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Article. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(l) **Interest on Overdue Payments.** Interest shall be payable on overdue principal of the Subordinate Lien Reserve Fund Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Subordinate Lien Reserve Fund Warrants at the Post-Default Rate.

(m) **Execution and Authentication.** Physical certificates evidencing the Subordinate Lien Reserve Fund Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Subordinate Lien Reserve Fund Warrants may be manual or, to the extent permitted by law, facsimile. Subordinate Lien Reserve Fund Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Subordinate Lien Reserve Fund Warrants. No Subordinate Lien Reserve Fund Warrant shall be secured by, or be entitled to any lien, right or benefit under, the Indenture or be valid or obligatory for any purpose, unless there is attached to such Subordinate Lien Reserve Fund Warrant a Subordinate Lien Certificate of Issuance in the form provided in *Exhibit 4.2(b)* which shall contain a certificate of authentication substantially in the form provided for therein, executed by the Trustee by manual signature, and such certificate attached to any Subordinate Lien Reserve Fund Warrant shall be conclusive evidence, and the only evidence, that such Subordinate Lien Reserve Fund Warrant has been duly issued, authenticated and delivered hereunder.

(n) **Currency for Payment.** Payment of Debt Service on the Subordinate Lien Reserve Fund Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

ARTICLE 5

Repurchases and Tenders

SECTION 5.1 No Optional Tender Rights for Holders

The Holders of the Reserve Fund Warrants will not have the right or the obligation to tender Reserve Fund Warrants for purchase by the Issuer.

ARTICLE 6

Redemption of Reserve Fund Warrants

SECTION 6.1 Redemption Provisions

The Reserve Fund Warrants shall be subject to redemption at the option and direction of the Issuer in whole or in part on any Business Day at a redemption price equal to par (100% of the principal amount of such Reserve Fund Warrant redeemed) plus accrued interest thereon to the date of redemption.

SECTION 6.2 Election to Redeem

The election of the Issuer to exercise any right of optional redemption of the Reserve Fund Warrants shall be authorized by a certificate of an Authorized Issuer Representative at least three Business Days prior to the date when notice of the redemption must be given to Holders (unless a shorter notice is acceptable to the Trustee), which certificate shall be in the form provided in *Exhibit 6.2* and shall specify (i) the principal amount of Reserve Fund Warrants to be redeemed (if less than all Reserve Fund Warrants Outstanding are to be redeemed pursuant to such option), (ii) the issue date and Tenor of Reserve Fund Warrants to be redeemed, (iii) the redemption date, and (iv) any conditions to such redemption specified in accordance with the provisions of *Section 6.4(d)*. If the Issuer intends to utilize funds in the Series 2013 Senior Lien Reserve Fund to redeem Senior Lien Reserve Fund Warrants, the Issuer shall deliver to the Trustee a certificate described in *Section 9.6(g)* of the Original Indenture. If the Issuer intends to utilize funds in the Series 2013 Subordinate Lien Reserve Fund to redeem Subordinate Lien Reserve Fund Warrants, the Issuer shall deliver to the Trustee a certificate described in *Section 9.7(g)* of the Original Indenture.

SECTION 6.3 Selection by Trustee of Reserve Fund Warrants to be Redeemed

(a) Except as otherwise provided in the specific redemption provisions for the Reserve Fund Warrants, if less than all Reserve Fund Warrants Outstanding are to be redeemed, the principal amount of Reserve Fund Warrants of each Tenor to be redeemed may be specified by the Issuer by notice delivered to the Trustee pursuant to *Section 6.2*, or, in the absence of timely receipt by the Trustee of such notice, shall be determined in accordance with the Book Entry System or, if the Book Entry System is no longer in effect, by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount of Reserve Fund Warrants of each Tenor to be redeemed may not be larger than the principal amount of Reserve Fund Warrants of such Tenor then eligible for redemption and may not be smaller than the smallest Authorized Denomination.

(b) The Trustee shall promptly notify the Issuer of the Reserve Fund Warrants selected for redemption and, in the case of any Reserve Fund Warrant selected for partial redemption, the principal amount thereof to be redeemed.

(c) For all purposes of the Indenture, unless the context otherwise requires, all provisions relating to the redemption of Reserve Fund Warrants shall relate, in the case of any Reserve Fund Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Reserve Fund Warrant which has been or is to be redeemed.

SECTION 6.4 Notice of Redemption

(a) Notice of redemption shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be

forwarded by DTC to Holders through methods established by the rules and operational arrangements of DTC. If the Book Entry System is not in effect, notice of redemption shall be given to Holders by certified mail.

- (b) All notices of redemption shall state:
 - (1) the redemption date,
 - (2) the redemption price (which shall be par),
 - (3) the principal amount of Reserve Fund Warrants to be redeemed, and, if less than all Outstanding Reserve Fund Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Reserve Fund Warrants to be redeemed,
 - (4) that on the redemption date the redemption price of each of the Reserve Fund Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and
 - (5) any conditions to such redemption specified in accordance with the provisions of **Section 6.4(d)**.

(c) Notice of optional redemption shall be given by the Trustee on behalf of the Issuer unless the Issuer elects to give such notice itself. If the Issuer gives notice of optional redemption, it shall deliver a copy of such notice to the Trustee on the following Business Day.

(d) A notice of optional redemption may state that the redemption of Reserve Fund Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Reserve Fund Warrants (or portions thereof) identified in such notice, and any Reserve Fund Warrants surrendered on the specified redemption date shall be returned to the Holders of such Reserve Fund Warrants.

SECTION 6.5 Deposit of Redemption Price

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Reserve Fund Warrants which are to be redeemed on that date shall be deposited with the Trustee or transferred from the Series 2013 Senior Lien Reserve Fund with respect to Senior Lien Reserve Fund Warrants or Series 2013 Subordinate Lien Reserve Fund with respect to Subordinate Lien Reserve Fund Warrants, as permitted by the Original Indenture, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

SECTION 6.6 Reserve Fund Warrants Payable on Redemption Date

If notice of redemption is given and any conditions to such redemption specified pursuant to **Section 6.4(d)** are met, the Reserve Fund Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Reserve Fund Warrants shall cease to bear interest.

SECTION 6.7 Reserve Fund Warrants Redeemed in Part

(a) If the Book Entry System is in effect, partial redemption of any Reserve Fund Warrant shall be effected in accordance with the Book Entry System.

(b) If the Book Entry System has been terminated, any Reserve Fund Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Reserve Fund Warrant, without service charge, a new Reserve Fund Warrant or Reserve Fund Warrants of the same Tenor and of

any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Reserve Fund Warrant surrendered.

SECTION 6.8 Purchase of Reserve Fund Warrants in Lieu of Redemption

The Issuer shall have the option to purchase Reserve Fund Warrants in lieu of optional redemption either directly or through a nominee designated by the Issuer. If a Reserve Fund Warrant has been called for optional redemption, the Issuer may exercise its right of purchase by delivery to the Trustee on or prior to the Business Day preceding the optional redemption date of written notice from the Issuer specifying that the Reserve Fund Warrants shall not be redeemed, but instead shall be purchased pursuant to this Section. If the Issuer desires to effect its right of purchase through a nominee, the written notice shall specify the Issuer's nominee and that the nominee is acting on behalf of the Issuer. Upon delivery of such notice from the Issuer, the Reserve Fund Warrants shall not be redeemed, but shall instead be subject to mandatory tender on the date that would have been the optional redemption date at a purchase price equal to the redemption price that would have been payable with respect to such Reserve Fund Warrants. The Issuer's option to purchase pursuant to this Section shall be effective whether or not the notice of optional redemption sent to Reserve Fund Warrantholders indicates that the Issuer has exercised, or intends to exercise, such option. No further or additional notice to Reserve Fund Warrantholders shall be required in connection with the purchase in lieu of redemption. The Reserve Fund Warrants purchased pursuant to this Section shall be delivered to the Trustee for cancellation.

ARTICLE 7

Additional Indenture Funds

SECTION 7.1 Senior Lien Reserve Fund Warrant Debt Service Fund

(a) There is hereby established a special trust fund which shall be designated the "Senior Lien Reserve Fund Warrant Debt Service Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Senior Lien Reserve Fund Warrant Debt Service Fund. The Senior Lien Reserve Fund Warrant Debt Service Fund shall be part of the Senior Lien Reserve Fund Warrant Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Senior Lien Reserve Fund Warrants. The Senior Lien Reserve Fund Warrant Debt Service Fund shall constitute a Senior Lien Debt Service Fund under the Indenture.

(b) Deposits shall be made to the Senior Lien Reserve Fund Warrant Debt Service Fund as follows:

(1) On or before the twenty-fifth day of each month, the Trustee shall deposit in the Senior Lien Reserve Fund Warrant Debt Service Fund an amount equal to 1/3 of the interest payable on the Senior Lien Reserve Fund Warrants on the next Interest Payment Date; provided, however, that if the period from the date of issuance of any Senior Lien Reserve Fund Warrant until the first Interest Payment Date is more or less than three months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of interest on the first Interest Payment Date.

(2) On or before the twenty-fifth day of each month, if principal of Senior Lien Reserve Fund Warrants is payable within the next three months, the Trustee shall deposit in the Senior Lien Reserve Fund Warrant Debt Service Fund an amount equal to 1/3 of such principal amount; provided, however, that if the period from the date of issuance of any Senior Lien Reserve Fund Warrant until such principal is payable is less than three months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of principal on such first principal payment date.

The Trustee may claim a credit against such deposits for the amount of investment earnings realized in, or transferred to, the Senior Lien Reserve Fund Warrant Debt Service Fund that have not been credited against prior deposits.

(c) On each Reserve Fund Warrant Payment Date, money in the Senior Lien Reserve Fund Warrant Debt Service Fund shall be applied by the Trustee to pay Debt Service due on the Senior Lien Reserve Fund Warrants.

(d) If money on deposit in the Senior Lien Reserve Fund Warrant Debt Service Fund on any Reserve Fund Warrant Payment Date is sufficient to pay Debt Service on the Senior Lien Reserve Fund Warrants due and payable on such date, but the Holder of any Senior Lien Reserve Fund Warrant that matures on such date or that is subject to redemption on such date fails to surrender such Senior Lien Reserve Fund Warrant to the Trustee for payment of Debt Service due and payable on such date, the Trustee shall segregate and hold in trust for the benefit of the person entitled thereto money sufficient to pay the Debt Service due and payable on such Senior Lien Reserve Fund Warrant on such date. Money so segregated and held in trust shall not be a part of the Senior Lien Reserve Fund Warrant Trust Estate and shall not be invested, but shall constitute a separate trust fund for the benefit of the persons entitled to such Debt Service.

SECTION 7.2 Subordinate Lien Reserve Fund Warrant Debt Service Fund

(a) There is hereby established a special trust fund which shall be designated the "Subordinate Lien Reserve Fund Warrant Debt Service Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Subordinate Lien Reserve Fund Warrant Debt Service Fund. The Subordinate Lien Reserve Fund Warrant Debt Service Fund shall be part of the Subordinate Lien Reserve Fund Warrant Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Subordinate Lien Reserve Fund Warrants. The Subordinate Lien Reserve Fund Warrant Debt Service Fund shall constitute a Subordinate Lien Debt Service Fund under the Indenture.

(b) Deposits shall be made to the Subordinate Lien Reserve Fund Warrant Debt Service Fund as follows:

(1) On or before the twenty-fifth day of each month, the Trustee shall deposit in the Subordinate Lien Reserve Fund Warrant Debt Service Fund an amount equal to 1/3 of the interest payable on the Subordinate Lien Reserve Fund Warrants on the next Interest Payment Date; provided, however, that if the period from the date of issuance of any Subordinate Lien Reserve Fund Warrant until the first Interest Payment Date is more or less than three months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of interest on the first Interest Payment Date.

(2) On or before the twenty-fifth day of each month, if principal of Subordinate Lien Reserve Fund Warrants is payable within the next three months, the Trustee shall deposit in the Subordinate Lien Reserve Fund Warrant Debt Service Fund an amount equal to 1/3 of such principal amount; provided, however, that if the period from the date of issuance of any Subordinate Lien Reserve Fund Warrant until such principal is payable is less than three months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of principal on such first principal payment date.

The Trustee may claim a credit against such deposits for the amount of investment earnings realized in, or transferred to, the Subordinate Lien Reserve Fund Warrant Debt Service Fund that have not been credited against prior deposits.

(c) On each Reserve Fund Warrant Payment Date, money in the Subordinate Lien Reserve Fund Warrant Debt Service Fund shall be applied by the Trustee to pay Debt Service due on the Subordinate Lien Reserve Fund Warrants.

(d) If money on deposit in the Subordinate Lien Reserve Fund Warrant Debt Service Fund on any Reserve Fund Warrant Payment Date is sufficient to pay Debt Service on the Subordinate Lien Reserve Fund Warrants due and payable on such date, but the Holder of any Subordinate Lien Reserve Fund Warrant that matures on such date or that is subject to redemption on such date fails to surrender such Subordinate Lien Reserve Fund Warrant to the Trustee for payment of Debt Service due and payable on such date, the Trustee shall segregate and hold in trust for the benefit of the person entitled thereto money sufficient to pay the Debt Service due and payable on such Subordinate Lien Reserve Fund Warrant on such date. Money so segregated and held in trust shall not be a part of the Subordinate Lien Reserve Fund Warrant Trust Estate and shall not be invested, but shall constitute a separate trust fund for the benefit of the persons entitled to such Debt Service.

ARTICLE 8

Amendments of First Supplemental Indenture

SECTION 8.1 Rights of JPMorgan Chase Bank

In addition to any requirements of *Article 13* of the Original Indenture relating to whether the Issuer and the Trustee are required to obtain Holder consent of any amendment, the Issuer shall not amend or otherwise modify any of *Articles 1, 2, 3* or *9, Sections 8.2(a)(2), 10.9* or *12.8* of the Original Indenture or any provision of this First Supplemental Indenture in a way that could reasonably be expected to materially adversely affect the rights, duties or obligations of JPMorgan Chase Bank under or with respect to the Reserve Fund Warrants, the Series 2013 Senior Lien Reserve Fund Letter of Credit, the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, the Series 2013 Senior Collateral Agreement or the Series 2013 Subordinate Collateral Agreement without the prior written consent of JPMorgan Chase Bank. For the avoidance of doubt, issuance of additional Secured Obligations in compliance with the provisions of *Article 8* of the Original Indenture (and the addition of any definitions to *Article 1* of the Original Indenture necessitated thereby) shall not be deemed to materially adversely affect the rights, duties or obligations of JPMorgan Chase Bank within the meaning of this Section.

ARTICLE 9

Provisions of General Application

SECTION 9.1 Governing Law

The Indenture, as previously supplemented and amended and as supplemented and amended hereby, shall be governed by the laws of the State of Alabama.

SECTION 9.2 CUSIP Numbers

The Issuer shall provide CUSIP numbers in sufficient quantity at its cost to provide for the issuance of Reserve Fund Warrants under the terms of this First Supplemental Indenture. The Trustee shall utilize CUSIP numbers for Reserve Fund Warrants in the order provided by the Issuer.

SECTION 9.3 Severability

If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.4 Construction of First Supplemental Indenture

No provisions of this First Supplemental Indenture shall be construed to limit or restrict, either expressly or impliedly, the obligations of the Issuer contained in the Indenture or the powers of the trustee thereunder, nor shall the provisions of this First Supplemental Indenture be construed in any manner inconsistent with the provisions of the Indenture or in any manner that would adversely affect the interest of the Holders of any Outstanding Secured Obligations.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this instrument to be duly executed by their duly authorized officers.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____

Title: _____

This instrument was prepared by:

J. Foster Clark
J. Hobson Presley, Jr.
J. Thomas Longino
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203-4642
(205) 251-8100

STATE OF ALABAMA

JEFFERSON COUNTY

I, _____, a Notary Public in and for said County in said State, do hereby certify that _____, whose name as President, Jefferson County Commission, of JEFFERSON COUNTY, ALABAMA, a political subdivision 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand this the _____ day of December, 2013.

Notary Public

NOTARIAL SEAL

My commission expires: _____

STATE OF _____

_____ COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as trustee, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this the _____ day of December, 2013.

Notary Public

NOTARIAL SEAL

My commission expires: _____

EXHIBIT 4.1(b)

Senior Lien Reserve Fund Warrant Certificate of Issuance

As authorized and directed by the Issuer in *Section 4.1(b)* of the First Supplemental Trust Indenture between Jefferson County, Alabama (the "Issuer") and Wells Fargo Bank, National Association, as trustee (the "Trustee"), the Trustee hereby issues and delivers Senior Lien Reserve Fund Warrants of the following Tenor:

Number:

Senior Lien Reserve Fund Warrant Issue Date:

Maturity Date:

Principal Amount:

CUSIP:

The Trustee certifies to the Issuer that (A) this Certificate of Issuance is delivered in compliance with *Section 4.1(b)* of the First Supplemental Trust Indenture, and (B) if JPMorgan Chase Bank fails to honor the draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit, this Senior Lien Reserve Fund Warrant Certificate of Issuance shall be revoked, canceled on the records of the Book Entry System, and no payment obligation shall arise hereunder.

Therefore, this Senior Lien Reserve Fund Warrant Certificate of Issuance is hereby authenticated, as follows:

Certificate of Authentication

This is one of the Senior Lien Reserve Fund Warrants referred to in the First Supplemental Indenture. The Senior Lien Reserve Fund Warrants have been issued as Senior Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

EXHIBIT 4.1(c)

Transfer Restriction Certificate of JPMorgan Chase Bank

To: Wells Fargo Bank, National Association, as trustee under the Indenture hereinafter referred to (the "Trustee"), and
Jefferson County, Alabama (the "Issuer")

TRANSFER RESTRICTION CERTIFICATE

JPMorgan Chase Bank, National Association ("JPMorgan Chase Bank"), a national banking association and provider of the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, as such terms are defined in that certain Trust Indenture dated December 1, 2013 between the Issuer and the Trustee (the "Original Indenture"), as supplemented by a First Supplemental Trust Indenture dated December 1, 2013 between the Issuer and the Trustee (the "First Supplemental Indenture" and, together with the Original Indenture, the "Indenture") hereby certifies as follows:

1. This Transfer Restriction Certificate is being provided to the Trustee and the Issuer under the requirements of *Sections 4.1(c)* and *4.2(c)* of the First Supplemental Indenture.

2. JPMorgan Chase Bank has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of owning the Reserve Fund Warrants.

3. Any Reserve Fund Warrant delivered to JPMorgan Chase Bank pursuant to the First Supplemental Indenture will be held for its own account and not with a present view toward resale or distribution; provided, however, that JPMorgan Chase Bank reserves the right to sell, transfer or redistribute the Reserve Fund Warrants, and agrees that any such sale, transfer or distribution by JPMorgan Chase Bank shall be to an entity that certifies in writing that (i) it is (a) an "accredited investor" within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "1933 Act"); or (b) a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act; or (c) a "national bank" organized under the laws of the United States of America, and, in each case, (ii) it is able to bear the economic risks of acquiring the Reserve Fund Warrants.

4. JPMorgan Chase Bank is a "national bank" organized under the laws of the United States of America and is able to bear the economic risks of owning the Reserve Fund Warrants.

5. JPMorgan Chase Bank understands that no official statement, prospectus, offering circular, or other comprehensive offering statement has been provided with respect to the Reserve Fund Warrants. JPMorgan Chase Bank has made its own inquiry and analysis with respect to the Issuer, the Reserve Fund Warrants and the security provided for repayment of the Reserve Fund Warrants under the provisions of the Indenture.

6. JPMorgan Chase Bank understands that the Reserve Fund Warrants (a) are not registered under the 1933 Act and may not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) are not listed on any stock or other securities exchange, and (c) have not been rated by any credit rating agency.

7. The Trustee is authorized and directed to deliver Reserve Fund Warrants, if any are issued, in accordance with the following instructions:

[DTC delivery instructions/physical delivery instructions].

This certificate shall be valid for so long as it is on file at the Office of the Trustee.

Dated: _____, 2013.

JPMORGAN CHASE BANK, NATIONAL

ASSOCIATION

By _____
Authorized Signatory

EXHIBIT 4.1(e)

Form of Senior Lien Reserve Fund Warrants

ANY SALE, TRANSFER OR DISTRIBUTION OF THIS WARRANT SHALL BE TO AN ENTITY THAT CERTIFIES IN WRITING THAT (I) IT IS (A) AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(A) PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"); OR (B) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A PROMULGATED UNDER THE 1933 ACT; OR (C) A "NATIONAL BANK" ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND, IN EACH CASE, (II) IT IS ABLE TO BEAR THE ECONOMIC RISKS OF ACQUIRING THIS WARRANT.

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Senior Lien Reserve Fund Reimbursement Warrant

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) a maximum principal amount Outstanding at any one time of up to

_____ **DOLLARS**

in accordance with each Certificate of Issuance attached hereto and to pay interest hereon from the applicable Senior Lien Reserve Fund Warrant Issue Date, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified herein; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Original Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture), as supplemented by a First Supplemental Trust Indenture dated December 1, 2013 (the "First Supplemental Indenture" and, together with the Original Indenture, the "Indenture"). This warrant is part of a series of warrants issued by the Issuer under the Indenture in a maximum principal amount Outstanding at any one time of up to \$60,000,288 and designated "Senior Lien Reserve Fund Reimbursement Warrants" (the "Senior Lien Reserve Fund Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Senior Lien Reserve Fund Warrant Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness

or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Senior Lien Reserve Fund Warrants are being issued as Senior Lien Obligations. The Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Senior Lien Reserve Fund Warrants, upon compliance with certain provisions of the Indenture. Subordinate Lien Reserve Fund Warrants may also be issued simultaneously with the issuance of the Senior Lien Reserve Fund Warrants, if any are issued, and the Indenture permits the issuance of additional Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Senior Lien Reserve Fund Warrants is further secured by the Senior Lien Reserve Fund Warrant Trust Estate, which includes the Senior Lien Reserve Fund Warrant Debt Service Fund described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Senior Lien Reserve Fund Warrants.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Senior Lien Reserve Fund Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Senior Lien Reserve Fund Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Senior Lien Reserve Fund Warrants.

Applicable Interest Rate

This warrant shall bear interest at the following rates:

[insert specific interest rate provisions from Section 4.1(g)]

Computation of Interest Accrual

Interest on Senior Lien Reserve Fund Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates

Interest on this warrant shall be payable in arrears on (i) January 1, April 1, July 1 and October 1 in each year, beginning on the first applicable date following issuance of this warrant, and (ii) the Maturity Date.

Principal Payment Dates

Principal on this warrant shall be payable on the following dates:

[insert from Section 4.1(i) of the First Supplemental Indenture]

Regular Record Date for Debt Service Payments

If the Book Entry System is in effect, the Trustee shall pay principal and interest on this warrant to DTC, and such principal and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the principal and interest due on any Reserve Fund Warrant Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Reserve Fund Warrant Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the First Supplemental Indenture.

Authorized Denominations

Senior Lien Reserve Fund Warrants may be in denominations of \$100,000 or any amount in excess thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Senior Lien Reserve Fund Warrants shall be subject to redemption at the option and direction of the Issuer in whole or in part on any Business Day at a redemption price equal to par (100% of the principal amount of such Senior Lien Reserve Fund Warrant redeemed) plus accrued interest thereon to the date of redemption.

If less than all Senior Lien Reserve Fund Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Senior Lien Reserve Fund Warrants to be redeemed.

Notice of redemption of any Senior Lien Reserve Fund Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Senior Lien Reserve Fund Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Senior Lien Reserve Fund Warrants (or portions thereof) identified in such notice, and any Senior Lien Reserve Fund Warrants surrendered on the specified redemption date shall be returned to the Holders of such Senior Lien Reserve Fund Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Senior Lien Reserve Fund Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Senior Lien Reserve Fund Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Senior Lien Reserve Fund Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Senior Lien Reserve Fund Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System is not in effect, any Senior Lien Reserve Fund Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Senior Lien Reserve Fund Warrant, without service charge, a new Senior Lien Reserve Fund Warrant or Senior Lien Reserve Fund Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Senior Lien Reserve Fund Warrant surrendered.

The Indenture permits the Issuer to purchase Senior Lien Reserve Fund Warrants that have been called for optional redemption in lieu of retiring such Senior Lien Reserve Fund Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Senior Lien Reserve Fund Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Senior Lien Reserve Fund Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Senior Lien Reserve Fund Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Senior Lien Reserve Fund Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Senior Lien Reserve Fund Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

NOTWITHSTANDING ANY PROVISION OF THIS WARRANT TO THE CONTRARY, UNLESS ONE OR MORE SENIOR LIEN CERTIFICATES OF ISSUANCE HAS BEEN EXECUTED BY THE TRUSTEE BY MANUAL SIGNATURE AND ATTACHED HERETO, THIS WARRANT SHALL NOT BE ENTITLED TO ANY BENEFIT UNDER THE INDENTURE OR BE VALID OR OBLIGATORY FOR ANY PURPOSE.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

* * *

Senior Lien Reserve Fund Warrant Certificates of Issuance appear on the following pages.

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 4.2(b)

Subordinate Lien Reserve Fund Warrant Certificate of Issuance

As authorized and directed by the Issuer in *Section 4.2(b)* of the First Supplemental Trust Indenture between Jefferson County, Alabama (the "Issuer") and Wells Fargo Bank, National Association, as trustee (the "Trustee"), the Trustee hereby issues and delivers Subordinate Lien Reserve Fund Warrants of the following Tenor:

Number:

Subordinate Lien Reserve Fund Warrant Issue Date:

Maturity Date:

Principal Amount:

CUSIP:

The Trustee certifies to the Issuer that (A) this Certificate of Issuance is delivered in compliance with *Section 4.2(b)* of the First Supplemental Trust Indenture, and (B) if JPMorgan Chase Bank fails to honor the draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, this Subordinate Lien Reserve Fund Warrant Certificate of Issuance shall be revoked, canceled on records of the Book Entry System, and no payment obligation shall arise hereunder.

Therefore, this Subordinate Lien Reserve Fund Warrant Certificate of Issuance is hereby authenticated, as follows:

Certificate of Authentication

This is one of the Subordinate Lien Reserve Fund Warrants referred to in the First Supplemental Indenture. The Subordinate Lien Reserve Fund Warrants have been issued as Subordinate Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

EXHIBIT 4.2(e)

Form of Subordinate Lien Reserve Fund Warrants

ANY SALE, TRANSFER OR DISTRIBUTION OF THIS WARRANT SHALL BE TO AN ENTITY THAT CERTIFIES IN WRITING THAT (I) IT IS (A) AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(A) PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"); OR (B) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A PROMULGATED UNDER THE 1933 ACT; OR (C) A "NATIONAL BANK" ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND, IN EACH CASE, (II) IT IS ABLE TO BEAR THE ECONOMIC RISKS OF ACQUIRING THIS WARRANT.

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Subordinate Lien Reserve Fund Reimbursement Warrant

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) a maximum principal amount Outstanding at any one time of up to

_____ **DOLLARS**

in accordance with each Certificate of Issuance attached hereto and to pay interest hereon from the applicable Subordinate Lien Reserve Fund Warrant Issue Date, or the most recent date to which interest has been paid or duly provided for at the applicable interest rate specified herein; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Original Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture), as supplemented by a First Supplemental Trust Indenture dated December 1, 2013 (the "First Supplemental Indenture" and, together with the Original Indenture, the "Indenture"). This warrant is part of a series of warrants issued by the Issuer under the Indenture in a maximum principal amount Outstanding at any one time of up to \$118,548,363 and designated "Subordinate Lien Reserve Fund Reimbursement Warrants" (the "Subordinate Lien Reserve Fund Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Subordinate Lien Reserve Fund Warrant Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Subordinate Lien Reserve Fund Warrants are being issued as Subordinate Lien Obligations. The Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Subordinate Lien Reserve Fund Warrants, upon compliance with certain provisions of the Indenture. Senior Lien Reserve Fund Warrants may also be issued simultaneously with the issuance of the Subordinate Lien Reserve Fund Warrants, if any are issued, and the Indenture permits the issuance of additional Senior Lien Obligations without the consent of Holders of Subordinate Lien Reserve Fund Warrants, upon compliance with certain provisions of the Indenture.

Payment of the Subordinate Lien Reserve Fund Warrants is further secured by the Subordinate Lien Reserve Fund Warrant Trust Estate, which includes the Subordinate Lien Reserve Fund Warrant Debt Service Fund described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Subordinate Lien Reserve Fund Warrants.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Subordinate Lien Reserve Fund Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Subordinate Lien Reserve Fund Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Subordinate Lien Reserve Fund Warrants.

Applicable Interest Rate

This warrant shall bear interest at the following rates:

[insert specific interest rate provisions from Section 4.2(g)]

Computation of Interest Accrual

Interest on Subordinate Lien Reserve Fund Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates

Interest on this warrant shall be payable in arrears on (i) January 1, April 1, July 1 and October 1 in each year, beginning on the first applicable date following issuance of this warrant, and (ii) the Maturity Date.

Principal Payment Dates

Principal on this warrant shall be payable on the following dates:

[insert from Section 4.2(i) of the First Supplemental Indenture]

Regular Record Date for Debt Service Payments

If the Book Entry System is in effect, the Trustee shall pay principal and interest on this warrant to DTC, and such principal and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the First Supplemental Indenture.

Authorized Denominations

Subordinate Lien Reserve Fund Warrants may be in denominations of \$100,000 or any amount in excess thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Subordinate Lien Reserve Fund Warrants shall be subject to redemption at the option and direction of the Issuer in whole or in part on any Business Day at a redemption price equal to par (100% of the principal amount of such Subordinate Lien Reserve Fund Warrant redeemed) plus accrued interest thereon to the date of redemption.

If less than all Subordinate Lien Reserve Fund Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Subordinate Lien Reserve Fund Warrants to be redeemed.

Notice of redemption of any Subordinate Lien Reserve Fund Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Subordinate Lien Reserve Fund Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Subordinate Lien Reserve Fund Warrants (or portions thereof) identified in such notice, and any Subordinate Lien Reserve Fund

Warrants surrendered on the specified redemption date shall be returned to the Holders of such Subordinate Lien Reserve Fund Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Subordinate Lien Reserve Fund Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Subordinate Lien Reserve Fund Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Subordinate Lien Reserve Fund Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Subordinate Lien Reserve Fund Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System is not in effect, any Subordinate Lien Reserve Fund Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Subordinate Lien Reserve Fund Warrant, without service charge, a new Subordinate Lien Reserve Fund Warrant or Subordinate Lien Reserve Fund Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Subordinate Lien Reserve Fund Warrant surrendered.

The Indenture permits the Issuer to purchase Subordinate Lien Reserve Fund Warrants that have been called for optional redemption in lieu of retiring such Subordinate Lien Reserve Fund Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Subordinate Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Subordinate Lien Reserve Fund Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Subordinate Lien Reserve Fund Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Subordinate Lien Reserve Fund Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be

incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Subordinate Lien Reserve Fund Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Subordinate Lien Reserve Fund Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

NOTWITHSTANDING ANY PROVISION OF THIS WARRANT TO THE CONTRARY, UNLESS ONE OR MORE SUBORDINATE LIEN CERTIFICATES OF ISSUANCE HAS BEEN EXECUTED BY THE TRUSTEE BY MANUAL SIGNATURE AND ATTACHED HERETO, THIS WARRANT SHALL NOT BE ENTITLED TO ANY BENEFIT UNDER THE INDENTURE OR BE VALID OR OBLIGATORY FOR ANY PURPOSE.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

* * *

Subordinate Lien Reserve Fund Warrant Certificates of Issuance appear on the following pages.

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 6.2

Election to Redeem

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee
under the Indenture referred to below No. _____

**RE: First Supplemental Trust Indenture dated December 1, 2013 (the "Indenture") between
Jefferson County, Alabama and the Trustee**

Capitalized terms not otherwise defined herein shall have the meanings assigned in the First Supplemental Indenture.

Request for Optional Redemption of Reserve Fund Warrants

Pursuant to *Section 6.2* of the First Supplemental Indenture, the Issuer hereby requests the Trustee call Reserve Fund Warrants in accordance with the following instructions:

- A. Series of Reserve Fund Warrants to be redeemed: _____
(select Senior or Subordinate)
- B. Principal amount of Reserve Fund Warrants to be redeemed: _____
- C. Issue date and Tenor of Reserve Fund Warrants to be redeemed: _____
- D. Redemption Date applicable to this certificate: _____
- E. Specify in reasonable detail any conditions to redemption:

F. Source of funds to be used for redemption: _____

If funds on deposit in either the Series 2013 Senior Lien Reserve Fund or the Series 2013 Subordinate Lien Reserve Fund are intended to be used, the certificate required by *Section 9.6* or *9.7* of the Original Indenture, as applicable, shall accompany this notice.

The Issuer agrees to promptly provide such other information to the Trustee as may be required to carry out the optional redemption of Reserve Fund Warrants specified herein.

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in *Section 6.2* of the First Supplemental Indenture, (d) no Indenture Default exists, and (c) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____
Authorized Issuer Representative

Exhibit 3

Redline of Trust Indenture Against the November 14, 2013 Version

TRUST INDENTURE

Dated December 1, 2013

Between

JEFFERSON COUNTY, ALABAMA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Relating to the authorization and issuance of

~~[\$375,000,000]~~\$395,005,000.00 Senior Lien Sewer Revenue
Current Interest Warrants, Series 2013-A

~~[\$55,693,095.85]~~\$54,999,963.60 Senior Lien Sewer Revenue
Capital Appreciation Warrants, Series 2013-B

~~[\$69,308,272.15]~~\$149,997,926.25 Senior Lien Sewer Revenue
Convertible Capital Appreciation Warrants, Series 2013-C

~~[\$750,155,000]~~\$810,915,000.00 Subordinate Lien Sewer Revenue
Current Interest Warrants, Series 2013-D

~~[\$71,935,073.95]~~\$50,271,496.05 Subordinate Lien Sewer Revenue
Capital Appreciation Warrants, Series 2013-E

and

~~[\$416,317,273]~~\$324,297,135.75 Subordinate Lien Sewer Revenue
Convertible Capital Appreciation Warrants, Series 2013-F

by

Jefferson County, Alabama

TABLE OF CONTENTS

	PAGE
Parties.....	1
Recitals.....	1
ARTICLE 1 Definitions and Other Provisions of General Application.....	3
SECTION 1.1 Definitions.....	3
SECTION 1.2 General Rules of Construction.....	14
SECTION 1.3 Effect of Action by Holders of Secured Obligations.....	15
SECTION 1.4 Effect of Headings and Table of Contents.....	15
SECTION 1.5 Date of Indenture.....	15
SECTION 1.6 Separability Clause.....	15
SECTION 1.7 Governing Law.....	15
SECTION 1.8 Counterparts.....	16
SECTION 1.9 Designation of Time for Performance.....	16
ARTICLE 2 Source of Payment.....	16
SECTION 2.1 Limited Source of Payment of Secured Obligations.....	16
SECTION 2.2 Officials, Officers and Employees of the Issuer Exempt from Individual Liability.....	16
ARTICLE 3 Security for Payment.....	16
SECTION 3.1 Pledge and Assignment.....	16
ARTICLE 4 Registration, Transfer, Exchange and Payment of the Warrants.....	18
SECTION 4.1 The Book Entry System for the Warrants.....	18
SECTION 4.2 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants 19	19
SECTION 4.3 Persons Deemed Owners.....	21
SECTION 4.4 Trustee as Paying Agent and Registrar.....	21
SECTION 4.5 Payments Due on Non-Business Days.....	21
ARTICLE 5 Specific Terms for Warrants and Disposition of Proceeds.....	21
SECTION 5.1 Specific Title and Terms of Series 2013-A Warrants.....	21
SECTION 5.2 Specific Title and Terms of Series 2013-B Warrants.....	22
SECTION 5.3 Specific Title and Terms of Series 2013-C Warrants.....	24
SECTION 5.4 Specific Title and Terms of Series 2013-D Warrants.....	26
SECTION 5.5 Specific Title and Terms of Series 2013-E Warrants.....	27
SECTION 5.6 Specific Title and Terms of Series 2013-F Warrants.....	28
SECTION 5.7 Proceeds From Sale of Warrants.....	30
ARTICLE 6 Repurchases and Tenders.....	31
SECTION 6.1 No Optional Tender Rights for Holders.....	31
SECTION 6.2 Purchase or Tender for Cancellation.....	31
ARTICLE 7 Redemption of Warrants.....	31
SECTION 7.1 Redemption Provisions.....	31
SECTION 7.2 Mandatory Redemption.....	3437
SECTION 7.3 Election to Redeem.....	3437
SECTION 7.4 Selection by Trustee of Warrants to be Redeemed.....	3437
SECTION 7.5 Notice of Redemption.....	3437
SECTION 7.6 Deposit of Redemption Price.....	3538
SECTION 7.7 Warrants Payable on Redemption Date.....	3538
SECTION 7.8 Warrants Redeemed in Part.....	3538

SECTION 7.9	Purchase of Callable Warrants in Lieu of Redemption.....	3538
ARTICLE 8	Additional Secured Obligations.....	3639
SECTION 8.1	Authorization of Additional Secured Obligations.....	3639
SECTION 8.2	Conditions to Issuance of Additional Secured Obligations.....	3639
SECTION 8.3	Effect of Issuance of Additional Secured Obligations.....	3942
ARTICLE 9	Indenture Funds.....	3942
SECTION 9.1	Revenue Fund.....	3942
SECTION 9.2	Application of System Revenues.....	3942
SECTION 9.3	Series 2013 Senior Lien Debt Service Fund.....	4144
SECTION 9.4	Series 2013 Subordinate Lien Debt Service Fund.....	4245
SECTION 9.5	Operating Account.....	4346
SECTION 9.6	Series 2013 Senior Lien Reserve Fund.....	4346
SECTION 9.7	Series 2013 Subordinate Lien Reserve Fund.....	4549
SECTION 9.8	Capital Improvement Fund.....	4751
SECTION 9.9	Costs of Issuance Fund.....	4852
SECTION 9.10	Clearing Accounts and Fund Subaccounts.....	4852
SECTION 9.11	Investment of Indenture Funds.....	4853
SECTION 9.12	Application of Funds After Indenture Indebtedness Defeased.....	4953
ARTICLE 10	Representations and Covenants.....	4953
SECTION 10.1	General Representations.....	4953
SECTION 10.2	Encumbrances on Trust Estate.....	5054
SECTION 10.3	Payment of Secured Obligations.....	5054
SECTION 10.4	Inspection of Records.....	5054
SECTION 10.5	Advances by Trustee.....	5054
SECTION 10.6	Transfer of System.....	5054
SECTION 10.7	Compliance with the Tax Certificate and Agreement.....	5055
SECTION 10.8	Covenants Regarding Ownership and Operation of the System.....	5155
SECTION 10.9	Maintenance of Rates.....	5358
SECTION 10.10	Covenants Regarding Variable Rate Secured Obligations	59
ARTICLE 11	Defaults and Remedies.....	5559
SECTION 11.1	Events of Default.....	5559
SECTION 11.2	Remedies.....	5560
SECTION 11.3	Application of Money Collected.....	5762
SECTION 11.4	Trustee May Enforce Claims without Possession of Secured Obligations.....	5964
SECTION 11.5	Limitation on Suits.....	5964
SECTION 11.6	Unconditional Right of Holders of Secured Obligations to Payment.....	6065
SECTION 11.7	Restoration of Positions.....	6065
SECTION 11.8	Delay or Omission Not Waiver.....	6065
SECTION 11.9	Control by Holders of Senior Lien Obligations.....	6065
SECTION 11.10	Waiver of Past Defaults.....	6165
SECTION 11.11	Suits to Protect the Trust Estate.....	6166
ARTICLE 12	The Trustee.....	6166
SECTION 12.1	Certain Duties and Responsibilities of Trustee.....	6166
SECTION 12.2	Notice of Defaults.....	6267
SECTION 12.3	Certain Rights of Trustee.....	6267
SECTION 12.4	Trustee Not Responsible for Statements of Issuer.....	6368
SECTION 12.5	May Hold Secured Obligations.....	6368
SECTION 12.6	Money Held in Trust.....	6368
SECTION 12.7	Compensation and Reimbursement.....	6368
SECTION 12.8	Corporate Trustee Required; Eligibility.....	6469
SECTION 12.9	Resignation and Removal; Appointment of Successor.....	6469

SECTION 12.10	Acceptance of Appointment by Successor.....	<u>6570</u>
SECTION 12.11	Merger, Conversion, Consolidation or Succession to Business.....	<u>6570</u>
SECTION 12.12	Series 2013 <u>Senior Collateral Support Agreement-65</u> and the <u>Series 2013 Subordinate Collateral Agreement</u>	<u>70</u>
ARTICLE 13	Amendment of Secured Obligation Documents.....	<u>6671</u>
SECTION 13.1	General Requirements for Amendments.....	<u>6671</u>
SECTION 13.2	Amendments Without Consent of Holders of Secured Obligations.....	<u>6671</u>
SECTION 13.3	Amendments Requiring Consent of All Affected Holders of Secured Obligations.....	<u>6671</u>
SECTION 13.4	Amendments Requiring Majority Consent of Holders of Secured Obligations.....	<u>6772</u>
SECTION 13.5	Discretion of Trustee.....	<u>6772</u>
SECTION 13.6	Trustee Protected by Opinion of Counsel.....	<u>6772</u>
SECTION 13.7	Amendments Affecting Trustee's Personal Rights.....	<u>6872</u>
SECTION 13.8	Effect on Holders of Secured Obligations.....	<u>6873</u>
SECTION 13.9	Reference in Secured Obligations to Amendments.....	<u>6873</u>
SECTION 13.10	Amendments Not to Affect Tax Exemption.....	<u>6873</u>
ARTICLE 14	Defeasance.....	<u>6873</u>
SECTION 14.1	Payment of Indenture Indebtedness; Satisfaction and Discharge of Indenture.....	<u>6873</u>
SECTION 14.2	Trust for Payment of Debt Service.....	<u>6873</u>
ARTICLE 15	Provisions Relating to the Series 2013 Insurer.....	<u>7074</u>
SECTION 15.1	Applicability of this Article.....	<u>7074</u>
SECTION 15.2	Requirements of the Series 2013 Insurer.....	<u>7075</u>
SECTION 15.3	Claims and Payments under the Series 2013 Insurance Policy.....	<u>7176</u>
SECTION 15.4	Reporting Requirements to Series 2013 Insurer.....	<u>7378</u>
SECTION 15.5	Maintenance of Ratio between Senior Lien Obligations and Subordinate Lien Obligations.....	<u>7479</u>
SECTION 15.6	Additional Covenants of the Issuer.....	<u>7479</u>
ARTICLE 16	Miscellaneous.....	<u>7580</u>
SECTION 16.1	Notices to Financing Participants.....	<u>7580</u>
SECTION 16.2	Notices to Holders of Warrants.....	<u>7580</u>
SECTION 16.3	Successors and Assigns.....	<u>7681</u>
SECTION 16.4	Benefits of Indenture.....	<u>7681</u>
SECTION 16.5	Rights or Powers of Providers of Credit Enhancement.....	<u>7681</u>
SECTION 16.6	Calculation of Percentage of Holders Taking Action.....	<u>7681</u>
SECTION 16.7	Amounts Due and Unpaid After Act of Bankruptcy.....	<u>7681</u>
EXHIBIT 5.1(c)	Form of Series 2013-A Warrants.....	
EXHIBIT 5.2(c)	Form of Series 2013-B Warrants.....	
EXHIBIT 5.2(e)	Schedule of Compound Accreted Value for Series 2013-B Warrants.....	
EXHIBIT 5.3(c)	Form of Series 2013-C Warrants.....	
EXHIBIT 5.3(e)	Schedule of Compound Accreted Value for Series 2013-C Warrants.....	
EXHIBIT 5.4(c)	Form of Series 2013-D Warrants.....	
EXHIBIT 5.5(c)	Form of Series 2013-E Warrants.....	
EXHIBIT 5.5(e)	Schedule of Compound Accreted Value for Series 2013-E Warrants.....	
EXHIBIT 5.6(c)	Form of Series 2013-F Warrants.....	
EXHIBIT 5.6(e)	Schedule of Compound Accreted Value for Series 2013-F Warrants.....	
EXHIBIT 9.2(b)	Requisition for Payments from Revenue Fund.....	
EXHIBIT 9.6(g)	Series 2013 Senior Lien Reserve Fund Letter of Credit Reimbursement Order.....	
EXHIBIT 9.7(g)	Series 2013 Subordinate Lien Reserve Fund Letter of Credit Reimbursement Order.....	
EXHIBIT 9.8(c)	Requisition for Payments from Capital Improvement Fund.....	
EXHIBIT 15.5	Schedule of Permitted Ratios of Senior Lien Obligations to Secured Obligations.....	

TRUST INDENTURE

THIS TRUST INDENTURE dated December 1, 2013 is entered into by **JEFFERSON COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the “Issuer”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as trustee (the “Trustee”).

Recitals

The Issuer has duly authorized the issuance of its (i) ~~[\$375,000,000]~~[\$395,005,000.00] aggregate principal amount of Senior Lien Sewer Revenue Current Interest Warrants, Series 2013-A (the “Series 2013-A Warrants”), (ii) ~~[\$55,693,095.85]~~[\$54,999,963.60] aggregate principal amount of Senior Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-B (the “Series 2013-B Warrants”), (iii) ~~[\$69,308,272.15]~~[\$149,997,926.25] aggregate principal amount of Senior Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-C (the “Series 2013-C Warrants”), (iv) ~~[\$750,155,000]~~[\$810,915,000.00] aggregate principal amount of Subordinate Lien Sewer Revenue Current Interest Warrants, Series 2013-D (the “Series 2013-D Warrants”), (v) ~~[\$71,935,073.95]~~[\$50,271,496.05] aggregate principal amount of Subordinate Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-E (the “Series 2013-E Warrants”), and (vi) ~~[\$416,317,273]~~[\$324,297,135.75] aggregate principal amount of Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-F (the “Series 2013-F Warrants”, and, together with the Series 2013-A Warrants, the Series 2013-B Warrants, the Series 2013-C Warrants, the Series 2013-D Warrants, and the Series 2013-E Warrants, the “Warrants”) pursuant to this Indenture.

The Issuer owns and operates a sanitary sewer system (the “System”) that currently serves customers in Jefferson County, Alabama and small portions of two adjacent counties. On November 9, 2011, the Issuer filed a petition for relief under Chapter 9 of Title 11 of the United States Code, thereby commencing Bankruptcy Case No. 11-05736-TBB9 (the “Bankruptcy Case”) before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the “Bankruptcy Court”). The Bankruptcy Court has confirmed the Issuer’s plan of adjustment (the “Confirmed Plan of Adjustment”), a material component of which is the restructuring of the Issuer’s financial obligations with respect to its System through the issuance of the Warrants pursuant to this Indenture.

Certain sewer revenue warrants of the Issuer are currently outstanding under that certain Trust Indenture dated as of February 1, 1997, as supplemented and amended (the “Retired Warrants Indenture”), between the Issuer and The Bank of New York Mellon ~~Trust Company, N.A.~~, in its capacity as successor trustee (the “Retired Warrants Trustee”). The seven series of warrants outstanding as of the date hereof under the Retired Warrants Indenture are as follows: (1) Sewer Revenue Warrants, Series 1997-A, (2) Sewer Revenue Capital Improvement Warrants, Series 2001-A, (3) Sewer Revenue Capital Improvement Warrants, Series 2002-A, (4) Sewer Revenue Warrants, Series 2002-C, (5) Sewer Revenue Warrant, Series 2003-A, (6) Sewer Revenue Warrants, Series 2003-B, and (7) Sewer Revenue Warrants, 2003-C (collectively, the “Retired Warrants”).

The Warrants are being issued for the purpose of providing a large portion of the funds necessary to implement the Issuer’s Confirmed Plan of Adjustment. Pursuant to the Confirmed Plan of Adjustment, the Retired Warrants will not be paid in full, and the proceeds of the Warrants, together with certain funds of the Issuer and funds on deposit under the Retired Warrants Indenture, will be distributed to the holders of the Retired Warrants or will be distributed by or on behalf of the Issuer to pay certain other creditors of the Issuer, all in amounts specified in the Confirmed Plan of Adjustment. On the Effective Date, as such term is defined in the Confirmed Plan of Adjustment, the Retired Warrants and the Retired Warrants Indenture will be cancelled, and the Issuer will be released from all further obligations with respect thereto.

The Warrants are limited obligations of the Issuer payable solely out of the Trust Estate established under this Indenture, which includes the System Revenues described herein.

This Indenture pledges the gross revenues from the System (the “System Revenues”) for the benefit of the Holders of all debt obligations secured by this Indenture (all debt obligations secured by this Indenture, including the Warrants, being referred to collectively as “Secured Obligations”). The System Revenues and the General Indenture Funds are part of the General Trust Estate established under this Indenture. Secured Obligations are

issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate established under this Indenture; and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-A Warrants, the Series 2013-B Warrants and the Series 2013-C Warrants (also referred to collectively in this Indenture as the “Series 2013 Senior Lien Obligations”) are being issued as Senior Lien Obligations. The Series 2013-D Warrants, the Series 2013-E Warrants and Series 2013-F Warrants (also referred to collectively in this Indenture as the “Series 2013 Subordinate Lien Obligations”) are being issued as Subordinate Lien Obligations. This Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Series 2013 Senior Lien Obligations with respect to the General Trust Estate (subject to certain limitations described herein), and this Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Series 2013 Subordinate Lien Obligations with respect to the General Trust Estate.

Payment of the Series 2013 Senior Lien Obligations is further secured by the Series 2013 Senior Lien Trust Estate, which includes the Series 2013 Senior Lien Indenture Funds described herein, and which are held by the Trustee for the sole benefit of Holders of the Series 2013 Senior Lien Obligations. Payment of the Series 2013 Subordinate Lien Obligations is further secured by the Series 2013 Subordinate Lien Trust Estate, which includes the Series 2013 Subordinate Lien Indenture Funds described herein, and which are held by the Trustee for the sole benefit of the Holders of the Series 2013 Subordinate Lien Obligations.

The Series 2013 Senior Lien Trust Estate includes the Series 2013 Senior Lien Reserve Fund. The Series 2013 Senior Lien Reserve Fund is being collateralized with a letter of credit being issued contemporaneously with the issuance of the Warrants by JPMorgan Chase Bank. Likewise, the Series 2013 Subordinate Lien Trust Estate includes the Series 2013 Subordinate Lien Reserve Fund. The Series 2013 Subordinate Lien Reserve Fund is being collateralized with a letter of credit being issued contemporaneously with the issuance of the Warrants by JPMorgan Chase Bank. To the extent draws are made on the Series 2013 Senior Lien Reserve Fund Letter of Credit, the Issuer will provide its Senior Lien Reserve Fund Reimbursement Warrants to JPMorgan Chase Bank, in such principal amount or amounts that equal the applicable draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit. To the extent draws are made on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, the Issuer will provide its Subordinate Lien Reserve Fund Reimbursement Warrants to JPMorgan Chase Bank, in such principal amount or amounts that equal the applicable draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit. The Reserve Fund Warrants are being secured pursuant to a First Supplemental Trust Indenture dated December 1, 2013 (the “First Supplemental Indenture”), which is being entered into by the Issuer and the Trustee contemporaneously with this Indenture. The Reserve Fund Warrants are more particularly described in the First Supplemental Indenture.

The Confirmed Plan of Adjustment and related confirmation order provide a binding judicial determination that the Warrants, the Reserve Fund Warrants, this Indenture, the First Supplemental Indenture, the Rate Resolution, and the covenants made by the Issuer for the benefit of the holders of the Warrants (including the covenants provided for in *Section 10.9* of this Indenture) will constitute legal, valid, binding and enforceable obligations of the Issuer. The Confirmed Plan of Adjustment and related confirmation order further provide that the Commission shall adopt and maintain a sewer rate structure in accordance with the Rate Resolution and as necessary for the Issuer to satisfy its obligations arising under the Warrants and this Indenture, including increases in sewer rates to the extent necessary to allow the timely satisfaction of the Issuer’s obligations under this Indenture.

All things have been done which are necessary to make the Warrants, when executed by the Issuer and authenticated and delivered by the Trustee hereunder, the valid obligations of the Issuer, and to constitute this Indenture a valid trust indenture for the security of the Secured Obligations, in accordance with the terms of this Indenture.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

It is hereby covenanted and declared that all the Warrants are to be authenticated and delivered and the property subject to this Indenture is to be held and applied by the Trustee, subject to the covenants, conditions and trusts hereinafter set forth, and the Issuer does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit (except as otherwise expressly provided herein) of all Warrants as follows:

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.1 Definitions

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“Accreted Value” means, on any date of calculation or determination with respect to any Capital Appreciation Obligations or Convertible Capital Appreciation Obligations, the sum of the Initial Principal Amount of such warrants plus the amount of interest accreted on such warrants to and including such date.

“Act” means Act No. 716 adopted at the 1900-01 Session of the Alabama Legislature, pursuant to which the Issuer is authorized to levy an ad valorem tax for the benefit of the System.

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by the Issuer after the effective date of this Indenture under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect.

“Additional Secured Obligation Reserve Fund Requirement” means, with respect to Secured Obligations issued after the date of issuance of the Warrants, the amount required to be on deposit in any Secured Obligation Reserve Fund established pursuant to a Supplemental Indenture.

“Affiliate” of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, “control” when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Amendment 73” means Amendment 73 to the Constitution of the State.

“Authorized Denominations” means (i) with respect to the Series 2013-A Warrants or the Series 2013-D Warrants, a principal amount equal to \$5,000 or any integral multiple thereof, (ii) with respect to the Series 2013-B Warrants or Series 2013-E Warrants, a principal amount or Accreted Value due at maturity equal to \$5,000 or any integral multiple thereof, (iii) with respect to the Series 2013-C Warrants or Series 2013-F Warrants, a principal amount or Accreted Value at the Current Interest Commencement Date equal to \$5,000 or any integral multiple thereof, and from and after the Current Interest Commencement Date, a principal amount equal to \$5,000 or any integral multiple thereof, (iv) with respect to additional Secured Obligations, the amount specified in a Supplemental Indenture.

“Authorized Issuer Representative” means the President of the Commission, the County Manager, the Chief Financial Officer of the Issuer, or any other officer or agent of the Issuer authorized by resolution of the Commission to act as “Authorized Issuer Representative” for purposes of the Secured Obligation Documents.

“Balloon Debt” means Current Interest Obligations 50% or more of the original principal amount of which matures during any 12-month period. For purposes of this definition, the principal amount of Secured Obligations required to be redeemed prior to maturity shall be deemed payable on the mandatory redemption date rather than at maturity. For the avoidance of doubt, this definition shall not apply to Capital Appreciation Obligations or to Convertible Capital Appreciation Obligations prior to the Current Interest Commencement Date applicable thereto.

“Bankruptcy Case” means *In re Jefferson County, Alabama*, Case No. 11-05736-TBB9 adjudicated in the Bankruptcy Court.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Northern District of Alabama, Southern Division.

“**Book Entry System**” means the electronic system maintained by DTC for the ownership, transfer, exchange and payment of debt obligations.

“**Budgeted System Costs**” means all reasonable and necessary direct or indirect expenses of operating and maintaining the System projected to be payable from System Revenues for a Fiscal Year other than (i) Debt Service Requirements, (ii) all amounts payable on Unsecured Obligations, (iii) Capital Improvements, (iv) depreciation, (v) amortization, (vi) other non-cash expenses, and (vii) customer security deposits.

“**Business Day**” means any day other than a Saturday, a Sunday, or a day on which the Trustee is authorized to be closed under general law or regulation applicable in the place where the Trustee performs its business with respect to the Indenture.

“**Callable Warrants**” means Warrants that are subject to redemption at the option of the Issuer.

“**Capital Appreciation Obligations**” means warrants or other debt obligations that do not pay interest on a current basis to the Holders thereof, but rather accrete in value over time as provided in the Indenture or Supplemental Indenture pursuant to which such obligations are issued.

“**Capital Improvement Fund**” means the fund established pursuant to *Section 9.8*.

“**Capital Improvements**” means improvements or additions to the System that are chargeable to the Issuer’s capital account (or could be chargeable if so elected by the Issuer) determined in accordance with generally accepted accounting principles.

[“Collateral Draw” means a draw on either or both of the Series 2013 Senior Lien Reserve Fund Letter of Credit or the Series 2013 Subordinate Lien Reserve Fund Letter of Credit in connection with the failure of JPMorgan Chase Bank to deliver collateral as provided in Section 9.6\(b\)\(3\) or 9.7\(b\)\(3\).](#)

“**Commission**” means the Jefferson County Commission, the governing body of the Issuer.

“**Compounding Date**” means, with respect to a Capital Appreciation Warrant or a Convertible Capital Appreciation Warrant, the periodic date on which the Accreted Value on such Warrant is to be compounded. The Compounding Dates applicable to the Series 2013-B Warrants are specified in *Section 5.2(d)*; the Compounding Dates applicable to the Series 2013-C Warrants are specified in *Section 5.3(d)*; the Compounding Dates applicable to the Series 2013-E Warrants are specified in *Section 5.5(d)*; and the Compounding Dates applicable to the Series 2013-F Warrants are specified in *Section 5.6(d)*. The Compounding Date applicable to any other Secured Obligations shall be set forth in a Supplemental Indenture pursuant to which such Secured Obligations are issued.

“**Confirmed Plan of Adjustment**” means the Issuer’s chapter 9 plan of adjustment, as confirmed by order of the Bankruptcy Court (Docket No. [____]) in the Bankruptcy Case.

“**Consent Decree**” means the order entered by the United States District Court for the Northern District of Alabama in the consolidated cases styled *Kipp v. Jefferson County, Alabama* (Civil Action No. 93-G-2492-S) and *United States v. Jefferson County, Alabama* (Civil Action No. 94-G-2947-S) requiring the Issuer to undertake remedial actions with respect to the System.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement entered into by the Issuer in connection with the issuance of the Warrants.

“**Convertible Capital Appreciation Obligations**” means warrants or other debt obligations that, for an initial period of time, do not pay interest on a current basis to the Holders thereof, but rather accrete in value until the Current Interest Commencement Date applicable to such obligations, and from such date, provide for interest to

be paid to the Holders thereof at least annually, or more frequently, all as provided in the Indenture or Supplemental Indenture pursuant to which such obligations are issued.

“**Costs of Issuance**” means the expenses incurred in connection with the issuance of any Secured Obligations, including legal, consulting, accounting and underwriting fees and expenses.

“**Costs of Issuance Fund**” means the fund established pursuant to *Section 9.9*.

“**Credit Enhancement**” means a facility provided by a third party that provides a guaranty or other assurance for the payment of Debt Service on Secured Obligations or the purchase price of Secured Obligations tendered for purchase pursuant to optional or mandatory tender provisions applicable to such Secured Obligations, or both, including bond insurance, a letter of credit, or a standby warrant purchase agreement.

“**Current Interest Commencement Date**” means the date upon which (A) the Accreted Value of Convertible Capital Appreciation Obligations is converted to principal for the purpose of calculating future interest and (B) Convertible Capital Appreciation Obligations cease accreting interest and begin to accrue current interest. The Current Interest Commencement Date applicable to the Series 2013-C Warrants is specified in *Section 5.3(d)*, and the Current Interest Commencement Date applicable to the Series 2013-F Warrants is specified in *Section 5.6(d)*.

“**Current Interest Obligations**” means warrants or other debt obligations that provide for interest to be paid to the Holders thereof at least annually as provided in the Indenture or Supplemental Indenture pursuant to which such warrants are issued.

“**Debt Service**” means the principal, redemption premium (if any), and interest, whether accrued or accreted, payable on Secured Obligations.

“**Debt Service Requirements**” for any Fiscal Year means the scheduled Debt Service payments on Secured Obligations due and payable on ~~January 1~~, April 1, and July 1 during such Fiscal Year and on the ~~October 1~~ immediately succeeding such Fiscal Year (Debt Service payable on ~~October 1~~ during the Fiscal Year for which such computation is made being excluded from this calculation); provided, however, that:

(1) The principal amount of Secured Obligations subject to scheduled mandatory redemption in any Fiscal Year shall be deemed to be payable in such Fiscal Year rather than the Fiscal Year of the stated maturity of such Secured Obligations.

(2) With respect to Secured Obligations bearing interest at a variable rate, the amount of interest payable during any period for which the actual rate cannot be determined shall be projected using the Index Rate.

(3) If Secured Obligations have been Defeased, all principal and interest due on such Secured Obligations after the effective date of such Defeasance shall be excluded from Debt Service Requirements.

(4) Interest payments on Secured Obligations which are entitled to payments under any federal government assistance program (such as the program for Build America Bonds under the American Recovery and Reinvestment Act of 2009 or similar program):

(A) with respect to calculations which are retrospective in nature, shall be reduced by the amount of any subsidy or credit payments to which the Issuer actually received; and

(B) with respect to calculations which involve the then current Fiscal Year or are prospective in nature, shall be reduced by the amount of any subsidy or credit payments to which the Issuer is entitled.

(5) Unscheduled principal payments (including principal payments resulting from the optional redemption of Secured Obligations or the purchase and retirement of Secured Obligations) shall be excluded from Debt Service Requirements.

(6) The repurchase obligation with respect to Secured Obligations subject to optional or mandatory tender for purchase shall be disregarded on any date of determination if the repurchase obligation of the Issuer is secured by Credit Enhancement on such date.

(7) With respect to Secured Obligations constituting Balloon Debt, Debt Service payable on such Secured Obligations shall be projected assuming (i) that the principal balance of such Secured Obligations on the date of determination is refinanced on the date of determination over a term equal to forty years less the number of whole years that have elapsed since such Secured Obligations were issued, (ii) that such principal balance will bear interest at the Index Rate, and (iii) that Debt Service on such Secured Obligations after the date of determination will be payable in approximately equal annual installments sufficient to pay both principal and interest.

“**Defaulted Interest**” means any interest on any Secured Obligation which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date.

“**Defeased**” or “**Defeasance**”, when used with respect to Indenture Indebtedness, shall have the meaning assigned in *Section 14.1*.

“**DTC**” means The Depository Trust Company and its successors and assigns.

“**Enabling Law**” means Title 11, Chapter 28 (Sections 11-28-1 *et seq.*) of the Code of Alabama 1975.

“**Favorable Tax Opinion**” means an Opinion of Counsel delivered by an attorney or firm of attorneys which is nationally recognized as bond counsel, stating in effect that the proposed action, together with any other changes with respect to Secured Obligations made or to be made in connection with such action, will not cause interest on the Secured Obligations to become includible in gross income of the Holders for purposes of federal income taxation.

“**Federal Securities**” means noncallable, nonprepayable, direct obligations of, or obligations the full and timely payment of which is guaranteed by, the United States of America.

“**Financing Participants**” means the Issuer and the Trustee.

“**First Supplemental Indenture**” means that certain First Supplemental Trust Indenture dated December 1, 2013 between the Issuer and the Trustee pursuant to which the Issuer’s Reserve Fund Warrants are secured.

“**Fiscal Year**” means the fiscal year of the Issuer ending as of September 30 (or such other date as established from time to time by requisite action of the Commission) of each year.

“**Fitch**” means Fitch Ratings, Inc.

“**General Indenture Funds**” has the meaning assigned in *Section 3.1(a)*.

“**General Trust Estate**” has the meaning assigned in *Section 3.1(a)*.

“**Holder**” or “**Warrantholder**” means:

(1) When used with respect to any Warrant, means (i) if the Book Entry System is not in effect, the person in whose name such Warrant is registered on the Warrant Register maintained by the Trustee and (ii) if the Book Entry System is in effect, the beneficial owner of such Warrant on the records maintained pursuant to the Book Entry System.

(2) When used with respect to any Secured Obligation other than Warrants, the owner of such Secured Obligation under the terms of the instrument authorizing the issuance of such Secured Obligation.

“**Indenture**” means this instrument as originally executed or as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental hereto entered into pursuant to the applicable provisions hereof, including Supplemental Indentures executed with respect to additional Secured Obligations as provided in *Article 8*.

“**Indenture Default**” shall have the meaning assigned in *Section 11.1*. An Indenture Default shall “exist” if an Indenture Default shall have occurred and be continuing.

“**Indenture Funds**” means any fund or account established pursuant to this Indenture.

“**Indenture Indebtedness**” means all indebtedness of the Issuer at the time secured by this Indenture, including (a) Secured Obligations, (b) all reasonable fees, charges and disbursements of the Trustee for services performed (including administration), disbursements made or enforcement of rights provided Holders under this Indenture and (c) all amounts due and payable with respect to Credit Enhancement.

“**Independent Certified Public Accountant**” means a person or firm who (i) has a favorable regional or national reputation for skill and experience in governmental accounting, (ii) shall be appointed by the Issuer, (iii) does not have any direct financial interest or any material indirect financial interest in the Issuer or any Affiliate of the Issuer, (iv) does not serve as a member of the governing body of the Issuer or any Affiliate of the Issuer, and (v) is not employed by the Issuer or any Affiliate of the Issuer; provided that an Independent Certified Public Accountant may be the same person or firm which prepares the Issuer’s audited financial statements.

“**Independent Consultant**” means a person or firm who (i) has a favorable regional or national reputation for skill and experience in the operations and financial affairs of sewer systems, (ii) shall be appointed by the Issuer, (iii) does not have any direct financial interest or any material indirect financial interest in the Issuer or any Affiliate of the Issuer, (iv) does not serve as a member of the governing body of the Issuer or any Affiliate of the Issuer, and (v) is not employed by the Issuer or any Affiliate of the Issuer.

“**Index Rate**” shall mean the “Bond Buyer Revenue Bond Index” rate for 30-year tax-exempt revenue bonds, as published by *The Bond Buyer* on any date selected by the Issuer that is within 30 days prior to the date of such determination; provided, however, that if *The Bond Buyer* (or a successor publication) ceases to publish such index, the Index Rate shall be a comparable index selected by the Issuer.

“**Initial Principal Amount**” means the principal amount of Capital Appreciation Obligations or Convertible Capital Appreciation Obligations (prior to the applicable Current Interest Commencement Date), from which interest accretes. The Initial Principal Amount of the Series 2013-B Warrants is specified in *Section 5.2(b)*; the Initial Principal Amount of the Series 2013-C Warrants is specified in *Section 5.3(b)*; the Initial Principal Amount of the Series 2013-E Warrants is specified in *Section 5.5(b)*; and the Initial Principal Amount of the Series 2013-F Warrants is specified in *Section 5.6(b)*. The Initial Principal Amount applicable to any other Secured Obligations shall be set forth in a Supplemental Indenture pursuant to which such Secured Obligations are issued.

“**Insured Series 2013 Warrants**” shall mean, collectively, the Series 2013-A Warrants, the Series 2013-B Warrants and the Series 2013-C Warrants.

“**Interest Payment Date**” means (i) when used with respect to any installment of interest on a Warrant, ~~means~~ the date specified in this Indenture as the date on which such installment of interest is due and payable, and (ii) when used with respect to any installment of interest on any other Secured Obligation, the date specified in the related Supplemental Indenture as the date on which any installment of interest on such other Secured Obligation is due and payable.

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Issuer**” means Jefferson County, Alabama, a political subdivision of the State.

“**JPMorgan Chase Bank**” means JPMorgan Chase Bank, National Association, the issuer of the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit.

“**Maturity Date**” means (i) when used with respect to any Warrant, the date specified herein and in such Warrant as the date on which principal or Accreted Value of such Warrant is due and payable, (ii) when used with respect to any other Secured Obligation, the date specified in the related Supplemental Indenture as the date on which the principal or Accreted Value of such Secured Obligation is due and payable.

“**Maximum Variable Rate**” means 12% per annum.

“**Minute Clerk**” means the employee of the Issuer designated by the Commission as the custodian of the official records of the proceedings of the Commission.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Net ~~Income Available for Senior Lien Debt Service~~Revenues**” means the excess of System Revenues, income and gains from the System over expenses (including Operating Expenses to the extent in excess of Sewer Tax Proceeds) and losses from the System for the Fiscal Year in question, calculated in accordance with generally accepted accounting principles as used in preparing the most recent audited financial statements of the Issuer; provided, however, that for purposes of computing Net ~~Income Available for Senior Lien Debt Service~~Revenues the following items shall be excluded from this computation: (a) Debt Service paid on all Secured Obligations, (b) all amounts payable on Unsecured Obligations, (c) expenditures for Capital Improvements, (d) depreciation and amortization, (e) unrealized gains or losses on investments, (f) other non-cash expenses, and (g) customer security deposits.

~~“**Net Income Available for Subordinate Lien Debt Service**” means the excess of System Revenues, income and gains from the System over (i) expenses (including Operating Expenses to the extent in excess of Sewer Tax Proceeds) and losses from the System and (ii) Debt Service Requirements on Senior Lien Obligations for the Fiscal Year in question, calculated in accordance with generally accepted accounting principles as used in preparing the most recent audited financial statements of the Issuer; provided, however, that for purposes of computing Net Income Available for Subordinate Lien Debt Service, the following items shall be excluded from this computation: (a) Debt Service paid on all Subordinate Lien Obligations, (b) all amounts payable on Unsecured Obligations, (c) expenditures for Capital Improvements, (d) depreciation and amortization, (e) unrealized gains or losses on investments, (f) other non-cash expenses, and (g) customer security deposits.~~

“**Obligor Obligations**” means Secured Obligations registered in the name of (or in the name of a nominee for) the Issuer, or any Affiliate of the Issuer. The Trustee may assume that no Secured Obligations are Obligor Obligations unless it has actual notice to the contrary.

“**Office of the Trustee**” means the office of the Trustee for hand delivery of notices, as specified pursuant to *Section 16.1*.

“**Operating Account**” means an account established by the Issuer in accordance with the provisions of *Section 9.5*.

“**Operating Expenses**” means all reasonable and necessary direct or indirect expenses of operating and maintaining the System determined in accordance with generally accepted accounting principles.

“**Opinion of Counsel**” means an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this Indenture, the attorney or attorneys rendering such opinion may be counsel for one or more of the Financing Participants, including counsel in the full-time employment of a Financing Participant.

“Outstanding”, when used with respect to Secured Obligations means, as of the date of determination, all Secured Obligations authenticated and delivered under this Indenture, except:

- (a) Secured Obligations cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Secured Obligations for whose payment or redemption money in the necessary amount has been deposited with the Trustee in trust for the Holders of such Secured Obligations, provided that, if such Secured Obligations are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and
- (c) Secured Obligations in exchange for or in lieu of which other Secured Obligations have been authenticated and delivered under this Indenture;

provided, however, that in determining whether the Holders of the requisite principal amount of Secured Obligations Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Secured Obligations owned by the Issuer shall be disregarded and deemed not to be Outstanding. Obligor Obligations which have been pledged in good faith may be regarded as Outstanding for such purposes if the pledgee establishes to the satisfaction of the Trustee the pledgee’s right so to act with respect to such Warrants and that if such pledgee was the Holder such Warrants would not be considered Obligor Obligations.

“Post-Default Rate” means (a) when used with respect to any payment of Debt Service on any Warrant, the interest rate applicable to such Warrant on the date such Debt Service became due, (b) when used with respect to any payment of Debt Service on any additional Secured Obligation issued hereunder, the interest rate specified in the applicable Supplemental Indenture, and (c) when used with respect to all other payments due under this Indenture, a variable rate equal to the “Prime Rate” as published in *The Wall Street Journal* plus 2.0% (200 basis points), in each case computed on the basis of a 365 or 366-day year, as the case may be, for actual days elapsed; provided that the Post-Default Rate shall never exceed 12% per annum.

“Qualified Investments” means:

- (a) Federal Securities;
- (b) obligations of the State, or obligations of any county or municipal corporation of the State, provided such obligations are rated by a Rating Agency in ~~the~~ any one of the three highest rating categories (without regard to variations within a category);
- (c) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States;
- (d) Obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States:
 - (1) Farmers Home Administration,
 - (2) General Services Administration,
 - (3) U. S. Maritime Administration,
 - (4) Small Business Administration,
 - (5) Government National Mortgage Association (GNMA),
 - (6) U. S. Department of Housing and Urban Development (HUD), or
 - (7) Federal Housing Administration (FHA);

(e) U. S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975;

(f) Pre-refunded public obligations, defined as follows: Any bonds or other obligations of any state of the United States or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call on the date specified in the notice, and (ii) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in subdivision (b) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (iii) which fund is sufficient, as verified by an Independent Certified Public Accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this paragraph, as appropriate, and (iv) which are rated, based on the escrow, in the highest rating category of S&P and Moody's, or any successors thereto; or

(g) Interests, however evidenced, in any common trust fund or other collective investment fund maintained by any national or state chartered bank, trust company or savings association having trust powers (including the Trustee or an affiliate of the Trustee), or securities of or other interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, so long as all of the following requirements are met at the time of purchase and during the term of investment: (i) At least 65% of the portfolio of such common trust fund, collective investment fund or investment company or investment trust must consist of investments authorized in subdivisions (b), (c), (d), or (e) above, and (ii) the remainder of the portfolio (if any, but not more than 35%) may consist only of the following investments: (y) obligations issued or guaranteed by the following agencies (stripped securities are only permitted if such security is created by the agency itself): Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), including FNMA, and FHLMC participation certificates, Federal Land Banks, Central Bank for Cooperatives, Federal Intermediate Credit Banks, Student Loan Marketing Association, and Federal Home Loan Banks, or (z) repurchase agreements fully collateralized by obligations, securities or investments otherwise authorized under subclauses (i) and (ii) of this paragraph (g), so long as the common trust fund, collective investment fund, investment company or investment trust takes possession and delivery of the collateral for any repurchase agreement either directly or through an authorized custodian. The fact that any financial institution making such investment on behalf of the Issuer, or any affiliate of such financial institution, is providing services to the investment company or investment trust as an investment advisor, sponsor, distributor, custodian, transfer agent, registrar, or otherwise, and is receiving reasonable remuneration for such services, shall not preclude such institution from making the investment in the securities of such investment company or investment trust; provided, however, that with respect to any account for which fees are charged for such services, the said financial institution shall disclose (by prospectus, account statement or otherwise) to the Issuer or to any third party directing investments the basis (expressed as a percentage of asset value or otherwise) upon which the fee is calculated.

“Rate Resolution” means that certain resolution duly adopted by the Commission on September 23, 2013 and recorded in Minute Book 165, Pages 330 through 344 of the official records of the Commission.

“Rating Agency” means Moody’s, S&P, Fitch and any other nationally recognized securities rating agency specified by the Issuer.

“Rebate Liability” means the amount of any rebate due to the United States Treasury with respect to any series of Secured Obligations pursuant to Section 148(f) of the Internal Revenue Code.

“**Regular Record Date**” means the 15th day (whether or not a Business Day) of the month preceding each Interest Payment Date.

“**Required Coverage Ratios**” means the following ratios:

(1) *Senior Debt Ratio*. Net ~~Income Available for Senior Lien Debt Service~~ Revenues for the Fiscal Year in question must be not less than 125% of Debt Service Requirements on Senior Lien Obligations payable during such Fiscal Year.

(2) *Subordinate All-In Debt Ratio*. Net ~~Income Available for Subordinate Lien Debt Service~~ Revenues for the Fiscal Year in question must be not less than 110% of Debt Service Requirements on ~~Subordinate Lien~~ all Secured Obligations payable during such Fiscal Year.

The Issuer must satisfy both ratios in order to be in compliance with the Required Coverage Ratios.

“**Required Operating Reserve**”, when used with respect to any Fiscal Year, means an amount equal to 1/4 of the total Budgeted System Costs projected by the Issuer’s operating budget for the System for such Fiscal Year prepared pursuant to *Section 10.8(f)*.

“**Required Transfer or Deposit**” means any payment, transfer or deposit provided for in *Sections 9.2(a)(1)* through *(5)*.

“**Reserve Fund Requirement**” means the sum of the Series 2013 Senior Lien Reserve Fund Requirement, the Series 2013 Subordinate Lien Reserve Fund Requirement and any Additional Secured Obligation Reserve Fund Requirement.

“**Reserve Fund Warrants**” means, collectively, the Issuer’s Senior Reserve Fund Reimbursement Warrants and Subordinate Lien Reserve Fund Reimbursement Warrants, secured by and authorized to be issued pursuant to the First Supplemental Indenture.

“**Retired Warrants**” means the Issuer’s (1) Sewer Revenue Warrants, Series 1997-A, (2) Sewer Revenue Capital Improvement Warrants, Series 2001-A, (3) Sewer Revenue Capital Improvement Warrants, Series 2002-A, (4) Sewer Revenue Warrants, Series 2002-C, (5) Sewer Revenue Warrant, Series 2003-A, (6) Sewer Revenue Warrants, Series 2003-B, and (7) Sewer Revenue Warrants, 2003-C.

“**Retired Warrants Trustee**” means The Bank of New York Mellon ~~Trust Company, N.A., Birmingham, Alabama.~~

“**Revenue Fund**” means the fund established pursuant to *Section 9.1*.

“**S&P**” means Standard & Poor’s Financial Services, LLC.

“**Secured Obligation Debt Service Funds**” means the Series 2013 Senior Lien Debt Service Fund, the Series 2013 Subordinate Lien Debt Service Fund and any fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(F)* for the payment of Debt Service on Secured Obligations.

“**Secured Obligation Documents**” means this Indenture (including all Supplemental Indentures) and the Secured Obligations.

“**Secured Obligation Reserve Funds**” means the Series 2013 Senior Lien Reserve Fund, the Series 2013 Subordinate Lien Reserve Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(G)* to secure payment of Secured Obligations.

“**Secured Obligations**” means Senior Lien Obligations and Subordinate Lien Obligations.

“**Senior Lien Debt Service Fund**” means the Series 2013 Senior Lien Debt Service Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(F)* for the payment of Debt Service on Senior Lien Obligations.

“**Senior Lien Obligations**” means warrants or other debt obligations that are payable pursuant to the priority established by *Section 9.2(a)(1)* whether issued under this Indenture or pursuant to a Supplemental Indenture.

“**Senior Lien Reserve Fund**” means the Series 2013 Senior Lien Reserve Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(G)* to secure payment of Senior Lien Obligations.

“**Series 2013 Clearing Account**” means the account established pursuant to ~~Section~~Sections 5.7(a) and 9.10 for the initial receipt and distribution of proceeds from the initial sale and delivery of the Warrants and of amounts remitted by the Refunded Warrants Trustee pursuant to the Confirmed Plan of Adjustment.

~~“**Series 2013 Collateral Support Agreement**” means that certain Series 2013 Collateral Support Agreement between the Trustee and JPMorgan Chase Bank dated the date of this Indenture governing [JPMorgan entity’s] collateral delivery obligations with respect to the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit.~~

“**Series 2013 Insurance Policy**” means that certain municipal bond insurance policy ~~numbered~~ number 215852-N issued by the Series 2013 Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Series 2013 Warrants when due. The Series 2013 Insurance Policy shall constitute Credit Enhancement.

“**Series 2013 Insurer**” shall mean Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

~~“**Series 2013 Senior Collateral Agreement**” means that certain Series 2013 Senior Collateral Support Agreement between the Trustee and JPMorgan Chase Bank dated the date of this Indenture governing JPMorgan Chase Bank’s collateral delivery obligations with respect to the Series 2013 Senior Lien Reserve Fund Letter of Credit.~~

“**Series 2013 Senior Lien Debt Service Fund**” means the fund established pursuant to *Section 9.3*.

“**Series 2013 Senior Lien Indenture Funds**” has the meaning assigned in *Section 3.1(b)*.

“**Series 2013 Senior Lien Obligations**” means the Series 2013-A Warrants, the Series 2013-B Warrants, and the Series 2013-C Warrants.

“**Series 2013 Senior Lien Reserve Fund**” means the fund established pursuant to *Section 9.6*.

“**Series 2013 Senior Lien Reserve Fund Letter of Credit**” means that certain irrevocable letter of credit no. ~~CTCS-795243~~ issued by JPMorgan Chase Bank and delivered to the Trustee as security for the Series 2013 Senior Lien Reserve Fund. The Series 2013 Senior Lien Reserve Fund Letter of Credit shall constitute Credit Enhancement.

“**Series 2013 Senior Lien Reserve Fund Requirement**”, as determined on the date of initial delivery of the Series 2013 Senior Lien Obligations pursuant to *Section 9.6*, means the lesser of (a) 125% of the average annual Debt Service Requirements on the Series 2013 Senior Lien Obligations Outstanding, (b) maximum annual Debt Service Requirements on the Series 2013 Senior Lien Obligations Outstanding, or (c) 10% of the principal amount of the Series 2013 Senior Lien Obligations Outstanding. On the date of initial delivery of the Series 2013 Senior Lien Obligations, the Series 2013 Senior Lien Reserve Fund Requirement is \$ ~~60,000,288~~.

“Series 2013 Senior Lien Trust Estate” has the meaning assigned in *Section 3.1(b)*.

“Series 2013 Subordinate Collateral Agreement” means that certain Series 2013 Subordinate Collateral Support Agreement between the Trustee and JPMorgan Chase Bank dated the date of this Indenture governing JPMorgan Chase Bank’s collateral delivery obligations with respect to the Series 2013 Subordinate Lien Reserve Fund Letter of Credit.

“Series 2013 Subordinate Lien Debt Service Fund” means the fund established pursuant to *Section 9.4*.

“Series 2013 Subordinate Lien Indenture Funds” has the meaning assigned in *Section 3.1(c)*.

“Series 2013 Subordinate Lien Obligations” means the Series 2013-D Warrants, the Series 2013-E Warrants, and the Series 2013-F Warrants.

“Series 2013 Subordinate Lien Reserve Fund” means the fund established pursuant to *Section 9.7*.

“Series 2013 Subordinate Lien Reserve Fund Letter of Credit” means that certain irrevocable letter of credit no. ~~CTCS-795246~~ issued by JPMorgan Chase Bank and delivered to the Trustee as security for the Series 2013 Subordinate Lien Reserve Fund. The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall constitute Credit Enhancement.

“Series 2013 Subordinate Lien Reserve Fund Requirement” as determined on the date of initial delivery of the Series 2013 Subordinate Lien Obligations pursuant to *Section 9.7*, means the lesser of (a) 125% of the average annual Debt Service Requirements on the Series 2013 Subordinate Lien Obligations Outstanding, (b) maximum annual Debt Service Requirements on the Series 2013 Senior Lien Obligations Outstanding, or (c) 10% of the principal amount of the Series 2013 Subordinate Lien Obligations Outstanding as of the date of original issuance. On the date of initial delivery of the Series 2013 Subordinate Lien Obligations, the Series 2013 Subordinate Lien Reserve Fund Requirement is \$~~118,548,363~~.

“Series 2013 Subordinate Lien Trust Estate” has the meaning assigned in *Section 3.1(c)*.

“Series 2013-A Warrants” means the Issuer’s ~~375,000,000~~ 395,005,000.00 Senior Lien Sewer Revenue Current Interest Warrants, Series 2013-A, issued pursuant to this Indenture. The Series 2013-A Warrants are being issued as Senior Lien Obligations and as Current Interest Obligations.

“Series 2013-B Warrants” means the Issuer’s ~~55,693,095.85~~ 54,999,963.60 Senior Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-B, issued pursuant to this Indenture. The Series 2013-B Warrants are being issued as Senior Lien Obligations and as Capital Appreciation Obligations.

“Series 2013-C Warrants” means the Issuer’s ~~69,308,272.15~~ 149,997,926.25 Senior Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-C, issued pursuant to this Indenture. The Series 2013-C Warrants are being issued as Senior Lien Obligations and as Convertible Capital Appreciation Obligations.

“Series 2013-D Warrants” means the Issuer’s ~~750,155,000~~ 810,915,000.00 Subordinate Lien Sewer Revenue Current Interest Warrants, Series 2013-D, issued pursuant to this Indenture. The Series 2013-D Warrants are being issued as Subordinate Lien Obligations and as Current Interest Obligations.

“Series 2013-E Warrants” means the Issuer’s ~~71,935,073.95~~ 50,271,496.05 Subordinate Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-E, issued pursuant to this Indenture. The Series 2013-E Warrants are being issued as Subordinate Lien Obligations and as Capital Appreciation Obligations.

“Series 2013-F Warrants” means the Issuer’s ~~416,317,273~~ 324,297,135.75 Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-F, issued pursuant to this Indenture. The Series 2013-F Warrants are being issued as Subordinate Lien Obligations and as Convertible Capital Appreciation Obligations.

“**Sewer Tax Proceeds**” means the proceeds from the ad valorem tax levied by the Issuer pursuant to authority granted by the Act.

“**Special Record Date**” for the payment of any Defaulted Interest on the Warrants means a date fixed by the Trustee pursuant to *Section 4.1(b)(7)* or *Section 4.2(l)*. The Special Record Date for additional Secured Obligations shall be set forth in a Supplemental Indenture pursuant to which such Secured Obligations are issued.

“**State**” means the State of Alabama.

“**Subordinate Lien Debt Service Fund**” means the Series 2013 Subordinate Lien Debt Service Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(F)* for the payment of Debt Service on Subordinate Lien Obligations.

“**Subordinate Lien Obligations**” means warrants or other debt obligations that are payable pursuant to the priority established by *Section 9.2(a)(3)* whether issued pursuant to this Indenture or pursuant to a Supplemental Indenture.

“**Subordinate Lien Reserve Fund**” means the Series 2013 Subordinate Lien Reserve Fund and any other fund established pursuant to a Supplemental Indenture in accordance with the provisions of *Section 8.2(a)(1)(G)* to secure payment of Subordinate Lien Obligations.

“**Supplemental Indenture**” means a supplement to this Indenture authorizing the issuance of Secured Obligations that meets the requirements of *Article 8*.

“**System**” means the sanitary sewer system owned and operated by the Issuer, as now or hereafter constituted.

“**System Revenues**” means all revenues derived from the ownership or operation of the System.

“**Tax Certificate and Agreement**” means (a) that certain Tax Certificate and Agreement entered into by the Issuer contemporaneously with the issuance of the Warrants and (b) any similar agreement entered into by the Issuer contemporaneously with the issuance of additional Secured Obligations the interest on which is excluded from gross income of the holders of such Secured Obligations for purposes of federal income taxation.

“**Tenor**”, when used to describe the distinguishing characteristics of a Secured Obligation or group of Secured Obligations, means the series designation, Maturity Date, interest rate and CUSIP number of such Secured Obligation or group of Secured Obligations. Secured Obligations of the same Tenor have the same series designation, Maturity Date, interest rate and CUSIP number.

“**Term Warrants**” means Warrants subject to scheduled mandatory redemption in accordance with the provisions of *Section 7.1(b)* or *7.1(f)*.

“**Trust Estate**” means the General Trust Estate, the Series 2013 Senior Lien Trust Estate and the Series 2013 Subordinate Lien Trust Estate, and for any particular series of Secured Obligations, the funds designated pursuant to *Section 8.2(a)(1)(H)*.

“**Trustee**” means Wells Fargo Bank, National Association, a national banking association, as trustee, until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Trustee” means such successor.

“**Unsecured Obligations**” means any (a) debt, (b) contract entered into with respect to interest rate exchange agreements with respect to debt, or (c) other contractual obligations of the Issuer (other than Operating Expenses) that are undertaken for the benefit of the System and are either (i) payable from System Revenues but are not secured by a pledge of the System Revenues or (ii) payable from System Revenues but are secured by a pledge of the System Revenues that is subject and subordinate to the lien of this Indenture.

“**Warrant Payment Date**” means each date on which Debt Service is payable on Warrants, including any date fixed for redemption of Warrants.

“**Warrant Register**” means the register or registers for the registration and transfer of Warrants maintained by the Issuer at the Office of the Trustee pursuant to *Sections 4.1(b)(1)* and *4.2(c)*.

“**Warrants**” means, collectively, the Series 2013-A Warrants, the Series 2013-B Warrants, the Series 2013-C Warrants, the Series 2013-D Warrants, the Series 2013-E Warrants, and the Series 2013-F Warrants issued pursuant to this Indenture.

SECTION 1.2 General Rules of Construction

For all purposes of this 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) The definitions in the recitals to this instrument are for convenience only and shall not affect the construction of this instrument.
- (c) 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 applicable to the Issuer. All references herein to “generally accepted accounting principles” refer to such principles as they exist as of the date of application thereof.
- (d) All references in this instrument to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.
- (e) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.
- (f) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
- (g) 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.
- (h) The term “including” means “including without limitation” and “including, but not limited to”.

SECTION 1.3 Effect of Action by Holders of Secured Obligations

Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Secured Obligation shall bind every future Holder of the same Secured Obligation and the Holder of every Secured Obligation issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Secured Obligation.

SECTION 1.4 Effect of Headings and Table of Contents

The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 1.5 Date of Indenture

The date of this Indenture is intended as and for a date for the convenient identification of this Indenture and is not intended to indicate that this Indenture was executed and delivered on said date.

SECTION 1.6 Separability Clause

If any provision in this Indenture or in the Secured Obligations shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.7 Governing Law

This Indenture shall be construed in accordance with and governed by the laws of the State. The provisions of this Indenture, all covenants contained herein, and all actions to be taken hereunder shall be subject to the laws of the State.

SECTION 1.8 Counterparts

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 1.9 Designation of Time for Performance

Except as otherwise expressly provided herein, any reference in this Indenture to the time of day means (i) if the Book Entry System is in effect, the time of day in the city where DTC maintains its place of business for the performance of its obligations under the Book Entry System or (ii) if the Book Entry System is no longer in effect, the time of day in the city where the Trustee maintains its place of business for the performance of its obligations under this Indenture.

ARTICLE 2

Source of Payment

SECTION 2.1 Limited Source of Payment of Secured Obligations

The Secured Obligations and any other payment obligations under this Indenture are limited obligations of the Issuer payable solely out of the Trust Estate. The Secured Obligations and any other payment obligations under this Indenture shall not constitute or give rise to a general indebtedness or liability of, and shall not constitute a charge against the general credit or taxing powers of, the Issuer. The State shall have no liability whatsoever to make any payment under this Indenture.

SECTION 2.2 Officials, Officers and Employees of the Issuer Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this Indenture, or of any Secured Obligations, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Indenture and the Secured Obligations issued hereunder are solely the limited obligations of the Issuer, and that no personal or pecuniary liability whatsoever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Secured Obligations, or under or by reason of the covenants or agreements contained in this

Indenture or in any Secured Obligations or implied therefrom. The provisions of this *Section 2.2* are not intended to preclude the enforcement of remedies provided for in *Article 11* against the Trust Estate secured by this Indenture.

ARTICLE 3

Security for Payment

SECTION 3.1 Pledge and Assignment

(a) **General Trust Estate for Benefit of all Secured Obligations.** To secure the payment of Debt Service on the Secured Obligations and the performance of the covenants contained in this Indenture that are for the benefit of all Secured Obligations, and in consideration of the premises and of the purchase of the Secured Obligations by the Holders thereof, the Issuer hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the following property:

(1) **System Revenues.** All right, title and interest of the Issuer in and to the System Revenues and all rights to receive the same.

(2) **General Indenture Funds.** Money and investments from time to time on deposit in, or forming a part of, the following Indenture Funds: the Revenue Fund, the Operating Account, the Costs of Issuance Fund and the Capital Improvement Fund (collectively, the “General Indenture Funds”).

(3) **Other Property.** Any and all property of every kind or description which may, from time to time hereafter, by delivery or by writing of any kind, be specifically subjected to the lien of this Indenture as additional security for the Secured Obligations by the Issuer or anyone on its part or with its consent, or which pursuant to any of the provisions hereof may come into the possession or control of the Trustee or a receiver appointed pursuant to this Indenture. The Trustee is hereby authorized to receive any and all such property as and for additional security for the obligations secured hereby and to hold and apply all such property subject to the terms hereof.

To Have and to Hold all such property, rights and privileges (collectively referred to as the “General Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the benefit and security of the Holders from time to time of all Secured Obligations without any priority of any such Senior Lien Obligation over any other Senior Lien Obligation, and (subject to the priority of Senior Lien Obligations over Subordinate Lien Obligations) without any priority of any Subordinate Lien Obligation over any other Subordinate Lien Obligation.

Provided, However, that (i) Holders of Senior Lien Obligations have a first priority lien with respect to right of payment from the General Trust Estate, (ii) Holders of Subordinate Lien Obligations have a second priority lien with respect to right of payment from the General Trust Estate, (iii) money and investments in the General Indenture Funds may be applied for the purposes and on the terms and conditions set forth in this Indenture, and (iv) the lien of the General Trust Estate in favor of Secured Obligations is subject to the provisions of *Section 12.7(b)*.

(b) **Trust Estate for Benefit of the Series 2013 Senior Lien Obligations.** To secure the payment of Debt Service on the Series 2013 Senior Lien Obligations and the performance of the covenants contained in this Indenture that are for the benefit of the Series 2013 Senior Lien Obligations, and in consideration of the premises and of the purchase of the Series 2013 Senior Lien Obligations by the Holders thereof, the Issuer hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the Series 2013 Senior Lien Debt Service Fund and the Series 2013 Senior Lien Reserve Fund (the Series 2013 Senior Lien Debt Service Fund and the Series 2013 Senior Lien Reserve Fund being sometimes collectively referred to herein as the “Series 2013 Senior Lien Indenture Funds”).

To Have and to Hold all such property, rights and privileges (collectively referred to as the “Series 2013 Senior Lien Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the equal and proportionate benefit and security of the Holders from time to time of the Series 2013 Senior Lien Obligations (without any priority of any such Series 2013 Senior Lien Obligation over any other Series 2013 Senior Lien Obligation).

Provided, However, that money and investments in the Series 2013 Senior Lien Indenture Funds may be applied for the purposes and on the terms and conditions set forth in this Indenture.

(c) **Trust Estate for Benefit of the Series 2013 Subordinate Lien Obligations.** To secure the payment of Debt Service on the Series 2013 Subordinate Lien Obligations and the performance of the covenants contained in this Indenture that are for the benefit of the Series 2013 Subordinate Lien Obligations, and in consideration of the premises and of the purchase of the Series 2013 Subordinate Lien Obligations by the Holders thereof, the Issuer hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the Series 2013 Subordinate Lien Debt Service Fund and the Series 2013 Subordinate Lien Reserve Fund (the Series 2013 Subordinate Lien Debt Service Fund and the Series 2013 Subordinate Lien Reserve Fund being sometimes collectively referred to herein as the “Series 2013 Subordinate Lien Indenture Funds”).

To Have and to Hold all such property, rights and privileges (collectively referred to as the “Series 2013 Subordinate Lien Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the equal and proportionate benefit and security of the Holders from time to time of the Series 2013 Subordinate Lien Obligations (without any priority of any such Series 2013 Subordinate Lien Obligation over any other Series 2013 Subordinate Lien Obligation).

Provided, However, that money and investments in the Series 2013 Subordinate Lien Indenture Funds may be applied for the purposes and on the terms and conditions set forth in this Indenture.

(d) **Sewer Tax Proceeds.** For the avoidance of doubt, Sewer Tax Proceeds shall not be part of, subject to the lien of, or in any way pledged to the Trust Estate.

ARTICLE 4

Registration, Transfer, Exchange and Payment of the Warrants

SECTION 4.1 The Book Entry System for the Warrants

(a) The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to **Section 4.1(c)**.

(b) Except as otherwise expressly provided in this Indenture, while Warrants are in the Book Entry System the following provisions shall apply:

(1) In order to facilitate the Book Entry System, a physical certificate or physical certificates for the Warrants shall be executed and authenticated, registered in the Warrant Register in the name of DTC or its nominee, and delivered to DTC for safekeeping (including safekeeping by the Trustee pursuant to the “FAST” system or other procedures of the Book Entry System).

(2) The term “Warrant” means each separate security credited to a beneficial owner, or entitlement holder, pursuant to the Book Entry System, and the term “Holder” means the person identified pursuant to the Book Entry System as the beneficial owner of the related security.

(3) The terms and limitations of this Indenture with respect to each separate Warrant shall be applicable to each separate security credited to a beneficial owner under the Book Entry System.

(4) All payments of Debt Service on the Warrants shall be made by the Trustee through the Book Entry System, and payments by such method shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to such payments.

(5) Transfers and exchanges of Warrants shall be reflected on the records of DTC in accordance with the Book Entry System.

(6) No service charge shall be made for any transfer or exchange of Warrants, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Warrants.

(7) Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Warrants are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee of the amount of Defaulted Interest proposed to be paid on each Warrant and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Estate. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given pursuant to the Book Entry System to each Holder as listed in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been given as aforesaid payment of such Defaulted Interest shall be made through the Book Entry System.

(8) Subject to the foregoing provisions of this Section, each Warrant delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Warrant and each such Warrant shall bear interest from such date so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(c) The Trustee shall discontinue the Book Entry System at the request of the Issuer. The Trustee may terminate the Book Entry System without direction from, or consent of, the Issuer if the Trustee determines in good faith that termination is in the best interest of the Holders. Notice of termination of the Book Entry System shall be given to Holders not less than 20 days before such termination is effective.

(d) If the Book Entry System is discontinued, (i) a physical certificate or physical certificates shall be executed, authenticated and delivered to each beneficial owner, or entitlement holder, under the Book Entry System in accordance with such holder's ownership of Warrants, (ii) such certificates shall be registered in the Warrant Register maintained by the Trustee, and (iii) the remaining provisions of this Article shall govern the registration, transfer, exchange and payment of Warrants.

SECTION 4.2 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants

(a) If the Book Entry System is discontinued, the provisions of this Section shall control the registration, transfer, exchange and payment of Warrants.

(b) Payment of Debt Service on the Warrants shall be made as follows:

(1) Payment of interest on the Warrants which is due on any Interest Payment Date shall be made by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Warrant Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date).

(2) Payment of the principal of (and premium, if any, on) the Warrants and payment of accrued or accreted interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Trustee.

(3) Upon the written request of any Holder, the Trustee shall make payments of Debt Service by wire transfer, provided that (i) such request contains adequate instructions for the method of payment, and (ii) payment of the principal of (and redemption premium, if any, on) such Warrants and payment of the accrued interest on such Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrants to the Trustee.

(c) Subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided in the Warrant Register.

(d) Upon surrender for transfer of any Warrant at the Office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount.

(e) At the option of the Holder, Warrants may be exchanged for other Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Office of the Trustee. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(f) Subject to *Section 7.9*, all Warrants surrendered for payment or redemption (after the payment or redemption thereof) or for transfer or exchange, shall be promptly cancelled by the Trustee. The Trustee may destroy cancelled certificates. No Warrant shall be authenticated in lieu of or in exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this Indenture.

(g) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the Issuer and entitled to the same security and benefits under this Indenture as the Warrants surrendered upon such transfer or exchange.

(h) Every Warrant presented or surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer.

(i) No service charge shall be made for any transfer or exchange of Warrants, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Warrants.

(j) The Issuer shall not be required (i) to transfer or exchange any Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Warrants and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Warrant so selected for redemption in whole or in part.

(k) Interest on any Warrant which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Warrant is registered at the close of business on the Regular Record Date for such Interest Payment Date.

(l) Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Warrants are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee of the amount of Defaulted Interest proposed to be paid on each Warrant and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Estate. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder at his address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Warrants are registered on such Special Record Date.

(m) Subject to the foregoing provisions of this Section, each Warrant delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Warrant and each such Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(n) In the event any Warrant is mutilated, lost, stolen or destroyed, the Issuer may execute, and the Trustee shall thereupon authenticate and deliver, a replacement Warrant of like Tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Warrant, such Warrant is first surrendered to the Trustee, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to each of them. The Issuer may charge the Holder with the expense of issuing any such replacement Warrant.

SECTION 4.3 Persons Deemed Owners

The Holder of a Warrant shall be treated as the owner of such Secured Obligation for purposes of this Indenture.

SECTION 4.4 Trustee as Paying Agent and Registrar

Debt Service on the Warrants shall be payable on behalf of the Issuer by the Trustee, which is hereby designated as the paying agent of the Issuer for purposes of this Indenture. The Trustee is hereby appointed as agent of the Issuer solely for the purpose of registering Warrants and transfers of Warrants as provided in this Indenture.

SECTION 4.5 Payments Due on Non-Business Days

Except as otherwise expressly provided by this Indenture, if any payment on the Warrants is due on a day which is not a Business Day, such payment may be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

ARTICLE 5

Specific Terms for Warrants and Disposition of Proceeds

SECTION 5.1 Specific Title and Terms of Series 2013-A Warrants

(a) **Title, Amount and Lien Status.** The first series of Warrants issued hereunder shall be issued as Current Interest Obligations and shall be entitled “Senior Lien Sewer Revenue Current Interest Warrants, Series 2013-A”. The Series 2013-A Warrants shall be issued in the aggregate principal amount of ~~[\$375,000,000]~~ \$395,005,000.00. The Series 2013-A Warrants shall be issued as Senior Lien Obligations.

(b) **Authorized Denominations.** The Series 2013-A Warrants shall be in Authorized Denominations.

(c) **Form and Number.** The Series 2013-A Warrants shall be issuable as registered warrants without coupons. The Series 2013-A Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single Series 2013-A Warrant certificate for all Series 2013-A Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-A Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.1(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Maturity Dates and Interest Rates.** The Series 2013-A Warrants shall be issued with fixed interest rates and shall mature on October 1 in the years and principal amounts as follows:

Year of Maturity (October 1)	Principal Amount Maturing	Initial CUSIP Number	Applicable Interest Rate
2053 2044	\$375,000,000] 71,575,000.00	<u>472682QK2</u>	<u>5.000%</u>
<u>2048</u>	<u>118,430,000.00</u>	<u>472682QL0</u>	<u>5.250</u>
<u>2053</u>	<u>205,000,000.00</u>	<u>472682QJ5</u>	<u>5.500</u>

(e) **Date.** The Series 2013-A Warrants shall be dated as of the date of initial delivery of the Warrants.

(f) **Interest Payment Dates.** Interest on the Series 2013-A Warrants shall be payable in arrears on (i) ~~April 1~~ and ~~October 1~~ in each year, beginning on ~~April 1, 2014~~, 2014, and (ii) the Maturity Date.

(g) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Trustee shall pay interest to DTC, and interest payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Series 2013-A Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Interest Payment Date.

(h) **Computation of Interest Accrual.** The Series 2013-A Warrants shall bear interest from their date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Section. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(i) **Interest on Overdue Payments.** Interest shall be payable on overdue principal of the Series 2013-A Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Series 2013-A Warrants at the Post-Default Rate.

(j) **Execution and Authentication.** Physical certificates evidencing the Series 2013-A Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the County Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these

officers on the Series 2013-A Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-A Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-A Warrants. No Series 2013-A Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Series 2013-A Warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-A Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-A Warrant has been duly authenticated and delivered hereunder.

(k) **Currency for Payment.** Payment of Debt Service on the Series 2013-A Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.2 Specific Title and Terms of Series 2013-B Warrants

(a) **Title, Amount and Lien Status.** The second series of warrants issued hereunder shall be issued as Capital Appreciation Obligations and shall be entitled “Senior Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-B”. The maximum Accreted Value of the Series 2013-B Warrants which may be Outstanding is limited to ~~[\$55,693,095.85]~~ \$171,740,000. The Series 2013-B Warrants shall be issued as Senior Lien Obligations.

(b) **Initial Principal Amount.** The Initial Principal Amount of the Series 2013-B Warrants shall be ~~[\$55,693,095.85]~~ \$54,999,963.60.

(c) **Form and Number; Authorized Denominations.** The Series 2013-B Warrants shall be issuable as registered warrants without coupons in Authorized Denominations. The Series 2013-B Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single physical certificate for all Series 2013-B Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-B Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.2(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Date.** The Series 2013-B Warrants shall be dated as of the date of initial delivery of the Warrants. The Compounding Dates applicable to the Series 2013-B Warrants shall be ~~{April 1}~~ and ~~{October 1}~~ of each year, commencing ~~{April 1, 2014}~~ 2014.

(e) **Accretion of Interest.** The Series 2013-B Warrants are payable only at maturity or upon optional redemption and will not pay interest on a current basis. The Series 2013-B Warrants shall accrete from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Maturity Date or earlier redemption at the effective per annum rate required to produce the yield to maturity indicated below:

Year of Maturity (October 1)	Initial Principal Amount	Yield to Maturity	Accreted Value of \$5,000 at Maturity	Initial CUSIP Number
{2025}	[\$2,373,171.00]			
{2026}	[4,504,512.00]			
{2027}	[6,383,478.25]			
{2028}	[8,025,286.50]			
{2029}	[5,967,770.40]			
{2030}	[5,492,284.80]			
{2031}	[5,106,866.75]			
{2032}	[4,746,655.20]			
{2033}	[4,406,402.40]			

[2034]	[4,085,139.75]
[2035]	[3,786,196.80]
[2036]	[815,332.00]

<u>Year of Maturity (October 1)</u>	<u>Initial Principal Amount</u>	<u>Yield to Maturity</u>	<u>Accreted Value at Maturity</u>	<u>Initial CUSIP Number</u>
<u>2025</u>	<u>\$2,438,595.00</u>	<u>5.625%</u>	<u>\$4,700,000.00</u>	<u>472682QM8</u>
<u>2026</u>	<u>4,567,584.00</u>	<u>5.875</u>	<u>9,600,000.00</u>	<u>472682QN6</u>
<u>2027</u>	<u>6,481,807.20</u>	<u>6.000</u>	<u>14,680,000.00</u>	<u>472682QP1</u>
<u>2028</u>	<u>4,854,262.50</u>	<u>6.125</u>	<u>11,875,000.00</u>	<u>472682QO9</u>
<u>2029</u>	<u>4,483,168.75</u>	<u>6.250</u>	<u>11,875,000.00</u>	<u>472682QR7</u>
<u>2030</u>	<u>4,130,481.25</u>	<u>6.375</u>	<u>11,875,000.00</u>	<u>472682QS5</u>
<u>2031</u>	<u>3,879,206.25</u>	<u>6.375</u>	<u>11,875,000.00</u>	<u>472682QT3</u>
<u>2032</u>	<u>3,561,193.75</u>	<u>6.500</u>	<u>11,875,000.00</u>	<u>472682QU0</u>
<u>2033</u>	<u>3,340,437.50</u>	<u>6.500</u>	<u>11,875,000.00</u>	<u>472682QV8</u>
<u>2034</u>	<u>6,132,745.50</u>	<u>6.625</u>	<u>23,835,000.00</u>	<u>472682QW6</u>
<u>2035</u>	<u>5,747,108.80</u>	<u>6.625</u>	<u>23,840,000.00</u>	<u>472682QX4</u>
<u>2036</u>	<u>5,383,373.10</u>	<u>6.625</u>	<u>23,835,000.00</u>	<u>472682QY2</u>

Calculation of accretion on the Series 2013-B Warrants shall be performed on the basis of a 360-day year with 12 months of 30 days each. ~~†~~A schedule of compound accreted values at six month intervals for each maturity of the Series 2013-B Warrants from issuance to the applicable Maturity Date is set forth in *Exhibit 5.2(e)*.~~‡~~ Accretion between such dates shall be determined using linear interpolation.

(f) **Person to Whom Accreted Value Payable.** If the Book Entry System is in effect, the Trustee shall pay the Accreted Value on the Series 2013-B Warrants due on the Maturity Date or earlier redemption to DTC, and the Accreted Value of the Series 2013-B Warrants shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the Accreted Value due on the Maturity Date or earlier redemption for the Series 2013-B Warrants shall be payable to the Holders of such Series 2013-B Warrants on the date of payment of the Series 2013-B Warrants.

(g) **Interest on Overdue Payments.** Interest shall be payable on overdue Accreted Value of the Series 2013-B Warrants at the Post-Default Rate.

(h) **Execution and Authentication.** Physical certificates evidencing the Series 2013-B Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the ~~County~~ Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Series 2013-B Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-B Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-B Warrants. No Series 2013-B Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-B Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-B Warrant has been duly authenticated and delivered hereunder.

(i) **Currency for Payment.** Payment of Debt Service on the Series 2013-B Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.3 Specific Title and Terms of Series 2013-C Warrants

(a) **Title, Amount and Lien Status.** The third series of warrants issued hereunder shall be issued as Convertible Capital Appreciation Obligations and shall be entitled “Senior Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-C”. The aggregate principal amount of the Series 2013-C Warrants which may be Outstanding is limited to ~~[\$69,308,272.15]~~ \$286,080,000. The Series 2013-C Warrants shall be issued as Senior Lien Obligations.

(b) **Initial Principal Amount.** The Initial Principal Amount of the Series 2013-C Warrants shall be ~~[\$69,308,272.15]~~ \$149,997,926.25.

(c) **Form and Number; Authorized Denominations.** The Series 2013-C Warrants shall be issuable as registered warrants without coupons in Authorized Denominations. The Series 2013-C Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single physical certificate for all Series 2013-C Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-C Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.3(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Dates.** The Series 2013-C Warrants shall be dated as of the date of initial delivery of the Warrants. The Compounding Dates applicable to the Series 2013-C Warrants shall be ~~{April 1}~~ and ~~{October 1}~~ of each year, commencing ~~{April 1, 2014}~~ 2014. The Current Interest Commencement Date applicable to the Series 2013-C Warrants shall be ~~_____~~ October 1, 2023.

(e) **Accretion of Interest.** Prior to the Current Interest Commencement Date, the Series 2013-C Warrants will not pay interest on a current basis. The Series 2013-C Warrants shall accrete from and including the date of initial delivery, compounded semiannually on each Compounding Date, until, but not including, the Current Interest Commencement Date at the effective per annum rate required to produce the yield and Accreted Value indicated below:

Year of Maturity (October 1)	Initial Principal Amount	Yield to Current Interest Commencement Date	Accreted Value on Current Interest Commencement Date	Initial CUSIP Number
{2036}	[\$ 6,576,817.50]			
{2037}	[8,933,796.60]			
{2038}	[9,498,240.00]			
{2039} <u>2038</u>	[10,099,559.55] <u>\$2,625,184.75</u>	<u>6.500%</u>	<u>\$ 49,225,000.00</u>	<u>472682RA3</u>
{2040} <u>2042</u>	[10,722,227.45] <u>63,039,907.10</u>	<u>6.600</u>	<u>119,335,000.00</u>	<u>472682OZ9</u>
{2041} <u>2046</u>	[11,383,035.20] <u>26,184,818.40</u>	<u>6.750</u>	<u>50,280,000.00</u>	<u>472682RB1</u>
{2042} <u>2050</u>	[12,094,595.85] <u>34,521,016.00</u>	<u>6.900</u>	<u>67,240,000.00</u>	<u>472682RC9</u>

Calculation of accretion on the Series 2013-C Warrants shall be performed on the basis of a 360-day year consisting of 12 consecutive 30-day months. ~~{A schedule of compound accreted values at six month intervals for each maturity of the Series 2013-C Warrants from issuance to the Current Interest Commencement Date is set forth in Exhibit 5.3(e).}~~ Accretion between such dates shall be determined using linear interpolation.

(f) **Conversion from Accretion to Current Interest Rate Accrual.** On the Current Interest Commencement Date, the Accreted Value of the Series 2013-C Warrants shall be fixed as the principal amount of such Warrants, and the Series 2013-C Warrants shall not accrete in value from such date. On and after the Current

Interest Commencement Date, principal of and interest on the Series 2013-C Warrants shall be paid currently in accordance with the schedule contained in *Section 5.3(g)* on the dates specified in *Section 5.3(h)*.

(g) **Maturity Dates and Interest Rates.** From the Current Interest Commencement Date, the Series 2013-C Warrants shall bear interest at fixed interest rates and shall mature on October 1 in the years and amounts and bear interest at the rates per annum as follows:

Year of Maturity (October 1)	Principal Amount Maturing	Initial CUSIP Number	Applicable Interest Rate
<u>2038</u>	<u>\$ 49,225,000.00</u>	<u>472682RA3</u>	<u>6.500%</u>
<u>2042</u>	<u>119,335,000.00</u>	<u>472682QZ9</u>	<u>6.600</u>
<u>2046</u>	<u>50,280,000.00</u>	<u>472682RB1</u>	<u>6.750</u>
<u>2050</u>	<u>67,240,000.00</u>	<u>472682RC9</u>	<u>6.900</u>

(h) **Interest Payment Dates.** From the Current Interest Commencement Date, interest on the Series 2013-C Warrants shall be payable in arrears on (i) ~~April 1~~ and ~~October 1~~ in each year, beginning on ~~April 1, 2014~~, [2024](#), and (ii) the Maturity Date.

(i) **Person to Whom Interest Payable.** From and after the Current Interest Commencement Date, if the Book Entry System is in effect, the Trustee shall pay interest to DTC, and interest payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Series 2013-C Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Interest Payment Date.

(j) **Computation of Interest Accrual.** On and after the Current Interest Commencement Date, the Series 2013-C Warrants shall bear interest from the Current Interest Commencement Date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in *Section 5.3(g)* above. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(k) **Interest on Overdue Payments.** Prior to the Current Interest Commencement Date, interest shall be payable on overdue Accreted Value of the Series 2013-C Warrants at the Post-Default Rate. From and after the Current Interest Commencement Date, interest shall be payable on overdue principal of the Series 2013-C Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Series 2013-C Warrants at the Post-Default Rate.

(l) **Execution and Authentication.** Physical certificates evidencing the Series 2013-C Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the ~~County~~ [Issuer](#) (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of any of these officers on the Series 2013-C Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-C Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-C Warrants. No Series

2013-C Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-C Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-C Warrant has been duly authenticated and delivered hereunder.

(m) **Currency for Payment.** Payment of Debt Service on the Series 2013-C Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.4 Specific Title and Terms of Series 2013-D Warrants

(a) **Title, Amount and Lien Status.** The fourth series of Warrants issued hereunder shall be issued as Current Interest Obligations and shall be entitled “Subordinate Lien Sewer Revenue Current Interest Warrants, Series 2013-D”. The Series 2013-D Warrants shall be issued in the aggregate principal amount of ~~[\$750,155,000]~~, \$810,915,000.00. The Series 2013-D Warrants shall be issued as Subordinate Lien Obligations.

(b) **Authorized Denominations.** The Series 2013-D Warrants shall be in Authorized Denominations.

(c) **Form and Number.** The Series 2013-D Warrants shall be issuable as registered warrants without coupons. The Series 2013-D Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single Series 2013-D Warrant certificate for all Series 2013-D Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-D Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.4(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Maturity Dates and Interest Rates.** The Series 2013-D Warrants shall be issued with fixed interest rates and shall mature on October 1 in the years and principal amounts as follows:

Year of Maturity (October 1)	Principal Amount Maturing	Initial CUSIP Number	Applicable Interest Rate
{2015}	[\$ 2,215,000]		
{2016}	{7,265,000}		
{2017}	{12,920,000}		
{2018}	{13,290,000}		
{2023}	{34,530,000}		
{2042}	{29,930,000}		
{2051}	{283,920,000}		
{2053}	{366,085,000}		

<u>Year of Maturity (October 1)</u>	<u>Principal Amount Maturing</u>	<u>Initial CUSIP Number</u>	<u>Applicable Interest Rate</u>
<u>2015</u>	<u>\$ 2,285,000.00</u>	<u>472682RD7</u>	<u>5.000%</u>
<u>2016</u>	<u>7,345,000.00</u>	<u>472682RE5</u>	<u>5.000</u>
<u>2017</u>	<u>12,995,000.00</u>	<u>472682RF2</u>	<u>5.000</u>
<u>2018</u>	<u>14,215,000.00</u>	<u>472682RG0</u>	<u>5.000</u>
<u>2021</u>	<u>8,745,000.00</u>	<u>472682RJ4</u>	<u>5.000</u>
<u>2022</u>	<u>10,980,000.00</u>	<u>472682RK1</u>	<u>5.000</u>
<u>2023</u>	<u>14,780,000.00</u>	<u>472682RH8</u>	<u>5.000</u>
<u>2042</u>	<u>220,005,000.00</u>	<u>472682RL9</u>	<u>6.000</u>
<u>2051</u>	<u>119,570,000.00</u>	<u>472682RN5</u>	<u>7.000</u>
<u>2053</u>	<u>399,995,000.00</u>	<u>472682RM7</u>	<u>6.500</u>

(e) **Date.** The Series 2013-D Warrants shall be dated as of the date of initial delivery of the Warrants.

(f) **Interest Payment Dates.** Interest on the Series 2013-D Warrants shall be payable in arrears on (i) ~~April 1~~ and ~~October 1~~ in each year, beginning on ~~April 1, 2014~~, 2014, and (ii) the Maturity Date.

(g) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Trustee shall pay interest to DTC, and interest payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Series 2013-D Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Interest Payment Date.

(h) **Computation of Interest Accrual.** The Series 2013-D Warrants shall bear interest from their date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Section. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(i) **Interest on Overdue Payments.** Interest shall be payable on overdue principal on the Series 2013-D Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Series 2013-D Warrants at the Post-Default Rate.

(j) **Execution and Authentication.** Physical certificates evidencing the Series 2013-D Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the ~~County~~ Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Series 2013-D Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-D Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-D Warrants. No Series 2013-D Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Series 2013-D Warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-D Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-D Warrant has been duly authenticated and delivered hereunder.

(k) **Currency for Payment.** Payment of Debt Service on the Series 2013-D Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.5 Specific Title and Terms of Series 2013-E Warrants

(a) **Title, Amount and Lien Status.** The fifth series of warrants issued hereunder shall be issued as Capital Appreciation Obligations and shall be entitled "Subordinate Lien Sewer Revenue Capital Appreciation

Warrants, Series 2013-E". The maximum Accreted Value of the Series 2013-E Warrants which may be Outstanding is limited to ~~[\$71,935,073.95]~~ \$222,695,000. The Series 2013-E Warrants shall be issued as Subordinate Lien Obligations.

(b) **Initial Principal Amount.** The Initial Principal Amount of the Series 2013-E Warrants shall be ~~[\$71,935,073.95]~~ \$50,271,496.05.

(c) **Form and Number; Authorized Denominations.** The Series 2013-E Warrants shall be issuable as registered warrants without coupons in Authorized Denominations. The Series 2013-E Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single physical certificate for all Series 2013-E Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-E Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.5(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Date.** The Series 2013-E Warrants shall be dated as of the date of initial delivery of the Warrants. The Compounding Dates applicable to the Series 2013-E Warrants shall be ~~{April 1}~~ and ~~{October 1}~~ of each year, commencing ~~{April 1, 2014}~~ 2014.

(e) **Accretion of Interest.** The Series 2013-E Warrants are payable only at maturity or upon optional redemption and will not pay interest on a current basis. The Series 2013-E Warrants shall accrete from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Maturity Date or earlier redemption at the effective per annum rate required to produce the yield to maturity indicated below:

Year of Maturity (October 1)	Initial Principal Amount	Yield to Maturity	{Accreted- Value of- \$5,000 at- Maturity}	Initial CUSIP Number
{2029}	[\$-			
	3,122,842.40}			
{2030}	[4,637,803.50}			
{2031}	[5,963,928.00}			
{2032}	[7,109,403.40}			
{2033}	[8,087,574.95}			
{2034}	[8,913,450.00}			
{2035}	[9,597,644.25}			
	[10,161,186.75			
{2036}	}			
	[10,604,189.70			
{2037}	}			
{2038}	[3,737,051.00}			

<u>Year of Maturity (October 1)</u>	<u>Initial Principal Amount</u>	<u>Yield to Maturity</u>	<u>Accreted Value at Maturity</u>	<u>Initial CUSIP Number</u>
<u>2028</u>	<u>\$2,710,212.25</u>	<u>7.500%</u>	<u>\$ 8,075,000.00</u>	<u>472682RW5</u>
<u>2029</u>	<u>4,134,832.20</u>	<u>7.600</u>	<u>13,465,000.00</u>	<u>472682RP0</u>
<u>2030</u>	<u>5,342,191.50</u>	<u>7.700</u>	<u>19,050,000.00</u>	<u>472682RQ8</u>
<u>2031</u>	<u>6,350,382.00</u>	<u>7.800</u>	<u>24,845,000.00</u>	<u>472682RR6</u>
<u>2032</u>	<u>7,232,469.75</u>	<u>7.850</u>	<u>30,825,000.00</u>	<u>472682RS4</u>
<u>2033</u>	<u>7,999,770.00</u>	<u>7.875</u>	<u>37,000,000.00</u>	<u>472682RT2</u>
<u>2034</u>	<u>6,231,842.80</u>	<u>7.920</u>	<u>31,420,000.00</u>	<u>472682RU9</u>
<u>2035</u>	<u>6,932,795.55</u>	<u>7.950</u>	<u>38,015,000.00</u>	<u>472682RV7</u>
<u>2036</u>	<u>3,337,000.00</u>	<u>8.000</u>	<u>20,000,000.00</u>	<u>472682RX3</u>

Calculation of accretion on the Series 2013-E Warrants shall be performed on the basis of a 360-day year with 12 months of 30 days each. †A schedule of compound accreted values at six month intervals for each maturity of the Series 2013-E Warrants from issuance to the applicable Maturity Date is set forth in **Exhibit 5.5(e)**.‡ Accretion between such dates shall be determined using linear interpolation.

(f) **Person to Whom Accreted Value Payable.** If the Book Entry System is in effect, the Trustee shall pay the Accreted Value on the Series 2013-E Warrants due on the Maturity Date or earlier redemption to DTC, and the Accreted Value of the Series 2013-E Warrants shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the Accreted Value due on the Maturity Date or earlier redemption for the Series 2013-E Warrants shall be payable to the Holders of such Series 2013-E Warrants on the date of payment of the Series 2013-E Warrants.

(g) **Interest on Overdue Payments.** Interest shall be payable on overdue Accreted Value of the Series 2013-E Warrants at the Post-Default Rate.

(h) **Execution and Authentication.** Physical certificates evidencing the Series 2013-E Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the County Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Series 2013-E Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-E Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-E Warrants. No Series 2013-E Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-E Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-E Warrant has been duly authenticated and delivered hereunder.

(i) **Currency for Payment.** Payment of Debt Service on the Series 2013-E Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.6 Specific Title and Terms of Series 2013-F Warrants

(a) **Title, Amount and Lien Status.** The sixth series of warrants issued hereunder shall be issued as Convertible Capital Appreciation Obligations and shall be entitled "Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-F". The aggregate principal amount of the Series 2013-F Warrants which may be Outstanding is limited to ~~†\$416,317,273†~~ \$686,355,000. The Series 2013-F Warrants shall be issued as Subordinate Lien Obligations.

(b) **Initial Principal Amount.** The Initial Principal Amount of the Series 2013-F Warrants shall be ~~[\$416,317,273]~~ \$324,297,135.75.

(c) **Form and Number; Authorized Denominations.** The Series 2013-F Warrants shall be issuable as registered warrants without coupons in Authorized Denominations. The Series 2013-F Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single physical certificate for all Series 2013-F Warrants of the same Tenor shall be delivered to the Trustee. The Series 2013-F Warrants and the certificate of authentication shall be substantially as set forth in *Exhibit 5.6(c)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture.

(d) **Dates.** The Series 2013-F Warrants shall be dated as of the date of initial delivery of the Warrants. The Compounding Dates applicable to the Series 2013-F Warrants shall be ~~{April 1}~~ and ~~{October 1}~~ of each year, commencing ~~{April 1, 2014}~~ 2014. The Current Interest Commencement Date applicable to the Series 2013-F Warrants shall be ~~_____~~ October 1, 2023.

(e) **Accretion of Interest.** Prior to the Current Interest Commencement Date, the Series 2013-F Warrants will not pay interest on a current basis. The Series 2013-F Warrants shall accrete from and including the date of initial delivery, compounded semiannually on each Compounding Date, until, but not including, the Current Interest Commencement Date at the effective per annum rate required to produce the yield and Accreted Value indicated below:

<u>Year of Maturity (October 1)</u>	<u>Initial Principal Amount</u>	<u>Yield to Current Interest Commencement Date</u>	<u>Accreted Value on Current Interest Commencement Date</u>	<u>Initial CUSIP Number</u>
{2038}	[\$21,968,946.80]			
{2039}	{38,709,204.70}			
{2040}	{45,205,079.40}			
{2041}	{45,001,195.20}			
{2042}	{2,187,010.80}			
{2043}	{21,081,489.00}			
{2044}	{25,853,080.10}			
{2045}	{30,715,465.00}			
{2046}	{36,419,071.90}			
{2047}	{42,204,805.50}			
{2048}	{49,048,179.50}			
{2049}	{55,903,397.50}			
{2050}	{2,020,347.60}			

<u>Year of Maturity (October 1)</u>	<u>Initial Principal Amount</u>	<u>Yield to Current Interest Commencement Date</u>	<u>Accreted Value on Current Interest Commencement Date</u>	<u>Initial CUSIP Number</u>
<u>2039</u>	<u>\$ 66,636,575.00</u>	<u>7.500%</u>	<u>\$137,395,000.00</u>	<u>472682RZ8</u>
<u>2046</u>	<u>92,828,295.25</u>	<u>7.750</u>	<u>195,985,000.00</u>	<u>472682SA2</u>
<u>2050</u>	<u>164,832,265.50</u>	<u>7.900</u>	<u>352,975,000.00</u>	<u>472682RY1</u>

Calculation of accretion on the Series 2013-F Warrants shall be performed on the basis of a 360-day year consisting of 12 consecutive 30-day months. ~~{A schedule of compound accreted values at six month intervals for each~~

maturity of the Series 2013-F Warrants from issuance to the Current Interest Commencement Date is set forth in **Exhibit 5.6(e)**. Accretion between such dates shall be determined using linear interpolation.

(f) **Conversion from Accretion to Current Interest Rate Accrual.** On the Current Interest Commencement Date, the Accreted Value of the Series 2013-F Warrants shall be fixed as the principal amount of such Warrants, and the Series 2013-F Warrants shall not accrete in value from such date. On and after the Current Interest Commencement Date, principal of and interest on the Series 2013-F Warrants shall be paid currently in accordance with the schedule contained in **Section 5.6(g)** on the dates specified in **Section 5.6(h)**.

(g) **Maturity Dates and Interest Rates.** From the Current Interest Commencement Date, the Series 2013-F Warrants shall bear interest at fixed interest rates and shall mature on ~~October 1~~ October 1 in the years and amounts and bear interest at the rates per annum as follows:

Year of Maturity (October 1)	Principal Amount Maturing	Initial CUSIP Number	Applicable Interest Rate
<u>2039</u>	<u>\$137,395,000.00</u>	<u>472682RZ8</u>	<u>7.500%</u>
<u>2046</u>	<u>195,985,000.00</u>	<u>472682SA2</u>	<u>7.750</u>
<u>2050</u>	<u>352,975,000.00</u>	<u>472682RY1</u>	<u>7.900</u>

(h) **Interest Payment Dates.** From the Current Interest Commencement Date, interest on the Series 2013-F Warrants shall be payable in arrears on (i) ~~April 1~~ and ~~October 1~~ in each year, beginning on ~~April 1, 2014~~, 2024, and (ii) the Maturity Date.

(i) **Person to Whom Interest Payable.** From and after the Current Interest Commencement Date, if the Book Entry System is in effect, the Trustee shall pay interest to DTC, and interest payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Series 2013-F Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Interest Payment Date.

(j) **Computation of Interest Accrual.** On and after the Current Interest Commencement Date, the Series 2013-F Warrants shall bear interest from the Current Interest Commencement Date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in **Section 5.6(g)** above. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(k) **Interest on Overdue Payments.** Prior to the Current Interest Commencement Date, interest shall be payable on overdue Accreted Value of the Series 2013-F Warrants at the Post-Default Rate. From and after the Current Interest Commencement Date, interest shall be payable on overdue principal of the Series 2013-F Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Series 2013-F Warrants at the Post-Default Rate.

(l) **Execution and Authentication.** Physical certificates evidencing the Series 2013-F Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the ~~County~~ Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of any of these officers on the Series 2013-F Warrants may be manual or, to the extent permitted by law, facsimile. Series 2013-F Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding the fact that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2013-F Warrants. No Series 2013-F Warrant shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such warrant a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Series 2013-F

Warrant shall be conclusive evidence, and the only evidence, that such Series 2013-F Warrant has been duly authenticated and delivered hereunder.

(m) **Currency for Payment.** Payment of Debt Service on the Series 2013-F Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 5.7 Proceeds From Sale of Warrants

(a) The proceeds from the sale of the Warrants to the original purchaser or purchasers thereof shall be deposited initially into the Series 2013 Clearing Account and shall then be applied as follows:

(1) *First*, the amounts to be used under the Confirmed Plan of Adjustment for the retirement or payment of past due debt service on the Retired Warrants shall be paid to the Retired Warrants Trustee.

(2) *Second*, the amount necessary to pay the Series 2013 Insurer its premium for issuance of the Series 2013 Insurance Policy shall be paid to the Series 2013 Insurer.

(3) *Third*, the remaining proceeds of the Warrants shall be deposited in the Costs of Issuance Fund.

(b) The amount of proceeds from each series of Warrants to be applied to each purpose identified in this Section shall be specified by directions from an Authorized Issuer Representative delivered to the Trustee on the date of issuance of the Warrants.

(c) Funds received from the Retired Warrants Trustee pursuant to the Confirmed Plan of Adjustment shall be deposited initially into the Series 2013 Clearing Account and shall then be applied as specified by directions from an Authorized Issuer Representative delivered to the Trustee on the date of issuance of the Warrants.

(d) Proceeds from the sale of the Warrants deposited in the Series 2013 Clearing Account shall be subject to the lien of this Indenture pursuant to *Section 3.1(a)(3)*.

ARTICLE 6

Repurchases and Tenders

SECTION 6.1 No Optional Tender Rights for Holders

The Holders of the Warrants will not have the right or the obligation to tender Warrants for purchase by the Issuer.

SECTION 6.2 Purchase or Tender for Cancellation

(a) The Issuer may, at its sole option, purchase any Secured Obligations made available to it by whatever means, or solicit or make tender offer(s) for the purchase of any Secured Obligations, whether directly or through securities dealers. The Issuer may exercise this option with respect to all or less than all of a particular series or maturity of Secured Obligations and whether or not Secured Obligations which the Issuer may seek to acquire are subject to optional redemption. Any Secured Obligations so purchased may be delivered by the Issuer to the Trustee for cancellation, and upon such delivery and cancellation, shall no longer be Outstanding. The Issuer may exercise the option granted in this ~~section~~[Section](#) through whatever means are legally available to the Issuer.

(b) Notwithstanding any provision of *Section 6.2(a)*, so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, (1) the provisions of this Section shall be subject in all respects to *Section 15.5*, and (2) any Insured Series 2013 Warrants so purchased by the Issuer shall be delivered to the Trustee for cancellation.

ARTICLE 7

Redemption of Warrants

SECTION 7.1 Redemption Provisions

The Warrants shall be subject to redemption prior to maturity as follows:

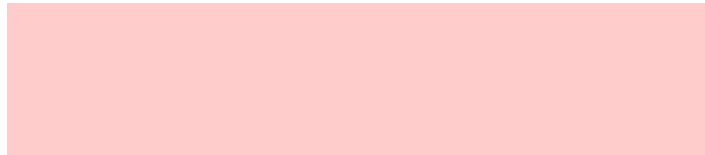
(a) **Optional Redemption of Series 2013-A Warrants.** Any Series 2013-A Warrant that matures after ~~December~~October 1, 2023] may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after ~~December~~October 1, 2023] at a redemption price ~~equal to []~~ ~~([])~~ ([]) (expressed as a percentage of the principal amount ~~of such Warrant to be redeemed~~) as set forth in the following table, plus accrued interest thereon to the date of redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
<u>October 1, 2023 through September 30, 2024</u>	<u>102%</u>
<u>October 1, 2024 through September 30, 2025</u>	<u>101%</u>
<u>October 1, 2025 and thereafter</u>	<u>100%</u>

(b) **Scheduled Mandatory Redemption of Series 2013-A Term Warrants.** The Series 2013-A Warrants maturing in ~~[]~~2044, 2048 and ~~[]~~2053 (collectively, the “Series 2013-A Term Warrants”) shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on the dates and in the principal amounts (after credit as provided below) as follows:

Series 2013-A Term Warrants Maturing in ~~Year 1~~2044

Redemption Date (<u>October</u> 1)	Principal Amount to be Redeemed
--	--



<u>2043</u>	<u>\$34,915,000</u>
<u>2044</u>	<u>36,660,000</u> (maturity)

Series 2013-A Term Warrants Maturing in ~~Year 2~~2048

Redemption Date (<u>October</u> 1)	Principal Amount to be Redeemed
--	--



<u>2046</u>	<u>\$29,300,000</u>
<u>2047</u>	<u>43,425,000</u>
<u>2048</u>	<u>45,705,000</u> (maturity)

Series 2013-A Term Warrants Maturing in 2053

<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2050</u>	<u>\$32,285,000</u>
<u>2051</u>	<u>54,520,000</u>
<u>2052</u>	<u>57,515,000</u>
<u>2053</u>	<u>60,680,000 (maturity)</u>

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Trustee shall select affected Series 2013-A Term Warrants for redemption by lot; provided, however, that the Issuer may, at its discretion by timely notice delivered to the Trustee, direct that any or all of the following amounts be credited against the principal amount of Series 2013-A Term Warrants scheduled for redemption on such date: (i) the principal amount of Series 2013-A Term Warrants of such Tenor delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; (ii) the principal amount of Series 2013-A Term Warrants of such Tenor previously redeemed (other than Series 2013-A Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Series 2013-A Term Warrants of such Tenor otherwise Defeased and not previously claimed as a credit.

(c) **Optional Redemption of Series 2013-B Warrants.** Any Series 2013-B Warrant that matures after ~~December~~October 1, 2023] may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after ~~December~~October 1, 2023] at a redemption price equal to []% of the (expressed as a percentage of Accreted Value of such Series 2013-B Warrant as of to be redeemed) as set forth in the following table, plus accrued interest thereon to the date of redemption-;

<u>Redemption Date</u>	<u>Redemption Price</u>
<u>October 1, 2023 through September 30, 2035</u>	<u>105%</u>
<u>October 1, 2035 through September 30, 2036</u>	<u>102.5%</u>
<u>October 1, 2036 and thereafter</u>	<u>100%</u>

(d) **Optional Redemption of Series 2013-C Warrants.** Any Series 2013-C Warrant that matures after ~~December~~October 1, 2023] may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after ~~December 1, 2023]~~October 1, 2023 at a redemption price (expressed as a percentage of the principal amount to be redeemed) as set forth in the following table, plus accrued interest thereon to the date of redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
<u>October 1, 2023 through September 30, 2034</u>	<u>105%</u>
<u>October 1, 2034 through September 30, 2035</u>	<u>104%</u>
<u>October 1, 2035 through September 30, 2036</u>	<u>103%</u>
<u>October 1, 2036 through September 30, 2037</u>	<u>102%</u>
<u>October 1, 2037 through September 30, 2038</u>	<u>101%</u>
<u>October 1, 2038 and thereafter</u>	<u>100%</u>

(e) **Scheduled Mandatory Redemption of Series 2013-C Term Warrants.** The Series 2013-C Warrants maturing in 2038, 2042, 2046 and 2050 (collectively, the “Series 2013-C Term Warrants”) shall be redeemed, at a redemption price equal to [] ([]100% of the principal amount of such Warrant to be redeemed) plus accrued interest thereon to the date of redemption- date, on the dates and in the principal amounts (after credit as provided below) as follows:

Series 2013-C Term Warrants Maturing in 2038

<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2037</u>	<u>\$23,840,000</u>
<u>2038</u>	<u>25,385,000 (maturity)</u>

Series 2013-C Term Warrants Maturing in 2042

<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2039</u>	<u>\$27,040,000</u>
<u>2040</u>	<u>28,820,000</u>
<u>2041</u>	<u>30,725,000</u>
<u>2042</u>	<u>32,750,000 (maturity)</u>

Series 2013-C Term Warrants Maturing in 2046

<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2045</u>	<u>\$38,490,000</u>
<u>2046</u>	<u>11,790,000 (maturity)</u>

Series 2013-C Term Warrants Maturing in 2050

<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2049</u>	<u>\$48,100,000</u>
<u>2050</u>	<u>19,140,000 (maturity)</u>

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Trustee shall select affected Series 2013-C Term Warrants for redemption by lot; provided, however, that the Issuer may, at its discretion by timely notice delivered to the Trustee, direct that any or all of the following amounts be credited against the principal amount of Series 2013-C Term Warrants scheduled for redemption on such date: (i) the principal amount of Series 2013-C Term Warrants of such Tenor delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; (ii) the principal amount of Series 2013-C Term Warrants of such Tenor previously redeemed (other than Series 2013-C Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Series 2013-C Term Warrants of such Tenor otherwise Defeased and not previously claimed as a credit.

(f) **Optional Redemption of Series 2013-D Warrants.** Any Series 2013-D Warrant that matures after October 1, 2023 may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after October 1, 2023 at a redemption price (expressed as a percentage of the principal amount to be redeemed) as set forth in the following table, plus accrued interest thereon to the date of redemption;

(e) ~~Optional Redemption of Series 2013-D Warrants.~~ Any Series 2013-D Warrant that matures after ~~December 1, 2023~~ may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after ~~December 1, 2023~~ at a redemption price equal to ~~[]~~ (~~[]~~% of the principal amount of such Warrant redeemed) plus accrued interest thereon to the date of redemption.

<u>Redemption Date</u>	<u>Redemption Price</u>
<u>October 1, 2023 through September 30, 2024</u>	<u>105%</u>
<u>October 1, 2024 through September 30, 2025</u>	<u>104%</u>
<u>October 1, 2025 through September 30, 2026</u>	<u>103%</u>
<u>October 1, 2026 through September 30, 2027</u>	<u>102%</u>
<u>October 1, 2027 through September 30, 2028</u>	<u>101%</u>
<u>October 1, 2028 and thereafter</u>	<u>100%</u>

(g) Scheduled Mandatory Redemption of Series 2013-D Term Warrants. The Series 2013-D Warrants maturing in 2042, 2051 and 2053 (collectively, the “Series 2013-D Term Warrants”) shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on the dates and in the principal amounts (after credit as provided below) as follows:

(f) ~~Scheduled Mandatory Redemption of Series 2013-D Term Warrants.~~ The Series 2013-D Warrants maturing in ~~[]~~ and ~~[]~~ (collectively, the “Series 2013-D Term Warrants”) shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on the dates and in the principal amounts (after credit as provided below) as follows:

<u>Series 2013-D Term Warrants Maturing in 2042</u>	
<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2038</u>	<u>\$37,500,000</u>
<u>2039</u>	<u>40,505,000</u>
<u>2040</u>	<u>43,740,000</u>
<u>2041</u>	<u>47,240,000</u>
<u>2042</u>	<u>51,020,000 (maturity)</u>

Series 2013-D Term Warrants Maturing in ~~{Year 1}~~2051

<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2050</u>	<u>\$42,940,000</u>
<u>2051</u>	<u>76,630,000 (maturity)</u>

Series 2013-D Term Warrants Maturing in ~~Year 2~~2053

Redemption Date	Principal Amount to be Redeemed
(<u>October 1</u>)	

<u>2051</u>	<u>\$ 63,395,000</u>
<u>2052</u>	<u>158,310,000</u>
<u>2053</u>	<u>178,290,000</u> (maturity)

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Trustee shall select affected Series 2013-D Term Warrants for redemption by lot; provided, however, that the Issuer may, at its discretion by timely notice delivered to the Trustee, direct that any or all of the following amounts be credited against the principal amount of Series 2013-D Term Warrants scheduled for redemption on such date: (i) the principal amount of Series 2013-D Term Warrants of such Tenor delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; (ii) the principal amount of Series 2013-D Term Warrants of such Tenor previously redeemed (other than Series 2013-D Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Series 2013-D Term Warrants of such Tenor otherwise Defeased and not previously claimed as a credit.

~~(g) **Optional Redemption of Series 2013-E Warrants.** Any Series 2013-E Warrant that matures after ~~December 1, 2023~~ may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after ~~December 1, 2023~~ at a redemption price equal to ~~[]~~% of the Accreted Value of such Series 2013-E Warrant as of the date of redemption.~~

(h) **Optional Redemption of Series 2013-~~FE~~ Warrants.** Any Series 2013-~~FE~~ Warrant that matures after ~~December~~October 1, 2023 may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after ~~December 1, 2023~~October 1, 2023 at a redemption price (expressed as a percentage of Accreted Value to be redeemed) as set forth in the following table, plus accrued interest thereon to the date of redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
<u>October 1, 2023 through September 30, 2035</u>	<u>105%</u>
<u>October 1, 2035 through September 30, 2036</u>	<u>102.5%</u>
<u>October 1, 2036 and thereafter</u>	<u>100%</u>

(i) **Optional Redemption of Series 2013-F Warrants.** Any Series 2013-F Warrant that matures after October 1, 2023 may be redeemed at the option and direction of the Issuer in whole or in part on any Business Day on or after October 1, 2023 at a redemption price (expressed as a percentage of the principal amount to be redeemed) as set forth in the following table plus accrued interest thereon to the date of redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
<u>October 1, 2023 through September 30, 2034</u>	<u>105%</u>
<u>October 1, 2034 through September 30, 2035</u>	<u>104%</u>
<u>October 1, 2035 through September 30, 2036</u>	<u>103%</u>
<u>October 1, 2036 through September 30, 2037</u>	<u>102%</u>
<u>October 1, 2037 through September 30, 2038</u>	<u>101%</u>
<u>October 1, 2038 and thereafter</u>	<u>100%</u>

(j) Scheduled Mandatory Redemption of Series 2013-F Term Warrants. The Series 2013-F Warrants maturing in 2039, 2046 and 2050 (collectively, the “Series 2013-F Term Warrants”) shall be redeemed, at a redemption price equal to ~~100%~~ ~~(100%)~~ 100% of the principal amount ~~of such Warrant to be redeemed~~ plus accrued interest thereon to the ~~date of redemption~~ date, on the dates and in the principal amounts (after credit as provided below) as follows:

<u>Series 2013-F Term Warrants Maturing in 2039</u>	
<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2036</u>	<u>\$24,870,000</u>
<u>2037</u>	<u>53,825,000</u>
<u>2038</u>	<u>27,720,000</u>
<u>2039</u>	<u>30,980,000 (maturity)</u>

<u>Series 2013-F Term Warrants Maturing in 2046</u>	
<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2043</u>	<u>\$34,230,000</u>
<u>2044</u>	<u>43,445,000</u>
<u>2045</u>	<u>53,575,000</u>
<u>2046</u>	<u>64,735,000 (maturity)</u>

<u>Series 2013-F Term Warrants Maturing in 2050</u>	
<u>Redemption Date (October 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2047</u>	<u>\$ 77,090,000</u>
<u>2048</u>	<u>90,745,000</u>
<u>2049</u>	<u>105,805,000</u>
<u>2050</u>	<u>79,335,000 (maturity)</u>

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Trustee shall select affected Series 2013-F Term Warrants for redemption by lot; provided, however, that the Issuer may, at its discretion by timely notice delivered to the Trustee, direct that any or all of the following amounts be credited against the principal amount of Series 2013-F Term Warrants scheduled for redemption on such date: (i) the principal amount of Series 2013-F Term Warrants of such Tenor delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; (ii) the principal amount of Series 2013-F Term Warrants of such Tenor previously redeemed (other than Series 2013-F Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Series 2013-F Term Warrants of such Tenor otherwise Defeased and not previously claimed as a credit.

(k) **Limitation on Optional Redemption of Warrants.** Notwithstanding any provision of this Section, so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, the provisions of *Sections 7.1(a), (c), (d), (ef), (gl)* and *(hi)* shall be subject in all respects to *Section 15.5*.

SECTION 7.2 Mandatory Redemption

Warrants shall be redeemed in accordance with the applicable mandatory redemption provisions without any direction from or consent by the Issuer. Unless the date fixed for such mandatory redemption is otherwise specified by this Indenture, the Trustee shall select the date for mandatory redemption, subject to the provisions of this Indenture with respect to the permitted period for such redemption.

SECTION 7.3 Election to Redeem

The election of the Issuer to exercise any right of optional redemption of the Warrants shall be authorized by resolution of the Commission and shall be evidenced by notice from an Authorized Issuer Representative to the Trustee at least three Business Days prior to the date when notice of the redemption must be given to Holders (unless a shorter notice is acceptable to the Trustee). An election to redeem shall specify (i) the principal amount or Accreted Value of Warrants to be redeemed (if less than all Warrants Outstanding are to be redeemed pursuant to such option), (ii) the Tenor of Warrants to be redeemed, (iii) the redemption date, and (iv) any conditions to such redemption specified in accordance with the provisions of *Section 7.5(d)*.

SECTION 7.4 Selection by Trustee of Warrants to be Redeemed

(a) Except as otherwise provided in the specific redemption provisions for the Warrants, if less than all Warrants Outstanding are to be redeemed, the principal amount or Accreted Value of Warrants of each Tenor to be redeemed may be specified by the Issuer by notice delivered to the Trustee not less than three Business Days prior to the date when the Trustee must give notice of the redemption to Holders (unless a shorter notice is acceptable to the Trustee), or, in the absence of timely receipt by the Trustee of such notice, shall be determined in accordance with the Book Entry System or, if the Book Entry System is no longer in effect, by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount or Accreted Value of Warrants of each Tenor to be redeemed may not be larger than the principal amount or Accreted Value of Warrants of such Tenor then eligible for redemption and may not be smaller than the smallest Authorized Denomination.

(b) Except as otherwise provided in the specific redemption provisions for the Warrants, if less than all Warrants with the same Tenor are to be redeemed, the particular Warrants of such Tenor to be redeemed shall be selected from the Outstanding Warrants of such Tenor then eligible for redemption in accordance with the Book Entry System or, if the Book Entry System is no longer in effect, by lot or by such other method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (in Authorized Denominations) of the principal or Accreted Value of Warrants of such Tenor of a denomination larger than the smallest Authorized Denomination.

(c) The Trustee shall promptly notify the Issuer of the Warrants selected for redemption and, in the case of any Warrant selected for partial redemption, the principal amount or Accreted Value thereof to be redeemed.

(d) For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal or Accreted Value of such Warrant which has been or is to be redeemed.

SECTION 7.5 Notice of Redemption

(a) Notice of redemption shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of DTC. If the Book Entry System is not in effect, notice of redemption shall be given to Holders by certified mail.

(b) All notices of redemption shall state:

(1) the redemption date,

- (2) the redemption price,
- (3) the principal amount or Accreted Value of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts or Accreted Values) of the Warrants to be redeemed,
- (4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue or accrete from and after said date, and
- (5) any conditions to such redemption specified in accordance with the provisions of *Section 7.5(d)*.

(c) Notice of optional redemption shall be given by the Trustee on behalf of the Issuer unless the Issuer elects to give such notice itself. If the Issuer gives notice of optional redemption, it shall deliver a copy of such notice to the Trustee on the following Business Day. Notice of redemption of Warrants in accordance with the scheduled mandatory redemption provisions of the Warrants shall be given by the Trustee on behalf of the Issuer without any notice to, or consent of, the Issuer.

(d) A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Warrants (or portions thereof) identified in such notice, and any Warrants surrendered on the specified redemption date shall be returned to the Holders of such Warrants.

SECTION 7.6 Deposit of Redemption Price

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

SECTION 7.7 Warrants Payable on Redemption Date

If notice of redemption is given and any conditions to such redemption specified pursuant to *Section 7.5(d)* are met, the Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest.

SECTION 7.8 Warrants Redeemed in Part

(a) If the Book Entry System is in effect, partial redemption of any Warrant shall be effected in accordance with the Book Entry System.

(b) If the Book Entry System has been terminated, any Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount or Accreted Value equal to and in exchange for the unredeemed portion of the principal or Accreted Value of the Warrant surrendered.

SECTION 7.9 Purchase of Callable Warrants in Lieu of Redemption

(a) The Issuer shall have the option to purchase Callable Warrants in lieu of optional redemption either directly or through a nominee designated by the Issuer. If a Callable Warrant has been called for optional redemption, the Issuer may exercise its right of purchase by delivery to the Trustee on or prior to the Business Day

preceding the optional redemption date of written notice from the Issuer specifying that the Callable Warrants shall not be redeemed, but instead shall be purchased pursuant to this Section. If the Issuer desires to effect its right of purchase through a nominee, the written notice shall specify the Issuer's nominee and that the nominee is acting on behalf of the Issuer. Upon delivery of such notice from the Issuer, the Callable Warrants shall not be redeemed, but shall instead be subject to mandatory tender on the date that would have been the optional redemption date at a purchase price equal to the redemption price that would have been payable with respect to such Callable Warrants. The Issuer's option to purchase pursuant to this Section shall be effective whether or not the notice of optional redemption sent to Warrantholders indicates that the Issuer has exercised, or intends to exercise, such option. No further or additional notice to Warrantholders shall be required in connection with the purchase in lieu of redemption. The Callable Warrants purchased pursuant to this Section (i) shall not be cancelled or retired, but shall continue to be Outstanding, (ii) shall be delivered to, or as directed by, the Issuer, (iii) shall continue to bear interest or accrete value at the rate provided for in this Indenture, and (iv) may not be resold by the Issuer or its nominee without first delivering a Favorable Tax Opinion to the Trustee.

(b) Notwithstanding any provision of this *Section 7.9*, so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, (1) the provisions of this Section shall be subject in all respects to *Section 15.5*, and (2) any Callable Warrant that is an Insured Series 2013 Warrant shall be cancelled upon purchase.

ARTICLE 8

Additional Secured Obligations

SECTION 8.1 Authorization of Additional Secured Obligations

(a) The Issuer reserves the right to issue additional debt obligations secured by the General Trust Estate if (i) no Indenture Default exists and (ii) the Issuer complies with the terms and conditions of this Article. Such additional debt obligations shall be Secured Obligations.

(b) Contemporaneously with this Indenture, the Issuer has authorized for future issuance the Reserve Fund Warrants pursuant to the First Supplemental Indenture as additional Secured Obligations. Notwithstanding any provision of this Indenture to the contrary, the Reserve Fund Warrants shall not be subject to the provisions of *Sections 8.1(a)(i), 8.1(c), 8.2(a)(2), 8.2(a)(3) and 8.2(a)(4)*.

(c) Notwithstanding any other provision of this *Article 8*, for so long as the Warrants are Outstanding, the Issuer may not issue additional Secured Obligations that are Senior Lien Obligations, unless both of the following provisions are satisfied:

(1) The additional Secured Obligations proposed to be issued as Senior Lien Obligations are issued for the purpose of refinancing existing Senior Lien Obligations; and

(2) The additional Secured Obligations proposed to be issued as Senior Lien Obligations do not provide for Debt Service Requirements in any Fiscal Year in which existing Senior Lien Obligations are Outstanding in amounts in excess of the existing Debt Service Requirements for the Senior Lien Obligations to be refinanced by the proposed additional Secured Obligations.

When the Warrants are no longer Outstanding, the provisions of this *Section 8.1(c)* shall no longer apply to the issuance of additional Secured Obligations.

SECTION 8.2 Conditions to Issuance of Additional Secured Obligations

(a) The Issuer must deliver the following documentation to the Trustee prior to the issuance of additional Secured Obligations:

(1) **Supplemental Indenture.** The Issuer must deliver to the Trustee a Supplemental Indenture authorizing the issuance of additional Secured Obligations that meets each of the following requirements:

(A) The Supplemental Indenture shall be in the form of a supplement to this Indenture, and the Trustee under this Indenture must also be the trustee under the Supplemental Indenture. The Supplemental Indenture shall require that a certificate of authentication be included on each Secured Obligation, which shall be executed by the Trustee.

(B) The Supplemental Indenture shall designate the additional Secured Obligations as Senior Lien Obligations or Subordinate Lien Obligations. Such designation shall be noted on the certificate of authentication executed by the Trustee for such Secured Obligations. No Secured Obligations may be issued with a superior priority of lien to the Senior Lien Obligations hereunder.

(C) The Supplemental Indenture must provide the pricing terms of the Secured Obligations, including the principal amount, maturities, interest rates, principal and interest payment dates, and redemption or prepayment features. The Supplemental Indenture may also contain provisions for optional or mandatory tender for purchase and other provisions that are not contrary to, or prohibited by, the terms of this Indenture. The Supplemental Indenture may adopt by reference any portion of this Indenture relating to the form of the Secured Obligations, including provisions for transfer, exchange and payment, or may provide separate terms for such provisions.

(D) *Article 11* of this Indenture shall control for all Secured Obligations.

(E) The Supplemental Indenture may provide for Credit Enhancement for the benefit of such Secured Obligations, but the rights of the provider of such Credit Enhancement shall be limited as provided in *Section 9.2* and *Section 16.5*.

(F) The Supplemental Indenture shall establish a Senior Lien Debt Service Fund for payment of Debt Service on Senior Lien Obligations authorized by such Supplemental Indenture and shall establish a Subordinate Lien Debt Service Fund for payment of Subordinate Lien Obligations authorized by such Supplemental Indenture. Deposits to any such Secured Obligation Debt Service Fund shall be subject to the terms and conditions of *Section 9.2(a)(1)* or *(3)*, as the case may be. Any such Secured Obligation Debt Service Funds shall be part of the Trust Estate that is for the sole benefit of the related Secured Obligations.

(G) The Supplemental Indenture may establish a Senior Lien Reserve Fund to secure payment of Debt Service on Senior Lien Obligations authorized by such Supplemental Indenture and may establish a Subordinate Lien Reserve Fund to secure payment of Subordinate Lien Obligations authorized by such Supplemental Indenture. The Issuer may make an initial deposit to any such Secured Obligation Reserve Funds from (i) proceeds of such Secured Obligations, (ii) money on deposit in the Capital Improvement Fund, or (iii) other funds legally available to the Issuer. The Supplemental Indenture may require monthly transfers from the Revenue Fund to such Secured Obligation Reserve Funds as necessary to accumulate, maintain or restore the required balance in such Secured Obligation Reserve Funds; provided, however, that (i) the required balance may not exceed 10% of the principal amount of such Secured Obligations (as specified in such Supplemental Indenture) and (ii) monthly deposits to accumulate, maintain or restore the required balance may not exceed 1/12 of the required balance.

(H) The Supplemental Indenture shall designate the Secured Obligation Debt Service Funds and any Secured Obligation Reserve Funds established for any such series of Secured Obligations as part of the Trust Estate that is for the sole benefit of such Secured Obligations.

(2) **Coverage Requirements.** Subject to *Section 8.1(b)*, the Issuer must demonstrate compliance with each of following three tests as provided in paragraphs (A), (B) and (C) of this *Section 8.2(a)(2)*:

(A) *Historical Compliance.* The Issuer shall deliver to the Trustee a certificate signed by an Authorized Issuer Representative and an Independent Certified Public Accountant containing (i) the actual ~~amounts of Net Income Available for Senior Lien Debt Service and Net Income Available for Subordinate Lien Debt Service~~ amount of Net Revenues realized by the System in the most recently completed audited Fiscal Year, (ii) the actual Debt Service Requirements due and payable during such Fiscal Year on both Senior Lien Obligations and Subordinate Lien Obligations, and (iii) a calculation proving the resulting coverage ratios satisfy the Required Coverage Ratios.

(B) *Historical Pro Forma Test Assuming Issuance of Additional Secured Obligations.* The Issuer shall deliver to the Trustee a certificate signed by an Authorized Issuer Representative and an Independent Certified Public Accountant containing (i) the projected amounts of Net ~~Income Available for Senior Lien Debt Service and Net Income Available for Subordinate Lien Debt Service~~ Revenues realized by the System in the most recently completed audited Fiscal Year as modified by this paragraph, (ii) the projected Debt Service Requirements due and payable during such Fiscal Year on both then currently outstanding Senior Lien Obligations and Subordinate Lien Obligations and the additional Secured Obligations to be issued (as specified in this paragraph), and (iii) a calculation proving the resulting coverage ratios satisfy the Required Coverage Ratios. For purposes of the calculations required by clause (i) of this paragraph, if the Issuer adopted a revised schedule of rates and charges for System services after the beginning of the prior audited Fiscal Year (or during the then current Fiscal Year) that are in effect as of the date of calculation, the Issuer and the Independent Certified Public Accountant shall take such rates into account in computing Net ~~Income Available for Senior Lien Debt Service and Net Income Available for Subordinate Lien Debt Service~~ Revenues realized by the System as if such rates had actually been in effect for the entire prior audited Fiscal Year. For purposes of the calculations required by clause (ii) of this paragraph, the calculation of the Debt Service Requirements for the additional Secured Obligations to be issued shall be based upon the Debt Service Requirements for the first twelve months such additional Secured Obligations are outstanding.

(C) *Forecast Test.* The Issuer shall deliver to the Trustee a report of an Authorized Issuer Representative forecasting (i) the ~~amounts of Net Income Available for Senior Lien Debt Service and Net Income Available for Subordinate Lien Debt Service~~ amount of Net Revenues expected to be realized by the System in the then current and each of the following four Fiscal Years, based on rates and charges for the System already adopted by the Issuer and in effect on the date of calculation, (ii) the projected Debt Service Requirements on both Senior Lien Obligations and Subordinate Lien Obligations in the then current and each of the following four Fiscal Years (taking into account the additional Secured Obligations to be issued), and (iii) the resulting coverage ratios (calculated in accordance with the Required Coverage Ratios). For purposes of the calculations required by clause (i) of this paragraph, (a) the Issuer may also take into account any increase in revenues reasonably projected by implementation of any improvements to the System financed with the proceeds of such additional Secured Obligations after such improvements are placed into service, and (b) the Issuer may also take into account any increase in rates charged for System services reasonably expected to be implemented by the Issuer during the then current or any of the following four Fiscal Years. For purposes of the calculations required by clause (ii) of this paragraph, the Issuer shall take into account Debt Service Requirements on additional Secured Obligations reasonably expected to be issued during the then current or the following four Fiscal Years as if such additional Secured Obligations (x) were issued within such time period, (y) have amortization schedules similar to and (z) bear interest at the same rate as the additional Secured Obligations for which the calculations required by this paragraph are made.

Notwithstanding the foregoing, additional Secured Obligations may be issued or incurred to refinance Outstanding Secured Obligations without compliance with the foregoing tests if, after giving effect to the application of the proceeds of such refunding Secured Obligations, Debt Service Requirements on all Secured Obligations outstanding on the date of issuance or incurrence of such refunding Secured Obligations (but excluding the refinanced Secured Obligations) will not be increased in the then current or any future Fiscal Year in which any Secured Obligations not being refunded are Outstanding.

(3) **Opinion of Counsel.** The Issuer must deliver to the Trustee (A) a Favorable Tax Opinion with respect to the issuance of the additional Secured Obligations, and (B) an Opinion of Counsel stating in effect that the documentation delivered to the Trustee complies in form and scope with the requirements of this *Article 8*, provided, however, that the delivery of such Opinion of Counsel shall not be construed as a verification by such Counsel of financial data, expectations or estimates contained in the supporting documentation delivered to the Trustee.

(4) **Certificate of Issuer.** The Issuer must deliver to the Trustee a certificate of an Authorized Issuer Representative stating in effect that (A) no Indenture Default exists, (B) the issuance of the additional Secured Obligations will not cause or result in an Indenture Default, and (C) if the provisions of *Section 15.5* are in effect, evidence of compliance with *Section 15.5*.

(b) Upon receipt of the documentation required by *Article 8*, the Trustee shall (i) execute the Supplemental Indenture and (ii) authenticate the additional Secured Obligations authorized under this Indenture.

SECTION 8.3 Effect of Issuance of Additional Secured Obligations

(a) Secured Obligations issued as Senior Lien Obligations shall be secured by the General Trust Estate on an equal, ratable and proportionate basis with the Series 2013 Senior Lien Obligations and all other Senior Lien Obligations issued under this Indenture and from time to time Outstanding. Secured Obligations issued as Subordinate Lien Obligations shall be secured by the General Trust Estate on an equal, ratable and proportionate basis with the Series 2013 Subordinate Lien Obligations and all other Subordinate Lien Obligations issued under this Indenture and from time to time Outstanding.

(b) The Secured Obligation Debt Service Funds and any Secured Obligation Reserve Funds established with respect to a related series of Secured Obligations shall be for the sole benefit of such Secured Obligations.

ARTICLE 9

Indenture Funds

SECTION 9.1 Revenue Fund

(a) There is hereby established a special trust fund which shall be designated the "Revenue Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Revenue Fund. The Revenue Fund shall be part of the General Trust Estate and shall be held by the Trustee for the benefit of the Holders of all Secured Obligations.

(b) All System Revenues shall be deposited in the Revenue Fund promptly as received by the Issuer.

(c) The Trustee shall make payments and transfers from the Revenue Fund as required by *Section 9.2*. The Issuer may make withdrawals from the Revenue Fund only to the extent permitted by *Section 9.2(a)(8)* and (9).

SECTION 9.2 Application of System Revenues

(a) During each calendar month the System Revenues on deposit in the Revenue Fund shall be applied as follows, in the order of priority indicated:

(1) *Senior Lien Debt Service.* First, the Trustee shall deposit in each Senior Lien Debt Service Fund the amount required for the payment of Debt Service due on Senior Lien Obligations. The related provisions of this Indenture (including any Supplemental Indenture with respect to Senior Lien Obligations) may require such deposits on or before the due date of such Debt Service, or in the month prior to the due date of such Debt Service, or may require monthly deposits for the accumulation of funds to pay Debt Service on such Senior Lien Obligations; provided, however, that such monthly deposits may not exceed the sum of (i) the pro rata amount of interest payable on the next Interest Payment Date and (ii) if principal matures or is subject to scheduled mandatory redemption within one year from the deposit date, the pro rata amount of principal payable on the next Maturity Date or scheduled mandatory redemption date, as the case may be. Investment earnings on deposit in, or transferred to, a Senior Lien Debt Service Fund shall be credited against the required deposits. If money available in the Revenue Fund is not sufficient to make all deposits otherwise required by this paragraph (1), then deposits to each Senior Lien Debt Service Fund shall be made on a proportionate basis.

(2) *Trustee Fees, Credit Enhancement Fees and Related Fees for Senior Lien Obligations.* Second, the Trustee shall, (i) pay fees and expenses of the Trustee (including amounts payable under **Section 12.7**), (ii) at the direction of the Issuer, which may be standing instructions, pay fees and other amounts due during such month with respect to Credit Enhancement for Senior Lien Obligations, and (iii) at the direction of the Issuer, which may be standing instructions, pay fees during such month to remarketing agents or entities performing similar functions with respect to Senior Lien Obligations. If money available in the Revenue Fund (after making deposits with priority) is not sufficient to make all payments required by this paragraph (2), such payments shall be made on a proportionate basis.

(3) *Subordinate Lien Debt Service.* Third, the Trustee shall deposit in each Subordinate Lien Debt Service Fund the amount required for the payment of Debt Service due on Subordinate Lien Obligations. The related provisions of this Indenture (including any Supplemental Indenture with respect to Subordinate Lien Obligations) may require such deposits on or before the due date of such Debt Service, or in the month prior to the due date of such Debt Service, or may require monthly deposits for the accumulation of funds to pay Debt Service on such Subordinate Lien Obligations; provided, however, that such monthly deposits may not exceed the sum of (i) the pro rata amount of interest payable on the next Interest Payment Date and (ii) if principal matures or is subject to scheduled mandatory redemption within one year from the deposit date, the pro rata amount of principal payable on the next Maturity Date or scheduled mandatory redemption date, as the case may be. Investment earnings on deposit in, or transferred to, a Subordinate Lien Debt Service Fund shall be credited against the required deposits. If money available in the Revenue Fund (after making deposits with priority) is not sufficient to make all deposits otherwise required by this paragraph (3), then deposits to each Subordinate Lien Debt Service Fund shall be made on a proportionate basis.

(4) *Credit Enhancement Fees and Related Fees for Subordinate Lien Obligations.* Fourth, the Trustee shall at the direction of the Issuer, which may be standing instructions, (i) pay fees and other amounts due during such month with respect to Credit Enhancement for Subordinate Lien Obligations and (ii) pay fees during such month to remarketing agents or entities performing similar functions with respect to Subordinate Lien Obligations. If money available in the Revenue Fund (after making deposits with priority) is not sufficient to make all payments required by this paragraph (4), such payments shall be made on a proportionate basis.

(5) *Operating Expenses.* Fifth, the Trustee shall deposit in the Operating Account the amount required to make the balance in the Operating Account equal to the Required Operating Reserve, as specified in writing by the Issuer.

(6) *Senior Lien Reserve Funds.* Sixth, the Trustee shall deposit in each Senior Lien Reserve Fund the amount required by this Indenture or the related Supplemental Indenture to accumulate, maintain or restore the required balance in such Senior Lien Reserve Fund, subject to the terms and conditions of **Section 8.2(a)(1)(G)** and **Section 9.6(d)**. If money available in the Revenue Fund (after making deposits

with priority) is not sufficient to make all deposits required by this paragraph (6), deposits to each Senior Lien Reserve Fund shall be made on a proportionate basis.

(7) *Subordinate Lien Reserve Funds.* Seventh, the Trustee shall deposit in each Subordinate Lien Reserve Fund the amount required by this Indenture or the related Supplemental Indenture to accumulate, maintain or restore the required balance in such Subordinate Lien Reserve Fund, subject to the terms and conditions of *Section 8.2(a)(1)(G)* and *Section 9.7(d)*. If money available in the Revenue Fund (after making deposits with priority) is not sufficient to make all deposits required by this paragraph (7), deposits to each Subordinate Lien Reserve Fund shall be made on a proportionate basis.

(8) *Rebate Liability.* Eighth, on or before the twenty-fifth day of each month, the Issuer may request withdrawal of amounts due for Rebate Liability as provided in *Section 9.2(b)*.

(9) *Unsecured Obligations.* Ninth, the Issuer may request withdrawal of amounts due on Unsecured Obligations as provided in *Section 9.2(b)*.

(10) *Capital Improvement Fund.* Tenth, the Trustee shall transfer the entire amount remaining in the Revenue Fund to the Capital Improvement Fund.

(b) Withdrawals by the Issuer pursuant to *Section 9.2(a)(8)* or *(9)* shall be made pursuant to a requisition substantially in the form provided in *Exhibit 9.2(b)*, duly executed by an Authorized Issuer Representative.

SECTION 9.3 Series 2013 Senior Lien Debt Service Fund

(a) There is hereby established a special trust fund which shall be designated the "Series 2013 Senior Lien Debt Service Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Series 2013 Senior Lien Debt Service Fund. The Series 2013 Senior Lien Debt Service Fund shall be part of the Series 2013 Senior Lien Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Series 2013 Senior Lien Obligations.

(b) Deposits shall be made to the Series 2013 Senior Lien Debt Service Fund as follows:

(1) On or before the twenty-fifth day of each month, the Trustee shall deposit in the Series 2013 Senior Lien Debt Service Fund an amount equal to 1/6 of the interest payable on the Series 2013 Senior Lien Obligations on the next Interest Payment Date (plus any prior deficiencies); provided, however, that if the period from the date of issuance of the Series 2013 Senior Lien Obligations until the first Interest Payment Date is more or less than six months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of interest on the first Interest Payment Date.

(2) On or before the twenty-fifth day of each month, if the principal or Accreted Value of Series 2013 Senior Lien Obligations is payable within the next 12 months (whether at maturity or pursuant to scheduled mandatory redemption requirements), the Trustee shall deposit in the Series 2013 Senior Lien Debt Service Fund an amount equal to 1/12 of such principal amount or Accreted Value (plus any prior deficiencies); provided, however, that if the period from the date of issuance of the Series 2013 Senior Lien Obligations until such principal or Accreted Value is payable is less than 12 months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of principal or Accreted Value on such first principal or Accreted Value payment date.

(3) On or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Senior Lien Obligations, if the amount on deposit in the Series 2013 Senior Lien Debt Service Fund is not sufficient for any reason to pay Debt Service due on Series 2013 Senior Lien Obligations on such Warrant Payment Date, the Trustee shall transfer money to the Series 2013 Senior Lien Debt Service Fund from the Series 2013 Senior Lien Reserve Fund as provided in *Section 9.6(c)*.

The Trustee may claim a credit against such deposits for the amount of investment earnings realized in, or transferred to, the Series 2013 Senior Lien Debt Service Fund that have not been credited against prior deposits.

(c) On each Warrant Payment Date, money in the Series 2013 Senior Lien Debt Service Fund shall be applied by the Trustee to pay Debt Service due on the Series 2013 Senior Lien Obligations.

(d) If money on deposit in the Series 2013 Senior Lien Debt Service Fund on any Warrant Payment Date is sufficient to pay Debt Service on the Series 2013 Senior Lien Obligations due and payable on such Date, but the Holder of any Series 2013 Senior Lien Obligation that matures on such Date or that is subject to redemption on such Date fails to surrender such Series 2013 Senior Lien Obligation to the Trustee for payment of Debt Service due and payable on such Date, the Trustee shall segregate and hold in trust for the benefit of the person entitled thereto money sufficient to pay the Debt Service due and payable on such Series 2013 Senior Lien Obligation on such Date. Money so segregated and held in trust shall not be a part of the Series 2013 Senior Lien Trust Estate and shall not be invested, but shall constitute a separate trust fund for the benefit of the persons entitled to such Debt Service.

(e) The Trustee may transfer funds on deposit in the Series 2013 Senior Lien Debt Service Fund for the payment of particular Series 2013 Senior Lien Obligations to a trust created pursuant to *Article 14* for the benefit of such Series 2013 Senior Lien Obligations.

SECTION 9.4 Series 2013 Subordinate Lien Debt Service Fund

(a) There is hereby established a special trust fund which shall be designated the "Series 2013 Subordinate Lien Debt Service Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Series 2013 Subordinate Lien Debt Service Fund. The Series 2013 Subordinate Lien Debt Service Fund shall be part of the Series 2013 Subordinate Lien Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Series 2013 Subordinate Lien Obligations.

(b) Deposits shall be made to the Series 2013 Subordinate Lien Debt Service Fund as follows:

(1) On or before the twenty-fifth day of each month, the Trustee shall deposit in the Series 2013 Subordinate Lien Debt Service Fund an amount equal to 1/6 of the interest payable on the Series 2013 Subordinate Lien Obligations on the next Interest Payment Date; provided, however, that if the period from the date of issuance of the Series 2013 Subordinate Lien Obligations until the first Interest Payment Date is more or less than six months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of interest on the first Interest Payment Date.

(2) On or before the twenty-fifth day of each month, if the principal or Accreted Value of Series 2013 Subordinate Lien Obligations is payable within the next 12 months (whether at maturity or pursuant to scheduled mandatory redemption requirements), the Trustee shall deposit in the Series 2013 Subordinate Lien Debt Service Fund an amount equal to 1/12 of such principal amount or Accreted Value; provided, however, that if the period from the date of issuance of the Series 2013 Subordinate Lien Obligations until such principal or Accreted Value is payable is less than 12 months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of principal or Accreted Value on such first principal or Accreted Value payment date.

(3) On or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Subordinate Lien Obligations, if the amount on deposit in the Series 2013 Subordinate Lien Debt Service Fund is not sufficient for any reason to pay Debt Service due on Series 2013 Subordinate Lien Obligations on such Warrant Payment Date, the Trustee shall transfer money to the Series 2013 Subordinate Lien Debt Service Fund from the Series 2013 Subordinate Lien Reserve Fund as provided in *Section 9.7(c)*.

The Trustee may claim a credit against such deposits for the amount of investment earnings realized in, or transferred to, the Series 2013 Subordinate Lien Debt Service Fund that have not been credited against prior deposits.

(c) On each Warrant Payment Date, money in the Series 2013 Subordinate Lien Debt Service Fund shall be applied by the Trustee to pay Debt Service due on the Series 2013 Subordinate Lien Obligations.

(d) If money on deposit in the Series 2013 Subordinate Lien Debt Service Fund on any Warrant Payment Date is sufficient to pay Debt Service on the Series 2013 Subordinate Lien Obligations due and payable on such Date, but the Holder of any Series 2013 Subordinate Lien Obligation that matures on such Date or that is subject to redemption on such Date fails to surrender such Series 2013 Subordinate Lien Obligation to the Trustee for payment of Debt Service due and payable on such Date, the Trustee shall segregate and hold in trust for the benefit of the person entitled thereto money sufficient to pay the Debt Service due and payable on such Series 2013 Subordinate Lien Obligation on such Date. Money so segregated and held in trust shall not be a part of the Series 2013 Subordinate Lien Trust Estate and shall not be invested, but shall constitute a separate trust fund for the benefit of the persons entitled to such Debt Service.

(e) The Trustee may transfer funds on deposit in the Series 2013 Subordinate Lien Debt Service Fund for the payment of particular Series 2013 Subordinate Lien Obligations to a trust created pursuant to *Article 14* for the benefit of such Series 2013 Subordinate Lien Obligations.

SECTION 9.5 Operating Account

(a) The Issuer shall maintain an account (an “Operating Account”) in its own name with a bank or financial institution selected by the Issuer (which may include the Trustee’s commercial banking department) for the payment of Operating Expenses.

(b) On or before the twenty-fifth day of each month, the Trustee shall transfer money to the Operating Account from the Revenue Fund as required by *Section 9.2(a)(5)*.

(c) The Issuer shall use money in the Operating Account solely for the payment of Operating Expenses. Each payment or transfer from the Operating Account by the Issuer shall constitute an implied representation or warranty by the Issuer that the purpose of such payment or transfer is authorized by this Indenture. The Issuer shall provide copies of monthly bank statements for the Operating Account and such additional information and documentation with respect to the Operating Account as the Trustee shall reasonably request; provided, however, that the Trustee shall be entitled to rely upon the Issuer’s implied representation or warranty with respect to the purpose of payments or transfers from the Operating Account, and neither a request for information or documentation nor any provision of this Indenture shall impose on the Trustee any duty or responsibility to verify that payments or transfers by the Issuer from the Operating Account are authorized by this Indenture.

(d) If an Indenture Default exists, the Trustee may direct the Issuer to transfer possession and control of the Operating Account to the Trustee. The Issuer shall complete such transfer within five Business Days after receipt of such notice. While the Operating Account is in the possession and control of the Trustee as described in this *Section 9.5(d)*, payments from the Operating Account may be made by the Issuer pursuant to such procedures as the Trustee shall establish in its discretion. If an Indenture Default which causes a transfer of control of the Operating Account pursuant to the provisions of this *Section 9.5(d)* no longer exists or is cured, then upon request of the Issuer, the Trustee shall transfer control of the Operating Account back to the Issuer within five Business Days after receipt of such request.

SECTION 9.6 Series 2013 Senior Lien Reserve Fund

(a) There is hereby established a special trust fund which shall be designated the “Series 2013 Senior Lien Reserve Fund”. The Trustee shall be the depository, custodian and sole disbursing agent for the Series 2013 Senior Lien Reserve Fund. The Series 2013 Senior Lien Reserve Fund shall be part of the Series 2013 Senior Lien Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Series 2013 Senior Lien Obligations.

(b) On the date of issuance of the Series 2013 Senior Lien Obligations, the Issuer shall deliver to the Trustee the Series 2013 Senior Lien Reserve Fund Letter of Credit. The Series 2013 Senior Lien Reserve Fund

Letter of Credit shall be part of the Series 2013 Senior Lien Reserve Fund. The Series 2013 Senior Lien Reserve Fund Letter of Credit shall meet each of the following requirements:

(1) The Series 2013 Senior Lien Reserve Fund Letter of Credit shall be irrevocable so long as Series 2013 Senior Lien Obligations are Outstanding and shall be irrevocably payable to the Trustee, as trustee for the benefit of the Holders of Series 2013 Senior Lien Obligations.

(2) The Series 2013 Senior Lien Reserve Fund Letter of Credit shall provide for payment at sight of a properly completed draw request by wire transfer in accordance with the written instructions of the Trustee.

(3) The Series 2013 Senior Lien Reserve Fund Letter of Credit or the Series 2013 Senior Collateral Agreement shall provide for delivery of collateral to the Trustee should a rating maintained by any one Rating Agency of Moody's, S&P or Fitch with respect to ~~the long-term senior unsecured debt obligations of JPMorgan Chase Bank~~ fall to or below one of following rating categories: ~~_____ (or its equivalent))~~ Baa3 / BBB- / BBB- assigned by ~~a Rating Agency~~ any one of Moody's, S&P or Fitch (as applicable) at any time the Series 2013 Senior Lien Obligations are Outstanding. Collateral delivery shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in **Section 9.6(c)**. The required collateral shall be in the form of cash or Qualified Investments, which shall be deposited in a segregated account within the Series 2013 Senior Lien Reserve Fund, to be held or returned by the Trustee subject to the provisions of the Series 2013 Senior Collateral-Support Agreement. Failure to deliver collateral in connection with this paragraph shall result in a Collateral Draw under the Series 2013 Senior Lien Reserve Fund Letter of Credit in an amount equal to the full then available stated amount thereof within 5 Business Days of such failure to deliver collateral. Funds obtained pursuant to a Collateral Draw shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in Section 9.6(c).

JPMorgan Chase Bank may deliver cash in substitution of its Series 2013 Senior Lien Reserve Fund Letter of Credit at any time, provided that the amount of such cash delivered in substitution therefor is equal to the then available stated amount under the Series 2013 Senior Lien Reserve Fund Letter of Credit. Delivery of cash in substitution of its Series 2013 Senior Lien Reserve Fund Letter of Credit shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in Section 9.6(c). Any money delivered by JPMorgan Chase Bank as provided in this Section shall be deposited in a segregated account of the Series 2013 Senior Lien Reserve Fund, to be held or returned by the Trustee pursuant to the provisions of **Section 9.6(e)**.

(c) Withdrawals from the Series 2013 Senior Lien Reserve Fund for deposit in the Series 2013 Senior Lien Debt Service Fund shall be made in the following order:

(1) On or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Senior Lien Obligations, the Trustee shall withdraw money in the Series 2013 Senior Lien Reserve Fund ~~(other than collateral (if any) provided by JPMorgan Chase Bank pursuant to Section 9.6(b)(3) from System Revenues (but not including funds described in the subsequent paragraphs of this Section 9.6(c))~~ and use such money to pay Debt Service on the Series 2013 Senior Lien Obligations, but only if money on deposit in the Series 2013 Senior Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Senior Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service.

(2) If the amount available under **Section 9.6(c)(1)** is insufficient to provide the funds necessary to prevent a default in the payment of Debt Service on the Series 2013 Senior Lien Obligations, on or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Senior Lien Obligations, the Trustee shall either (i) draw upon the Series 2013 Senior Lien Reserve Fund Letter of Credit in the minimum amount of \$100,000, or (ii) transfer (A) cash delivered by JPMorgan Chase Bank in substitution of its Series 2013 Senior Lien Reserve Fund Letter of Credit or (B) cash obtained pursuant to a Collateral Draw, and the proceeds of such draw or transfer shall be used to pay Debt Service on the Series 2013 Senior Lien Obligations, but only if money on deposit in the Series 2013 Senior Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and

payment from the Series 2013 Senior Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service. The balance of the proceeds of any draw not needed for transfer to the Series 2013 Senior Lien Debt Service Fund shall be deposited in the Series 2013 Senior Lien Reserve Fund.

(3) If the Trustee draws upon the Series 2013 Senior Lien Reserve Fund Letter of Credit and JPMorgan Chase Bank fails to honor such draw, on or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Senior Lien Obligations, the Trustee shall withdraw collateral (if any) provided by JPMorgan Chase Bank pursuant to *Section 9.6(b)(3)* in an amount up to the amount requested in such dishonored draw request and use such money to pay Debt Service on the Series 2013 Senior Lien Obligations, but only if money on deposit in the Series 2013 Senior Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Senior Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service.

(d) If any withdrawal from the Series 2013 Senior Lien Reserve Fund is made pursuant to *Section 9.6(c)*, the Trustee shall, on or before the twenty-fifth day of each month after such withdrawal (in accordance with the priority specified in *Section 9.2*), transfer money from the Revenue Fund to the Series 2013 Senior Lien Reserve Fund in an amount equal to the lesser of (i) 1/12 of the amount withdrawn or (ii) the amount required to restore the balance in the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Reserve Fund Requirement; provided that withdrawals made pursuant to *Section 9.6(e)*, *9.6(f)* or *9.6(g)* need not be reimbursed by the Issuer.

(e) On or before October 1 of each year and on or before the date of any optional redemption or Defeasance of Series 2013 Senior Lien Obligations, the Trustee shall determine the balance in the Series 2013 Senior Lien Reserve Fund. The balance in the Series 2013 Senior Lien Reserve Fund shall be determined by valuing cash or Qualified Investments on deposit in any account of the Series 2013 Senior Lien Reserve Fund at fair market value as of the date of determination (exclusive of accrued interest and excluding collateral) and by valuing the Series 2013 Senior Lien Reserve Fund Letter of Credit on deposit at the then current amount of permissible draws available thereunder on the date of determination (without regard to any collateral delivered). The Trustee may value cash, Qualified Investments or the Series 2013 Senior Lien Reserve Fund Letter of Credit on any Business Day up to three Business Days prior to the date of any transfer or withdrawal permitted by this *Section 9.6*. The amount, if any, by which the balance in the Series 2013 Senior Lien Reserve Fund on any such determination date exceeds the Series 2013 Senior Lien Reserve Fund Requirement shall be applied by the Trustee as follows:

(1) Excess money attributable to funds deposited into the Series 2013 Senior Lien Reserve Fund from System Revenues shall be transferred to the Series 2013 Senior Lien Debt Service Fund, or

(2) Excess money attributable to funds deposited into the Series 2013 Senior Lien Reserve Fund (i) by JPMorgan Chase Bank in substitution of the Series 2013 Senior Lien Reserve Fund Letter of Credit or (ii) pursuant to a Collateral Draw shall be returned to JPMorgan Chase Bank.

Losses attributable to investment of cash deposited into the Series 2013 Senior Lien Reserve Fund by JPMorgan Chase Bank in substitution of its Series 2013 Senior Lien Reserve Fund Letter of Credit or attributable to a Collateral Draw shall be reimbursed by JPMorgan Chase Bank within 15 business days of written demand therefor by the Trustee in accordance with the Series 2013 Senior Collateral Agreement. Subject to the Series 2013 Senior Collateral-Support Agreement, to the extent collateral has been delivered by JPMorgan Chase Bank pursuant to *Section 9.6(b)(3)*, the Trustee shall not transfer the amount of such collateral under the provisions of this *Section 9.6(e)*.

(f) The Trustee may transfer funds on deposit in the Series 2013 Senior Lien Reserve Fund to a trust created pursuant to *Article 14* for the benefit of the Series 2013 Senior Lien Obligations, so long as the balance in the Series 2013 Senior Lien Reserve Fund, after giving effect to such transfer, is not less than the Series 2013 Senior Lien Reserve Fund Requirement, provided that (i) draws on the Series 2013 Senior Lien Reserve Fund Letter of Credit, (ii) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit ~~or (iii), (iii) funds obtained pursuant to a Collateral Draw, or (iv)~~ any collateral delivered by JPMorgan Chase Bank pursuant to *Section 9.6(b)(3)* may not be used for this purpose.

(g) Notwithstanding the provisions of this **Section 9.6**, if the terms of the Series 2013 Senior Lien Reserve Fund Letter of Credit allow for reinstatement, the Issuer may direct the Trustee to make a withdrawal from the Series 2013 Senior Lien Reserve Fund by delivering a certificate in substantially the form attached hereto as **Exhibit 9.6(g)** for the purpose of optionally redeeming Senior Lien Reserve Fund Warrants, but only if (i) redemption of such Senior Lien Reserve Fund Warrants will have the effect of reinstating coverage under the Series 2013 Senior Lien Reserve Fund Letter of Credit in the amount of such withdrawal, and (ii) the result of such withdrawal immediately after giving effect to reinstatement of the Series 2013 Senior Lien Reserve Fund Letter of Credit is that the Issuer meets the Series 2013 Senior Lien Reserve Fund Requirement, taking into account amounts held in the Series 2013 Senior Lien Reserve Fund and the coverage provided by the Series 2013 Senior Lien Reserve Fund Letter of Credit; provided that (x) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit ~~or~~ (y) funds obtained pursuant to a Collateral Draw or (z) collateral (if any) delivered by JPMorgan Chase Bank pursuant to Section 9.6(b)(3) shall not be used for this purpose.

(h) For the avoidance of doubt, none of (i) the Series 2013 Senior Lien Reserve Fund Letter of Credit nor (ii) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit nor (iii) funds obtained pursuant to a Collateral Draw, nor (iv) collateral (if any) delivered by JPMorgan Chase Bank pursuant to Section 9.6(b)(3) may be drawn upon to pay Debt Service due on optional redemption of the Series 2013 Senior Lien Obligations.

SECTION 9.7 Series 2013 Subordinate Lien Reserve Fund

(a) There is hereby established a special trust fund which shall be designated the "Series 2013 Subordinate Lien Reserve Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Series 2013 Subordinate Lien Reserve Fund. The Series 2013 Subordinate Lien Reserve Fund shall be part of the Series 2013 Subordinate Lien Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Series 2013 Subordinate Lien Obligations.

(b) On the date of issuance of the Series 2013 Subordinate Lien Obligations, the Issuer shall deliver to the Trustee the Series 2013 Subordinate Lien Reserve Fund Letter of Credit. The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall be part of the Series 2013 Subordinate Lien Reserve Fund. The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall meet each of the following requirements:

(1) The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall be irrevocable so long as Series 2013 Subordinate Lien Obligations are Outstanding and shall be irrevocably payable to the Trustee, as trustee for the benefit of the Holders of Series 2013 Subordinate Lien Obligations.

(2) The Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall provide for payment at sight of a properly completed draw request by wire transfer in accordance with the written instructions of the Trustee.

(3) The Series 2013 Subordinate Lien Reserve Fund Letter of Credit or the Series 2013 Subordinate Collateral Agreement shall provide for delivery of collateral to the Trustee should a rating maintained by any one ~~Rating Agency of Moody's, S&P or Fitch~~ with respect to ~~the long-term senior unsecured debt obligations of~~ JPMorgan Chase Bank fall to or below one of following rating categories: ~~[(or its equivalent)]Baa3 / BBB- / BBB-~~ assigned by ~~a Rating Agency~~ any one of Moody's, S&P or Fitch (as applicable) at any time the Series 2013 Subordinate Lien Obligations are Outstanding. Collateral delivery shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in **Section 9.7(c)**. The required collateral shall be in the form of cash or Qualified Investments, which shall be deposited in a segregated account within the Series 2013 Subordinate Lien Reserve Fund, to be held or returned by the Trustee subject to the provisions of the Series 2013 Subordinate Collateral-Support Agreement, Failure to deliver collateral in connection with this paragraph shall result in a Collateral Draw under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit in an amount equal to the full then available stated amount thereof within 5 Business Days of such failure to deliver collateral. Funds obtained pursuant to a Collateral Draw shall not create an obligation of

the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in Section 9.7(c).

JPMorgan Chase Bank may deliver cash in substitution of its Series 2013 Subordinate Lien Reserve Fund Letter of Credit at any time, provided that the amount of such cash delivered in substitution therefor is equal to the then available stated amount under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit. Delivery of cash in substitution of its Series 2013 Subordinate Lien Reserve Fund Letter of Credit shall not create an obligation of the Issuer to reimburse JPMorgan Chase Bank, unless such collateral is withdrawn as provided in Section 9.7(c). Any money delivered by JPMorgan Chase Bank as provided in this Section shall be deposited in a segregated account of the Series 2013 Subordinate Lien Reserve Fund, to be held or returned by the Trustee pursuant to the provisions of **Section 9.7(e)**.

(c) Withdrawals from the Series 2013 Subordinate Lien Reserve Fund for deposit in the Series 2013 Subordinate Lien Debt Service Fund shall be made in the following order:

(1) On or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Subordinate Lien Obligations, the Trustee shall withdraw money in the Series 2013 Subordinate Lien Reserve Fund ~~(other than collateral (if any) provided by JPMorgan Chase Bank pursuant to **Section 9.7(b)(3)** from System Revenues (but not including funds described in the subsequent paragraphs of this **Section 9.7(c)**)~~ and use such money to pay Debt Service on the Series 2013 Subordinate Lien Obligations, but only if money on deposit in the Series 2013 Subordinate Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Subordinate Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service.

(2) If the amount available under **Section 9.7(c)(1)** is insufficient to provide the funds necessary to prevent a default in the payment of Debt Service on the Series 2013 Subordinate Lien Obligations, on or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Subordinate Lien Obligations, the Trustee shall either (i) draw upon the Series 2013 Subordinate Lien Reserve Fund Letter of Credit in the minimum amount of \$100,000, or (ii) transfer (A) cash delivered by JPMorgan Chase Bank in substitution of its Series 2013 Subordinate Lien Reserve Fund Letter of Credit or (B) cash obtained pursuant to a Collateral Draw, and the proceeds of such draw or transfer shall be used to pay Debt Service on the Series 2013 Subordinate Lien Obligations, but only if money on deposit in the Series 2013 Subordinate Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Subordinate Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service. The balance of the proceeds of any draw not needed for transfer to the Series 2013 Subordinate Lien Debt Service Fund shall be deposited in the Series 2013 Subordinate Lien Reserve Fund.

(3) If the Trustee draws upon the Series 2013 Subordinate Lien Reserve Fund Letter of Credit and JPMorgan Chase Bank fails to honor such draw, on or before the twenty-fifth day of each month next preceding a Warrant Payment Date with respect to Series 2013 Subordinate Lien Obligations, the Trustee shall withdraw collateral (if any) provided by JPMorgan Chase Bank pursuant to **Section 9.7(b)(3)** in an amount up to the amount requested in such dishonored draw request and use such money to pay Debt Service on the Series 2013 Subordinate Lien Obligations, but only if money on deposit in the Series 2013 Subordinate Lien Debt Service Fund for the payment of such Debt Service is not sufficient for such purpose and payment from the Series 2013 Subordinate Lien Reserve Fund is necessary to prevent a default in the payment of such Debt Service.

(d) If any withdrawal from the Series 2013 Subordinate Lien Reserve Fund is made pursuant to **Section 9.7(c)**, the Trustee shall, on or before the twenty-fifth day of each month after such withdrawal (in accordance with the priority specified in **Section 9.2**), transfer money from the Revenue Fund to the Series 2013 Subordinate Lien Reserve Fund in an amount equal to the lesser of (i) 1/12 of the amount withdrawn or (ii) the amount required to restore the balance in the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Reserve Fund Requirement; provided that withdrawals made pursuant to **Section 9.7(e)**, **9.7(f)** or **9.7(g)** need not be reimbursed by the Issuer.

(e) On or before October 1 of each year and on or before the date of any optional redemption or Defeasance of Series 2013 Subordinate Lien Obligations, the Trustee shall determine the balance in the Series 2013 Subordinate Lien Reserve Fund. The balance in the Series 2013 Subordinate Lien Reserve Fund shall be determined by valuing cash or Qualified Investments on deposit in any account of the Series 2013 Subordinate Lien Reserve Fund at fair market value as of the date of determination (exclusive of accrued interest and excluding collateral) and by valuing the Series 2013 Subordinate Lien Reserve Fund Letter of Credit on deposit at the then current amount of permissible draws available thereunder on the date of determination (without regard to any collateral delivered). The Trustee may value cash, Qualified Investments or the Series 2013 Subordinate Lien Reserve Fund Letter of Credit on any Business Day up to three Business Days prior to the date of any transfer or withdrawal permitted by this **Section 9.7**. The amount, if any, by which the balance in the Series 2013 Subordinate Lien Reserve Fund on any such determination date exceeds the Series 2013 Subordinate Lien Reserve Fund Requirement shall be applied by the Trustee as follows:

(1) Excess money attributable to funds deposited into the Series 2013 Subordinate Lien Reserve Fund from System Revenues shall be transferred to the Series 2013 Subordinate Lien Debt Service Fund, or

(2) Excess money attributable to funds deposited into the Series 2013 Subordinate Lien Reserve Fund (i) by JPMorgan Chase Bank in substitution of the Series 2013 Subordinate Lien Reserve Fund Letter of Credit or (ii) pursuant to a Collateral Draw shall be returned to JPMorgan Chase Bank.

Losses attributable to investment of cash deposited into the Series 2013 Subordinate Lien Reserve Fund by JPMorgan Chase Bank in substitution of its Series 2013 Subordinate Lien Reserve Fund Letter of Credit or attributable to a Collateral Draw shall be reimbursed by JPMorgan Chase Bank within 15 business days of written demand therefor by the Trustee in accordance with the Series 2013 Subordinate Collateral Agreement. Subject to the Series 2013 Subordinate Collateral ~~Support~~ Agreement, to the extent collateral has been delivered by JPMorgan Chase Bank pursuant to **Section 9.7(b)(3)**, the Trustee shall not transfer the amount of such collateral under the provisions of this **Section 9.7(e)**.

(f) The Trustee may transfer funds on deposit in the Series 2013 Subordinate Lien Reserve Fund to a trust created pursuant to **Article 14** for the benefit of the Series 2013 Subordinate Lien Obligations, so long as the balance in the Series 2013 Subordinate Lien Reserve Fund, after giving effect to such transfer, is not less than the Series 2013 Subordinate Lien Reserve Fund Requirement, provided that (i) draws on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (ii) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit ~~or (iii)~~, (iii) funds obtained pursuant to a Collateral Draw, or (iv) any collateral delivered by JPMorgan Chase Bank pursuant to **Section 9.7(b)(3)** may not be used for this purpose.

(g) Notwithstanding the provisions of this **Section 9.7**, if the terms of the Series 2013 Subordinate Lien Reserve Fund Letter of Credit allow for reinstatement, the Issuer may direct the Trustee to make a withdrawal from the Series 2013 Subordinate Lien Reserve Fund by delivering a certificate in substantially the form attached hereto as **Exhibit 9.7(g)** for the purpose of optionally redeeming Subordinate Lien Reserve Fund Warrants, but only if (i) redemption of such Subordinate Lien Reserve Fund Warrants will have the effect of reinstating coverage under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit in the amount of such withdrawal, and (ii) the result of such withdrawal immediately after giving effect to reinstatement of the Series 2013 Subordinate Lien Reserve Fund Letter of Credit is that the Issuer meets the Series 2013 Subordinate Lien Reserve Fund Requirement, taking into account amounts held in the Series 2013 Subordinate Lien Reserve Fund and the coverage provided by the Series 2013 Subordinate Lien Reserve Fund Letter of Credit; provided that (x) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit ~~or~~, (y) funds obtained pursuant to a Collateral Draw or (z) collateral (if any) delivered by JPMorgan Chase Bank pursuant to **Section 9.7(b)(3)** shall not be used for this purpose.

(h) For the avoidance of doubt, none of (i) the Series 2013 Subordinate Lien Reserve Fund Letter of Credit nor (ii) cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit nor (iii) funds obtained pursuant to a Collateral Draw, nor (iv) collateral (if any) delivered by JPMorgan Chase Bank pursuant to **Section 9.7(b)(3)** may be drawn upon to pay Debt Service due on optional redemption of the Series 2013 Subordinate Lien Obligations.

SECTION 9.8 Capital Improvement Fund

(a) There is hereby established with the Trustee a trust fund which shall be designated the "Capital Improvement Fund". The Trustee shall be the depository, custodian and disbursing agent for the Capital Improvement Fund. The Capital Improvement Fund shall be part of the General Trust Estate and shall be held by the Trustee for the benefit of the Holders of all Secured Obligations.

(b) On or before the twenty-fifth day of each month, if all payments and deposits required during such month by *Section 9.2(a)(1)* through (7) have been made, the Trustee shall deposit the remaining money in the Capital Improvement Fund pursuant to *Section 9.2(a)(10)*, but only to the extent the Issuer has not requested funds from the Trustee for the purposes described in *Sections 9.2(a)(8)* and (9).

(c) Money in the Capital Improvement Fund may be used for the following purposes:

(1) If no Indenture Default exists, the Issuer may withdraw money from the Capital Improvement Fund from time to time for the purpose of paying (A) costs of Capital Improvements to the System, (B) the purchase price of Secured Obligations purchased pursuant to the provisions of *Section 6.2*, (C) the purchase price of Callable Warrants purchased in lieu of optional redemption pursuant to the provisions of *Section 7.9*, (D) amounts needed for optional redemption of Secured Obligations, or (E) amounts necessary to pay Rebate Liability, if the Issuer delivers to the Trustee a requisition substantially in the form attached as *Exhibit 9.8(c)*, executed by an Authorized Issuer Representative.

(2) If money on deposit with the Trustee in the related Debt Service Fund is not sufficient for the timely payment of Debt Service due on Secured Obligations, the Trustee may transfer money from the Capital Improvement Fund to the related Debt Service Fund to the extent necessary for payment of such Debt Service.

(3) If money on deposit in the Operating Account is not sufficient for the timely payment of Operating Expenses, the Issuer may direct the Trustee to transfer money from the Capital Improvement Fund to the Operating Account for the payment of Operating Expenses.

(4) On the date of issuance of any Secured Obligations, the Issuer may direct the Trustee to transfer money from the Capital Improvement Fund to any related Secured Obligation Reserve Fund, subject to the terms and conditions of *Section 8.2(a)(1)(G)*.

SECTION 9.9 Costs of Issuance Fund

(a) There is hereby established with the Trustee a trust fund which shall be designated the "Costs of Issuance Fund". The Trustee shall be the depository, custodian and disbursing agent for the Costs of Issuance Fund. The Costs of Issuance Fund shall be part of the General Trust Estate.

(b) A deposit to the Costs of Issuance Fund shall be made from the proceeds of the Warrants, as provided in *Section 5.7*. Any Supplemental Indenture with respect to the issuance of Secured Obligations may provide for additional deposits to the Costs of Issuance Fund.

(c) Money in the Costs of Issuance Fund shall be paid by the Trustee from time to time for the purpose of paying Costs of Issuance with respect to Secured Obligations upon delivery to the Trustee of a written direction executed by an Authorized Issuer Representative, together with a copy of each invoice to which such request relates.

(d) At the request of the Issuer, the Trustee shall establish a separate account within the Costs of Issuance Fund for the proceeds of any series of Secured Obligations.

(e) After an Authorized Issuer Representative certifies to the Trustee that money remaining in the Costs of Issuance Fund is not needed to pay Costs of Issuance with respect to the Warrants, any balance remaining in the Costs of Issuance Fund shall be transferred to the Revenue Fund.

SECTION 9.10 Clearing Accounts and Fund Subaccounts

(a) In connection with the issuance of any Secured Obligations hereunder, at the direction of the Issuer, the Trustee shall create a clearing account to receive and disburse initial proceeds from the sale of any Secured Obligations hereunder and other funds of the Issuer delivered to the Trustee in connection with the issuance of such Secured Obligations.

(b) At the direction of the Issuer, the Trustee shall create one or more accounts within any Indenture Fund, which account or accounts shall, for all purposes, constitute a part of the Indenture Fund to which they relate.

SECTION 9.11 Investment of Indenture Funds

(a) Except as otherwise expressly provided in this Indenture, any money held as part of an Indenture Fund (other than the Operating Account) shall be invested or reinvested in Qualified Investments by the Trustee in accordance with the instructions of the Issuer. The Trustee may rely on the direction of the Issuer as to both the legality and suitability of the directed investment. In the absence of such instructions, the Trustee may hold such money in cash or in the investments described in paragraph (g) of the definition of Qualified Investments. Interest and profits on investments in the Series 2013 Senior Lien Reserve Fund shall be transferred to the Series 2013 Senior Lien Debt Service Fund, as provided in *Section 9.6(e)*. Interest and profits on investments in the Series 2013 Subordinate Lien Reserve Fund shall be transferred to the Series 2013 Subordinate Lien Debt Service Fund, as provided in *Section 9.7(e)*. Except as provided with respect to investment earnings on the Series 2013 Senior Lien Reserve Fund and the Series 2013 Subordinate Lien Reserve Fund, any investment made with money on deposit in an Indenture Fund shall be held by or under control of the Trustee and shall be deemed at all times a part of the Indenture Fund where such money was on deposit, and the interest and profits realized from such investment shall be credited to such Indenture Fund and any loss resulting from such investment shall be charged to such Indenture Fund. The Issuer may invest funds in the Operating Account in only Qualified Investments.

(b) Any investment of money in the Indenture Funds may be made by the Trustee through its own bond department, investment department or other commercial banking department providing investment services.

(c) The Trustee shall follow the instructions of the Issuer with respect to investments of the Indenture Funds as provided in this Section, and the Trustee shall not be responsible for (i) determining that any such investment complies with the arbitrage limitations imposed by Section 148 of the Internal Revenue Code, or (ii) calculating the amount of any Rebate Liability. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it at the direction of the Issuer or for whether any such investment is a Qualified Investment.

(d) If the Trustee shall have actual notice that any Qualified Investments held by the Trustee shall no longer have the required rating, the Trustee shall promptly notify the Issuer of the downgrade or withdrawal of such investment's rating.

SECTION 9.12 Application of Funds After Indenture Indebtedness Defeased

(a) After any series of Secured Obligations has been paid or Defeased, any money or investments remaining in the related Secured Obligation Debt Service Funds or the related Secured Obligation Reserve Funds shall be transferred to the Revenue Fund.

(b) After all Indenture Indebtedness has been paid or Defeased, any money or investments remaining in the Indenture Funds or otherwise constituting part of the Trust Estate shall be paid to the Issuer if no Indenture Default exists.

(c) Notwithstanding the provisions of this Section, any collateral deposited in the Series 2013 Senior Lien Reserve Fund pursuant to *Section 9.6(b)(3)* or any collateral deposited in the Series 2013 Subordinate Lien Reserve Fund pursuant to *Section 9.7(b)(3)* shall be directed as provided in the Series 2013 [Senior Collateral Support Agreement or the Series 2013 Subordinate Collateral Agreement](#).

ARTICLE 10

Representations and Covenants

SECTION 10.1 General Representations

The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Under the provisions of the Enabling Law and its organizational documents, it has the power to consummate the transactions described in the Secured Obligation Documents.

(b) The Secured Obligation Documents to which it is a party constitute legal, valid and binding obligations of the Issuer and are enforceable against it in accordance with the terms of such Secured Obligation Documents, except as enforcement thereof may be limited by (i) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights and (ii) general principles of equity, including the exercise of judicial discretion in appropriate cases.

(c) The lien imposed by this Indenture is a first-priority valid, binding lien on System Revenues and on the Trust Estate. The Issuer's title to the System as it presently exists is free and clear of any encumbrance or other lien, other than liens permitted by *Section 10.8(c)*.

SECTION 10.2 Encumbrances on Trust Estate

The Issuer will not create any pledge, charge, encumbrance or lien of any kind on the Trust Estate or any part thereof prior to or on a parity with the lien of this Indenture and will not create or permit any other lien on the Trust Estate or any part thereof except as permitted by *Article 8* and *Section 10.8*.

SECTION 10.3 Payment of Secured Obligations

The Issuer will, from funds constituting part of the Trust Estate, duly and punctually pay, or cause to be paid, the Debt Service on the Secured Obligations as and when the same shall become due and will, from funds constituting a part of the Trust Estate, duly and punctually deposit, or cause to be deposited, in the Indenture Funds the amounts required to be deposited therein, all in accordance with the terms of the Secured Obligations and this Indenture.

SECTION 10.4 Inspection of Records

The Issuer will at any and all times, upon the request of the Trustee, afford and procure a reasonable opportunity for the Trustee by its representatives to inspect any books, records, reports and other papers of the Issuer relating to the performance by the Issuer of its covenants in this Indenture, and the Issuer will furnish to the Trustee any and all information as the Trustee may reasonably request with respect to the performance by the Issuer of its covenants in this Indenture.

SECTION 10.5 Advances by Trustee

If the Issuer shall fail to perform any of its covenants in this Indenture, the Trustee may, but shall not be required, at any time and from time to time, to make advances to effect performance of any such covenant on behalf of the Issuer. Any money so advanced by the Trustee, together with interest at the Post-Default Rate, shall be repaid upon demand and such advances shall be secured under this Indenture prior and senior in right to any Secured Obligations.

SECTION 10.6 Transfer of System

(a) The Issuer may transfer the System substantially as an entirety to another person if

(1) the person who acquires by conveyance or transfer the System substantially as an entirety (the "Successor") shall execute and deliver to the Trustee an instrument in form recordable and acceptable to the Trustee containing an assumption by such Successor of the due and punctual payment of the Debt Service on the Secured Obligations and the performance and observance of every covenant and condition of the Secured Obligation Documents to be performed or observed by the Issuer; ~~and~~

(2) the Issuer shall deliver to the Trustee a Favorable Tax Opinion, and

(3) either:

(A) the Secured Obligations are Defeased or fully paid in connection with the transfer, or

(B) the transfer is approved by each of the following:

(I) the Holders of not less than a majority in principal amount of the Outstanding Senior Lien Obligations, provided that the determination of whether transfer is approved shall be made by a direct vote of the Holders of the Outstanding Senior Lien Obligations without regard to the rights of any provider of any Credit Enhancement,

(II) the Holders of not less than a majority in principal amount of the Outstanding Subordinate Lien Obligations, provided that the determination of whether transfer is approved shall be made by a direct vote of the Holders of the Outstanding Subordinate Lien Obligations without regard to the rights of any provider of any Credit Enhancement, and

(III) the Series 2013 Insurer consents pursuant to *Section 15.6(a)(3)*.

(b) Upon any conveyance or transfer of the System substantially as an entirety in accordance with this Section, the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture with the same effect as if such Successor had been named as the Issuer herein. Upon any conveyance or transfer of the System substantially as an entirety in accordance with this Section, the Issuer shall be released from all further obligations of whatsoever type hereunder.

SECTION 10.7 Compliance with the Tax Certificate and Agreement

(a) The Issuer will comply with the covenants and agreements on its part contained in the Tax Certificate and Agreement.

(b) Pursuant to Section 148(f) of the Internal Revenue Code, the Issuer must monitor and pay over to the U.S. Treasury any Rebate Liability when due. *Section 9.2(a)(8)* permits the Issuer to make withdrawals from the Revenue Fund for the purpose of paying Rebate Liability with respect to Secured Obligations.

SECTION 10.8 Covenants Regarding Ownership and Operation of the System

The Issuer covenants and agrees that:

(a) **Maintenance and Operation of the System.** The Issuer shall keep the System in good repair and efficient operating condition, making from time to time all needed repairs and replacements thereto, the cost of which shall be paid solely from System Revenues and the Sewer Tax Proceeds, and it will continuously operate the System in an economical and efficient manner. The Issuer shall maintain and operate the System in accordance with all applicable federal and state law, including the Consent Decree, and prudent industry practices.

(b) **Preservation of Priority of Pledge.** The Issuer will protect and preserve the priority of the pledge and assignment of the System Revenues imposed by this Indenture and will not grant or permit any encumbrance, pledge or lien on the System Revenues other than:

(1) a lien on revenues from any sewer system acquired by the Issuer after the date of delivery of this Indenture if such lien (i) was already in existence at the time of acquisition of such system by the Issuer, and (ii) is not renewed or extended by the Issuer so that such lien applies to the System as it existed immediately prior to such acquisition;

(2) a lien arising in the ordinary course of business described in *Section 10.8(c)(1)*; and

(3) a lien that is subject and subordinate to the lien of this Indenture.

(c) **Encumbrances on Other System Assets.** Liens on System Revenues are not permitted except as provided in *Section 10.8(b)*. The Issuer shall not grant or permit any encumbrance, pledge or lien on any other assets constituting part of the System other than:

(1) liens arising in the ordinary course of business of operating the System (other than liens to secure debt), including (i) pledges or deposits to secure obligations under workmen's compensation laws or similar legislation, including liens of judgments thereunder which are not currently dischargeable, (ii) pledges or deposits to secure performance in connection with bids, tenders, contracts (other than contracts for the payment of money) or leases made in the ordinary course of business to which the Issuer is a party as lessee, (iii) pledges or deposits to secure public or statutory obligations of the Issuer, (iv) materialmen's, mechanics', carriers', workmen's, repairmen's, or other similar liens arising in the ordinary course of business, or deposits to obtain the release of such liens, provided that payment of the amount secured by such lien is not delinquent or payment is being contested in good faith by appropriate proceedings, (v) liens resulting from any judgment that is being contested in good faith by appropriate proceedings if execution on such judgment is effectively stayed, and pledges or deposits to secure, or provided in lieu of, any surety, stay or appeal obligation with respect to any such judgment, (vi) leases made, or existing on assets acquired, in the ordinary course of business, (vii) zoning restrictions, easements, licenses, restrictions on the use of real property or minor irregularities in title thereto, which do not, in the opinion of the Issuer, materially impair the use of such property in the operation of the business of the Issuer or the value of such property for the purpose of such business, (viii) pledges or deposits to enable the Issuer to maintain self-insurance or to participate in any self-insurance pools or trusts, and (ix) liens on money deposited by users of utility services as security for, or as prepayment of, the cost of, utility services to be rendered by the Issuer;

(2) restrictions or other liens on an asset created prior to, or as a condition of, the transfer of such asset to the Issuer by an unrelated entity; and

(3) capitalized leases and other title retention agreements with respect to movable personal property or vehicles entered into in connection with the original acquisition of the asset.

(d) **Disposition of Portions of the System.** The Issuer shall not convey, transfer, sell, lease or otherwise dispose of any asset constituting part of the System (other than in the ordinary course of business) unless no Indenture Default exists when such disposition is made and such disposition meets one of the following tests:

(1) Such disposition is made pursuant to a transfer of substantially all of the assets of the Issuer permitted by *Section 10.6* of this Indenture.

(2) In the judgment of the Issuer, the asset to be disposed of consists of property, plant or equipment that is obsolete, worn out, unprofitable, unsuitable or surplus and such disposition will not materially impair the structural soundness, efficiency or economic value of the remaining operating assets of the System.

(3) The property disposed of is real property, no portion of the Issuer's operating assets are located on the property, and the Issuer receives consideration in an amount not less than the fair market value of such property. The proceeds of such disposition shall either be deposited in the Capital Improvement Fund or used to redeem, Defease or purchase Secured Obligations in the following order:

(A) *First*, Senior Lien Obligations.

(B) *Second*, Subordinate Lien Obligations.

(4) The property disposed of constitutes part of the Issuer's operating assets, and both of the following conditions are met:

(A) The Issuer receives consideration in an amount not less than the fair market value of the asset disposed of.

(B) If such asset being disposed of has a fair market value on disposition of less than 2.5% of the aggregate value of current and noncurrent assets of the System, prior to the disposition of such asset, the Issuer delivers to the Trustee a report of an Independent Consultant (i) expressing the opinion that such disposition will not impair the safe and efficient operation of the remaining portions of the System and (ii) demonstrating expected compliance with the Required Coverage Ratios for the then current and each of the following four Fiscal Years; provided that, if the value of the asset being disposed of is less than \$1,000,000, the Issuer may deliver a report of an Independent Certified Public Accountant. If the value of such asset being disposed of has a fair market value on disposition of an amount equal to or in excess of 2.5% of the aggregate value of current and noncurrent assets of the System, such report shall include a forecast of (x) the amount of Net ~~Income Available for Debt Service~~ Revenues to be realized by the System in the then current and each of the following four Fiscal Years, based on rates and charges for the System already adopted by the Issuer, (y) the projected Debt Service Requirements in the then current and each of the following four Fiscal Years, and (z) the resulting coverage ratios expressed in accordance with the definition of Required Coverage Ratios. Notwithstanding the foregoing, the fair market value of all assets disposed of in any Fiscal Year shall not exceed 5% of the aggregate value of current and noncurrent assets of the System.

The proceeds of such disposition shall either be deposited in the Capital Improvement Fund or used to redeem, Defease or purchase Secured Obligations in the following order:

(Y) *First*, Senior Lien Obligations.

(Z) *Second*, Subordinate Lien Obligations.

(e) **Books and Records.** The Issuer shall maintain complete books and records pertaining to the System and all receipts and disbursements with respect thereto. All transactions shall be recorded within thirty days after the transaction giving rise to the entry.

(f) **Budget and Related Financial Data.** Not later than the beginning of each Fiscal Year, the Issuer shall deliver to the Trustee:

(1) the operating budget of the System for such Fiscal Year and the Issuer's calculation of the Required Operating Reserve for such Fiscal Year; and

(2) the capital improvement budget of the System for such Fiscal Year.

The budget in effect for any Fiscal Year may be amended or revised by the Issuer in accordance with changed circumstances and conditions at any time during such Fiscal Year. Any revised budget shall be delivered to the Trustee.

(g) **Audit.** The Issuer shall deliver to the Trustee audited financial statements of the System for each Fiscal Year, including a report by the Issuer's auditors with respect to such financial statements, not later than 270 days after the date of issuance of the Warrants for the Fiscal Year ended September 30, 2013 and not later than 270 days after the end of each Fiscal Year thereafter.

(h) **No Free Service.** The Issuer shall not furnish any free utility service to any person, including the State or any other political subdivision, provided that the Issuer may waive impact fees for municipal facilities that will be used directly by a municipal governing body for carrying out their governmental functions.

(i) **Imposition of Liens for Failure to Pay.** To the extent permitted by law, if the account of any customer of utility service supplied by the System shall remain unpaid after such account shall become due (or such longer period, if any, as may be required for compliance with applicable federal and state law) after exhausting reasonable collection efforts, the Issuer shall promptly impose a lien upon the real property of such customer, but upon subsequent payment of the account, including any penalties which may be provided for in the applicable schedule of rates and charges, together with all costs associated with imposition of such lien, the Issuer may release the lien imposed upon the real property of such customer.

(j) **Insurance.** The Issuer shall maintain insurance with respect to the System against such risks as are customarily insured against by utility systems similar in size and character to the System, including:

(1) Insurance against loss or damage by fire or other casualty covered by the standard form of extended coverage endorsement at the time in use in the State, with loss retention or deductible amounts from coverage that, in the judgment of the Issuer, are customary and prudent for the System;

(2) Self-insurance against liability for bodily injury to or death of persons (including the operation of vehicles owned or leased by the Issuer and used in connection with the System), in the minimum amounts of \$100,000 for bodily injury or death for one person in any single occurrence or \$300,000 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence; provided, however, that the coverage required by this paragraph shall be increased should the law limiting the Issuer's liability for such risks be amended to increase the Issuer's exposure to such liability; and

(3) Workmen's compensation insurance respecting all employees of the System in such amount as is customarily carried by utility systems similar in size and character to the System; provided, that the Issuer may, at its election, be self-insured for such risk to the extent customary at the time for utility systems similar in size and character to the System.

SECTION 10.9 Maintenance of Rates

(a) The Confirmed Plan of Adjustment includes the Issuer's obligation to comply with the Rate Resolution. The Issuer hereby adopts the Rate Resolution as part of this Indenture and hereby covenants and agrees that, so long as any of the Secured Obligations are Outstanding, it will keep the Rate Resolution in full force and effect and will comply with the terms of the Rate Resolution. The Issuer's obligation to comply with the Rate Resolution is cumulative and in addition to its separate and independent covenant and agreement to comply with the terms and conditions of *Section 10.9(b)* and *Section 10.9(c)*.

(b) If the results of operations for the System for any Fiscal Year fail to comply with the Required Coverage Ratios, within 90 days after the beginning of the following Fiscal Year, the Issuer shall deliver to the Trustee (i) a revised schedule of rates and charges for System services, duly adopted by the Issuer after the beginning of the prior Fiscal Year (or during the then current Fiscal Year), (ii) a forecast of results of operations for the then current Fiscal Year, and (iii) a certificate of the Issuer's County Manager and Chief Financial Officer stating in effect that, after taking into account remedial action approved by the Issuer (including such revised schedule of rates and charges), the Issuer reasonably expects in good faith to be in compliance with the Required Coverage Ratios as of the end of such Fiscal Year.

(c) If the results of operations of the System fail to comply with the Required Coverage Ratios ~~for two consecutive~~in the succeeding Fiscal ~~Years~~Year, within 60 days after the beginning of the following Fiscal Year, the Issuer shall retain an Independent Consultant to recommend a revised schedule of rates and charges for System services and other actions to improve the results of operations for the System in accordance with the following procedures.

(1) The Issuer shall notify the Trustee of the identity of the proposed Independent Consultant, and the Trustee shall send notice of such proposed engagement to the Holders containing information on how to object to the proposed Independent Consultant. If both the Holders of more than 50% of the outstanding principal amount of the Senior Lien Obligations and the Holders of more than 50% of the outstanding principal amount of the Subordinate Lien Obligations object to the identity of the Issuer's proposed Independent Consultant in writing in accordance with the instructions of the Trustee within 15 calendar days of the giving of such notice, the Trustee shall provide notice to the Issuer of the Holders' rejection of the Issuer's proposed Independent Consultant together with the results of voting. If the requisite percentages of Holders do not reject the Issuer's proposed Independent Consultant in writing, the Trustee shall notify the Issuer that the Holders have not rejected the Issuer's proposed Independent Consultant.

(2) If the Holders vote to reject the Issuer's proposed Independent Consultant, the Issuer shall propose a new Independent Consultant to the Trustee, and the process provided for in **Section 10.9(c)(1)** shall be repeated until the requisite percentages of Holders do not reject the Issuer's proposed Independent Consultant.

(3) Within 45 days after the end of the last Holder notice and voting period provided for in the previous subparagraphs, the Issuer shall deliver to the Trustee a report of the Independent Consultant containing (i) the Independent Consultant's recommendation for a revised schedule of rates and charges for System services, (ii) recommendations for other actions to improve the results of operations of the System, (iii) a forecast of results of operations for such Fiscal Year (taking into account the remedial actions recommended), and (iv) a statement by the Independent Consultant that, after taking into account remedial action recommended, it expects the Issuer to be in compliance with the Required Coverage Ratios as of the end of such Fiscal Year. The engagement of an Independent Consultant shall be continued or renewed each Fiscal Year until the Issuer has achieved compliance with the Required Coverage Ratios for a full Fiscal Year. A new or revised report must be delivered by the Independent Consultant in each Fiscal Year of the engagement. The Issuer shall adopt the Independent Consultant's recommended schedule of rates and charges not later than 30 days after the delivery of any such report to the Trustee and shall follow the other recommendations of the Independent Consultant to the extent feasible and lawful.

(d) If the Issuer undertakes the remedial action required by **Section 10.9(b)** and **Section 10.9(c)**, the failure to achieve the Required Coverage Ratios in ~~any one~~such Fiscal Year shall not constitute an Indenture Default; provided, however, that (i) any default in the payment of Debt Service on Secured Obligations shall constitute an Indenture Default under **Section 11.1(a)**; and (ii) the failure to make a Required Transfer or Deposit shall, after notice and the passage of time provided in **Section 11.1(b)**, constitute an Indenture Default under **Section 11.1(b)**. If the Issuer undertakes the remedial action required by **Section 10.9(b)** and **Section 10.9(c)**, the failure to achieve the Required Coverage Ratios in ~~three~~two consecutive Fiscal Years shall not constitute an Indenture Default if the Issuer demonstrates compliance with the Required Coverage Ratios by substituting "115%" for "125%" in the ratio applicable to Senior Lien Obligations; otherwise, a failure to achieve the Required Coverage Ratios in ~~three~~two consecutive Fiscal Years shall constitute an Indenture Default under **Section 11.1(d)**, without regard to any provisions requiring notice or permitting an opportunity to cure, even if the Issuer is undertaking remedial action.

SECTION 10.10 Covenants Regarding Variable Rate Secured Obligations

The Issuer covenants and agrees that, so long as the Warrants are Outstanding, no more than twenty percent of the total principal amount and Accreted Value of Secured Obligations Outstanding shall be in the form of variable rate Secured Obligations. All variable rate Secured Obligations shall provide that the maximum rate of interest payable thereunder shall not exceed the Maximum Variable Rate.

ARTICLE 11

Defaults and Remedies

SECTION 11.1 Events of Default

Any one or more of the following shall constitute an event of default (an "Indenture Default") under this Indenture (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) failure to pay Debt Service on any Secured Obligation when such Debt Service becomes due and payable, whether at its scheduled due date, by declaration of acceleration or call for redemption or otherwise; or

(b) failure by the Issuer to make any Required Transfer or Deposit for more than 10 days after notice from the Trustee of such failure; or

(c) failure by the Issuer to restore the Reserve Fund Requirement to its required balance within 13 months of the latest withdrawal from any Secured Obligation Reserve Fund; or

(d) default in the performance, or breach, of any covenant or warranty of the Issuer in this Indenture (other than a covenant or warranty, a default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after written notice of such default or breach, stating that such notice is a "notice of default" hereunder, has been given to the Issuer by the Trustee, or to the Issuer and the Trustee by the Holders of at least 25% in principal amount of either (1) the Outstanding Secured Obligations or (2) the Outstanding Senior Lien Obligations, unless, in the case of a default or breach that cannot be cured by the payment of money, the Issuer initiates efforts to correct such default or breach within 30 days from the receipt of such notice and diligently pursues such action until the default or breach is corrected; or

(e) an Act of Bankruptcy by the Issuer; or

(f) an event of default, as therein defined, shall occur under any Supplemental Indenture and any applicable grace or notice period shall expire.

SECTION 11.2 Remedies

(a) **Acceleration of Maturity by Trustee.** If an Indenture Default exists, the Trustee may declare the principal of all Secured Obligations, the interest accrued thereon or the Accreted Value thereof to be due and payable immediately, by notice to the Issuer, and upon any such declaration such Debt Service shall become immediately due and payable. At any time after such a declaration of acceleration has been made pursuant to this *Section 11.2(a)*, the Holders of a majority in principal amount of the Secured Obligations Outstanding may, by notice to the Issuer and the Trustee, rescind and annul such declaration and its consequences if:

(1) the Issuer has deposited with the Trustee a sum sufficient to pay

(A) all overdue installments of interest on all Secured Obligations,

(B) the principal of any Secured Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Secured Obligations,

(C) the Accreted Value of any Secured Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Secured Obligations,

(D) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Secured Obligations, and

(E) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(2) all Indenture Defaults, other than the nonpayment of the principal or Accreted Value of Secured Obligations which has become due solely by such declaration of acceleration, have been cured or have been waived as provided in *Section 11.10*; and

(3) no less than a majority in principal amount of the Senior Lien Obligations Outstanding consent to any rescission and annulment of acceleration of the Secured Obligations by the Trustee.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereupon.

(b) **Acceleration of Maturity by Holders.** If an Indenture Default exists, the Holders of not less than a majority in principal amount of the Outstanding Secured Obligations may declare the principal of all Secured Obligations, the interest accrued thereon or the Accreted Value thereof to be due and payable immediately, by notice to the Issuer and to the Trustee, and upon any such declaration such Debt Service shall become immediately due and payable, provided that no acceleration of any Secured Obligations may be declared by the Holders thereof unless no less than a majority in principal amount of the Outstanding Senior Lien Obligations declare, or consent to a declaration of, acceleration of the Secured Obligations. At any time after such a declaration of acceleration has been made pursuant to and in compliance with this *Section 11.2(b)*, the Holders of a majority in principal amount of the Secured Obligations Outstanding may, by notice to the Issuer and the Trustee, rescind and annul such declaration and its consequences if:

(1) the Issuer has deposited with the Trustee a sum sufficient to pay

(A) all overdue installments of interest on all Secured Obligations,

(B) the principal of any Secured Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Secured Obligations,

(C) the Accreted Value of any Secured Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Secured Obligations,

(D) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Secured Obligations, and

(E) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(2) all Indenture Defaults, other than the nonpayment of the principal or Accreted Value of Secured Obligations which has become due solely by such declaration of acceleration, have been cured or have been waived as provided in *Section 11.10*; and

(3) no less than a majority in principal amount of the Senior Lien Obligations Outstanding consent to any rescission and annulment of acceleration of the Secured Obligations by the Holders.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereupon.

(c) **Receiver.** If an Indenture Default exists, the Trustee shall be entitled, upon the order of any court of competent jurisdiction, to the appointment of a receiver for the System and the System Revenues. The court

appointing such receiver may grant to such receiver all powers and duties permitted by law, including the power to operate and maintain the System, the power to establish rates and charges for utility services provided by the System, and the power to collect all System Revenues.

(d) **Enforcement of the Confirmed Plan of Adjustment.** If an Indenture Default exists, the Trustee shall be entitled to petition the Bankruptcy Court or any other court of competent jurisdiction for an order enforcing the requirements of the Confirmed Plan of Adjustment, including an order compelling the Issuer to take one or more of the following remedial actions:

- (1) increase rates charged for System services so that the System generates sufficient revenues to cure any default under this Indenture, or
- (2) specifically perform the terms of the Rate Resolution or this Indenture.

(e) **Rights and Remedies Cumulative.** No right or remedy herein conferred upon or reserved to the Trustee or to the Holders of Secured Obligations is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

(f) **Remedies Subject to Applicable Law.** All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Indenture invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

SECTION 11.3 Application of Money Collected

(a) So long as an Indenture Default exists and so long as the Trustee or the Holders have not elected the remedies described in *Section 11.2(a)* or *11.2(b)*, any money collected by the Trustee from System Revenues and any other sums then held by the Trustee as part of the General Trust Estate, shall be applied by the Trustee in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any), Accreted Value, or interest on the Secured Obligations:

- (1) **First:** To the payment of all undeducted amounts due the Trustee under *Section 12.7*;
- (2) **Second:** To the payment to the Holders entitled thereto of all installments of interest (but not Accreted Value) then due on Senior Lien Obligations, in the order of the maturity of such amounts; and if the amount available shall not be sufficient to pay in full any particular installment or amount then due, then to payment ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any preference or priority;
- (3) **Third:** To the payment to the Holders entitled thereto of the unpaid principal (or premium, if any), Accreted Value or redemption price of any Senior Lien Obligations which shall have become due (other than Senior Lien Obligations called for redemption for which moneys are held pursuant to the provisions of *Section 7.6* of this Indenture) in the order of their due dates; and if the amount available shall not be sufficient to pay in full all principal (or premium, if any) or Accreted Value due whether at maturity or by call for redemption on any particular date, then to the amount of such principal (or premium, if any) or Accreted Value, ratably, according to the amount of principal (or premium, if any) or Accreted Value due on such date, to the Holders entitled thereto, without any preference or priority;
- (4) **Fourth:** To payment of all amounts described in *Section 9.2(a)(2)*, without regard to references to amounts due the Trustee, provided that, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such amounts described in *Section 9.2(a)(2)*, then to the

payment of such amounts due, without any preference or priority, ratably according to the aggregate amount so due;

(5) **Fifth:** To the payment to the Holders entitled thereto of all installments of interest (but not Accreted Value) then due on Subordinate Lien Obligations, in the order of the maturity of such amounts; and if the amount available shall not be sufficient to pay in full any particular installment or amount then due, then to payment ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any preference or priority;

(6) **Sixth:** To the payment to the Holders entitled thereto of the unpaid principal (or premium, if any), Accreted Value or redemption price of any Subordinate Lien Obligations which shall have become due (other than Subordinate Lien Obligations called for redemption for which moneys are held pursuant to the provisions of *Section 7.6* of this Indenture) in the order of their due dates; and if the amount available shall not be sufficient to pay in full all principal (or premium, if any) or Accreted Value due whether at maturity or by call for redemption on any particular date, to the amount of such principal (or premium, if any) or Accreted Value, ratably, according to the amount of principal (or premium, if any) or Accreted Value due on such date, to the Holders entitled thereto, without any preference or priority;

(7) **Seventh:** To payment of all amounts described in *Section 9.2(a)(4)*, without regard to references to amounts due the Trustee, provided that, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such amounts described in *Section 9.2(a)(4)*, then to the payment of such amounts due, without any preference or priority, ratably according to the aggregate amount so due;

(8) **Eighth:** To payment of amounts described in *Sections 9.2(a)(5)* through *9.2(a)(10)*, in the order specified in *Section 9.2*.

(b) So long as an Indenture Default exists and only upon the election of remedies described in *Section 11.2(a)* or *11.2(b)* and only for so long as the election of such remedies is not rescinded or annulled, any money collected by the Trustee from System Revenues and any other sums then held by the Trustee as part of the General Trust Estate, shall be applied by the Trustee in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any), Accreted Value or interest, on the Secured Obligations:

(1) **First:** To the payment of all undeducted amounts due the Trustee under *Section 12.7*;

(2) **Second:** To the payment of the whole amount then due and unpaid upon the Outstanding Senior Lien Obligations for principal or Accreted Value and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Senior Lien Obligations) on overdue principal or Accreted Value and on overdue installments of interest (including amounts due any provider of Credit Enhancement); and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Senior Lien Obligations, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due; and

(3) **Third:** To the payment of the whole amount then due and unpaid upon the Outstanding Subordinate Lien Obligations for principal or Accreted Value and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Subordinate Lien Obligations) on overdue principal or Accreted Value and on overdue installments of interest (including amounts due any provider of Credit Enhancement); and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Subordinate Lien Obligations, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due; and

(4) **Fourth:** To the payment of the remainder, if any, to the Issuer or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

So long as an Indenture Default exists, if money in the General Trust Estate shall be insufficient to pay in full the whole amount so due and unpaid upon such Secured Obligations, then such amounts collected shall be applied by the Trustee in the order specified in *Section 11.3(b)(1)* through (4) to the payment of such amounts, and once such funds are insufficient to fully satisfy the Issuer's obligation with respect to amounts payable in the order specified, then such remaining funds shall be distributed by the Trustee on a pro rata basis to persons entitled thereto, without any preference or priority according to the aggregate amount so due. Payments with respect to Secured Obligations owned by or on behalf of the Issuer shall be made only after all other Secured Obligations have been Defeased.

(c) Any money held by the Trustee as part of the Trust Estate that is for the sole benefit of a specified series of Secured Obligations (including the Series 2013 Senior Lien Trust Estate and the Series 2013 Subordinate Lien Trust Estate) shall be applied to the amount due for principal (and premium, if any) and interest on such Secured Obligations without any preference or priority, ratably according to the aggregate amount so due on Secured Obligations of such series. The Trustee may apply funds on deposit for the sole benefit of a specified series of Secured Obligations prior to applying funds on deposit in the General Trust Estate to such series of Secured Obligations.

(d) Notwithstanding the provisions of *Section 9.2* and *Sections 11.3(a), 11.3(b)* and *11.3(c)*, if an Indenture Default exists and is continuing, the Trustee in its discretion (or a receiver on behalf of the Trustee) may apply System Revenues to the extent necessary to:

(1) allow the Issuer to preserve, maintain and operate the System prior to the payment of Debt Service on Secured Obligations and prior to payment of amounts owed providers of Credit Enhancement, or

(2) pay amounts described in *Section 9.2(a)(8)*.

SECTION 11.4 Trustee May Enforce Claims without Possession of Secured Obligations

All rights of action and claims under this Indenture or the Secured Obligations may be prosecuted and enforced by the Trustee without the possession of any of the Secured Obligations or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Secured Obligations subject to and pursuant to the terms of this Indenture.

SECTION 11.5 Limitation on Suits

No Holder of any Secured Obligation shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy hereunder, unless

(a) such Holder has previously given notice to the Trustee of a continuing Indenture Default;

(b) the Holders of not less than a majority in principal amount of the Outstanding Secured Obligations shall have made request to the Trustee to institute proceedings in respect of such Indenture Default in its own name as Trustee hereunder;

(c) the Holders of not less than a majority in principal amount of the Senior Lien Obligations Outstanding deliver such request, or consent to any request, to the Trustee to institute proceedings in respect of such Indenture Default hereunder;

(d) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(e) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(f) no direction inconsistent with such request has been given to the Trustee during such 60-day period by either (1) the Holders of a majority in principal amount of the Outstanding Senior Lien Obligations or (2) the Holders of a majority in principal amount of the Outstanding Secured Obligations;

it being understood and intended that no one or more Holders of Secured Obligations shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights or priority of any other Holders of Secured Obligations, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided and, except as otherwise expressly provided herein, for the equal and ratable benefit of all Outstanding Secured Obligations according to their respective priority under this Indenture.

SECTION 11.6 Unconditional Right of Holders of Secured Obligations to Payment

Notwithstanding any other provision in this Indenture, the Holder of any Secured Obligation shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Secured Obligation on the Maturity Date expressed in such Secured Obligation (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 11.7 Restoration of Positions

If the Trustee or any Holder of a Secured Obligation has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Trustee or to such Holder, then and in every such case the Issuer, the Trustee and the Holders of Secured Obligations shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders of Secured Obligations shall continue as though no such proceeding had been instituted.

SECTION 11.8 Delay or Omission Not Waiver

No delay or omission of the Trustee or of any Holder of Secured Obligations to exercise any right or remedy accruing upon an Indenture Default shall impair any such right or remedy or constitute a waiver of any such Indenture Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders of Secured Obligations may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by such Holders, as the case may be.

SECTION 11.9 Control by Holders of Senior Lien Obligations

The Holders of a majority in principal amount of the Outstanding Senior Lien Obligations shall have the right, during the continuance of an Indenture Default,

(a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Secured Obligations or otherwise, and

(b) to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee hereunder, including the power to direct or withhold directions with respect to any remedy available pursuant to *Section 11.2*; provided that

(1) such direction shall not be in conflict with any rule of law or this Indenture,

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders of either Senior Lien Obligations or Subordinate Lien Obligations not taking part in such direction.

If there are no Senior Lien Obligations Outstanding during the continuance of an Indenture Default, the Holders of a majority in principal amount of Outstanding Subordinate Lien Obligations shall have the right to exercise the powers described in this Section.

SECTION 11.10 Waiver of Past Defaults

(a) Before any judgment or decree for payment of money due has been obtained by the Trustee, the Holders of not less than a majority in principal amount of the Outstanding Secured Obligations may, by notice to the Trustee and the Issuer, on behalf of all Holders of Secured Obligations waive in writing any past default hereunder or under any other Secured Obligation Document and its consequences, except a default

(1) in the payment of Debt Service on any Secured Obligation, or

(2) in respect of a covenant or provision hereof which under *Article 13* cannot be modified or amended without the consent of the Holder of each Outstanding Secured Obligation affected;

provided that no waiver of any past default may be effected by the Holders unless not less than a majority in principal amount of the Outstanding Senior Lien Obligations consent to such waiver.

(b) Upon any such waiver, such default shall cease to exist, and any Indenture Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 11.11 Suits to Protect the Trust Estate

The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Holders of Secured Obligations in the Trust Estate and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Holders of Secured Obligations or the Trustee.

ARTICLE 12

The Trustee

SECTION 12.1 Certain Duties and Responsibilities of Trustee

(a) Except during the continuance of an Indenture Default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the

Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

(b) If an Indenture Default exists, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) The Trustee shall not incur liability for its action or inaction with respect to the performance of its duties and obligations under this Indenture unless such action or inaction constitutes willful misconduct or gross negligence under the circumstances. Liability of the Trustee for such action or inaction shall be further limited as follows:

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

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in aggregate principal amount of the Outstanding Secured Obligations (or the Holders of a majority in aggregate principal amount of Senior Lien Obligations pursuant to *Section 11.9*) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(3) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. ~~Written indemnity in a form satisfactory to the Trustee from any mutual fund with more than \$1 billion under management shall be deemed satisfactory, provided that the required indemnity is also provided from the Holders of the required amount of Outstanding Senior Lien Obligations.~~

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 12.2 Notice of Defaults

(a) If a notice event described in *Section 12.2(b)* exists, the Trustee shall notify Holders of Secured Obligations of such event within 30 days after the Trustee becomes aware of its existence; provided, however, that the Trustee shall be protected in withholding such notice if (1) the notice event has been cured or waived or otherwise ceases to exist before such notice is given; or (2) the Trustee determines in good faith that the withholding of such notice is in the interest of Holders of Secured Obligations.

(b) For purposes of this Section, the following shall constitute “notice events”:

(1) the occurrence of an Indenture Default; and

(2) any event which is, or after notice or lapse of time or both would become, an Indenture Default.

SECTION 12.3 Certain Rights of Trustee

Subject to *Section 12.1*:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order,

bond, debenture, coupon or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) Any request or direction of the Issuer mentioned herein shall be sufficiently evidenced by a certificate or order executed by an Authorized Issuer Representative.

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate executed by an Authorized Issuer Representative.

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

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

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books and records of the Issuer, personally or by agent or attorney.

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

SECTION 12.4 Trustee Not Responsible for Statements of Issuer

The provisions of this Indenture and the Secured Obligations, except the certificate of authentication on any Secured Obligations, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title of the Issuer thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Secured Obligations. The Trustee shall have no responsibility for statements of the Issuer contained in any securities disclosure document, continuing disclosure filing, or other public offering document or statement relating to the Warrants or any additional Secured Obligations.

SECTION 12.5 May Hold Secured Obligations

The Trustee in its individual or any other capacity, may become the Holder or pledgee of Secured Obligations and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

SECTION 12.6 Money Held in Trust

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent expressly provided in this Indenture or required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise expressly provided in *Article 9*.

SECTION 12.7 Compensation and Reimbursement

(a) The Issuer agrees to pay to the Trustee, or to reimburse the Trustee for, but solely from the Trust Estate:

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

(2) all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's gross negligence or willful misconduct.

(b) As security for the performance of the obligations of the Issuer under this Section, the Trustee shall be secured under this Indenture by a lien prior and senior in right to Subordinate Lien Obligations, and for the payment of such compensation, expenses, reimbursements and indemnity the Trustee shall have the right to use and apply any money held by it as a part of the Trust Estate in accordance with *Section 9.2*; provided that, so long as an Indenture Default exists, the Trustee shall be secured under this Indenture by a lien prior and senior in right to all Secured Obligations, and for the payment of such compensation, expenses, reimbursements and indemnity the Trustee shall have the right to use and apply any money held by it as a part of the Trust Estate in accordance with *Section 11.3*.

(c) The Trustee shall provide the Issuer with itemized invoices for all expenses (including expenses of agents and its counsel) upon written request of the Issuer.

SECTION 12.8 Corporate Trustee Required; Eligibility

There shall at all times be a Trustee hereunder which shall (i) be a commercial bank or trust company organized and doing business under the laws of the United States of America or of any state, (ii) be authorized under such laws to exercise corporate trust powers, (iii) be subject to supervision or examination by federal or state authority, and (iv) have an investment grade rating for its long-term deposits from each Rating Agency that provides a rating on any Secured Obligations or, if no Secured Obligations are rated, by any Rating Agency, and (v) have total assets of at least \$10 billion.

SECTION 12.9 Resignation and Removal; Appointment of Successor

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under *Section 12.10*.

(b) The Trustee may resign at any time by giving notice thereof to the Issuer. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by the Holders of a majority in principal amount of the Outstanding Secured Obligations, only if approved by a majority in principal amount of the Outstanding Senior Lien Obligations, with or without cause, by notice delivered to the Trustee and the Issuer. If no Indenture Default exists, the Trustee may be removed at any time by the Issuer, with or without cause, by notice delivered to the Trustee.

(d) If at any time:

(1) the Trustee shall cease to be eligible under *Section 12.8* and shall fail to resign after request therefor by the Issuer or by any Holder of Secured Obligations who has been a bona fide Holder of a Secured Obligation for at least six months, or

(2) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property (including any “orderly liquidation authority” under 12 U.S.C. §§ 5381-5394) shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case (i) the Issuer may remove the Trustee, or (ii) any Holder of Secured Obligations who has been a bona fide Holder for at least six months may, only if approved by a majority in principal amount of the Outstanding Senior Lien Obligations, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, a successor Trustee shall be appointed by the Issuer. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee may similarly appoint a successor to fill such vacancy until a new Trustee shall be so appointed by the Holders of Secured Obligations. If, within one year after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed by the Holders of a majority in principal amount of the Outstanding Secured Obligations, only if such action is approved by a majority in principal amount of the Outstanding Senior Lien Obligations, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Issuer or by such receiver or trustee. If no successor Trustee shall have been so appointed by the Issuer or the Holders and accepted appointment in the manner hereinafter provided, any Holder of Secured Obligations who has been a bona fide Holder for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee only if such action is approved by a majority in principal amount of the Outstanding Senior Lien Obligations.

(f) The Issuer shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee, to the Holders of Secured Obligations and to the providers of Credit Enhancement.

SECTION 12.10 Acceptance of Appointment by Successor

(a) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee; but, upon request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in *Section 12.7*. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

(b) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article, to the extent operative.

SECTION 12.11 Merger, Conversion, Consolidation or Succession to Business

Any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, or any purchaser of the Trustee or business unit exercising the duties of the Trustee under this Indenture shall be the

successor of the Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Secured Obligations shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Secured Obligations so authenticated with the same effect as if such successor Trustee had itself authenticated such Secured Obligations.

SECTION 12.12 Series 2013 Senior Collateral ~~Support~~ Agreement and the Series 2013 Subordinate Collateral Agreement

The Trustee is entering into the Series 2013 Senior Collateral ~~Support~~ Agreement and the Series 2013 Subordinate Collateral Agreement solely at the direction of the Issuer. The Issuer agrees that this Article shall apply to the Trustee's actions, if any, under the Series 2013 Senior Collateral ~~Support~~ Agreement and the Series 2013 Subordinate Collateral Agreement to the same extent as this Indenture. The Trustee is entitled to compensation and reimbursement for its fees and expenses incurred under the Series 2013 Senior Collateral ~~Support~~ Agreement and the Series 2013 Subordinate Collateral Agreement as provided in *Section 12.7*.

ARTICLE 13

Amendment of Secured Obligation Documents

SECTION 13.1 General Requirements for Amendments

The Trustee may, on its own behalf and on behalf of the Holders of Secured Obligations, from time to time enter into, or consent to, an amendment of any Secured Obligation Document only as permitted by this Article.

SECTION 13.2 Amendments Without Consent of Holders of Secured Obligations

An amendment of the Secured Obligation Documents for any of the following purposes may be made, or consented to, by the Trustee without the consent of the Holders of any Secured Obligations:

- (a) to correct or amplify the description of any property at any time subject to the lien of the Secured Obligation Documents, or better to assure, convey and confirm unto any secured party any property subject or required to be subjected to the lien of the Secured Obligation Documents, or to subject to the lien of this Indenture, additional property; or
- (b) to evidence the succession of another person to any Financing Participant and the assumption by any such successor of the covenants of such Financing Participant (provided that the requirements of this Indenture for such succession and assumption are otherwise satisfied); or
- (c) to add to the covenants of any Financing Participant for the benefit of Holders of Secured Obligations and to make the occurrence, or the occurrence and continuance, of a default in any of such additional covenants an event of default under the Secured Obligation Documents permitting the enforcement of all or any of the several remedies provided therein; provided, however, that with respect to any such covenant, such amendment may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default or may limit the remedies available upon such default; or
- (d) to surrender any right or power conferred upon any Financing Participant other than rights or powers for the benefit of Holders of Secured Obligations; or
- (e) to cure any ambiguity or to correct any inconsistency, provided such action shall not adversely affect the interests of the Holders of Secured Obligations; or
- (f) to appoint a separate agent of the Issuer or the Trustee to perform any one or more of the following functions: (i) registration of transfers and exchanges of Secured Obligations and (ii) payment of

Debt Service on the Secured Obligations; provided, however, that any such agent must be a bank or trust company with long-term obligations, at the time such appointment is made, in one of the three highest rating categories of at least one Rating Agency; or

(g) to facilitate and administer the addition of Credit Enhancement for the benefit of Holders of Secured Obligations, provided that such provisions do not adversely affect the interests of Holders of Secured Obligations not secured by such Credit Enhancement.

SECTION 13.3 Amendments Requiring Consent of All Affected Holders of Secured Obligations

An amendment of the Secured Obligation Documents for any of the following purposes may be entered into, or consented to, by the Trustee only with the consent of the Holder of each Secured Obligation affected:

(a) to change the stated Maturity Date of the principal of, or any installment of interest on, any Secured Obligation, or reduce the principal amount or the interest thereon or any premium payable upon the redemption thereof, or change the coin or currency in which any Secured Obligation or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated Maturity Date thereof (or, in the case of redemption, on or after the redemption date); or

(b) to reduce the percentage in principal amount of the Outstanding Secured Obligations, the consent of whose Holders is required for any amendment of the Secured Obligation Documents, or the consent of whose Holders is required for any waiver provided for in the Secured Obligation Documents; or

(c) to modify or alter the provisions of the proviso to the definition of the term "Outstanding"; or

(d) to modify any of the provisions of this Section or *Section 11.10*, except to increase any percentage provided thereby or to provide that certain other provisions of the Secured Obligation Documents cannot be modified or waived without the consent of the Holder of each Secured Obligation affected thereby; or

(e) to permit the creation of any lien ranking prior to or on a parity with the lien of the Secured Obligation Documents with respect to any of the Trust Estate or terminate the lien of the Secured Obligation Documents on any property at any time subject hereto or deprive the Holder of any Secured Obligation of the security afforded by the lien of the Secured Obligation Documents; or

(f) to change the priority of payment of Secured Obligations, including the provisions of *Section 9.2* and *Section 11.3* regarding priority of payment of Senior Lien Obligations and Subordinate Lien Obligations; or

(g) to eliminate, reduce or delay the obligation of the Issuer to make payments at times and in amounts sufficient to pay Debt Service on the Secured Obligations.

SECTION 13.4 Amendments Requiring Majority Consent of Holders of Secured Obligations

An amendment of the Secured Obligation Documents for any purpose not described in *Sections 13.2* or *13.3* may be entered into, or consented to, by the Trustee only with the consent of both (a) the Holders of a majority in principal amount of Senior Lien Obligations Outstanding, and (b) the Holders of a majority in principal amount of all Secured Obligations Outstanding.

SECTION 13.5 Discretion of Trustee

The Trustee may in its discretion determine whether or not any Secured Obligations would be affected by any amendment of the Secured Obligation Documents and any such determination shall be conclusive upon the Holders of all Secured Obligations (including persons deemed Holders by another provision of this Indenture, such as *Section 15.2(e)*), whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not

be liable for any such determination made in good faith, and the Trustee may conclusively rely on an Opinion of Counsel with respect to any such determination, so long as such reliance is in good faith.

SECTION 13.6 Trustee Protected by Opinion of Counsel

In executing or consenting to any amendment permitted by this Article, the Trustee shall be entitled to receive, and, subject to *Section 12.1*, shall be fully protected in relying upon, an Opinion of Counsel, so long as such reliance is in good faith, stating that the execution of such amendment is authorized or permitted by the Secured Obligation Documents.

SECTION 13.7 Amendments Affecting Trustee's Personal Rights

The Trustee may, but shall not be obligated to, enter into any amendment that affects the Trustee's own rights, duties or immunities under the Secured Obligation Documents.

SECTION 13.8 Effect on Holders of Secured Obligations

Upon the execution of any amendment under this Article, every Holder of Secured Obligations theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

SECTION 13.9 Reference in Secured Obligations to Amendments

Secured Obligations authenticated and delivered after the execution of any amendment under this Article shall, if required by such amendment or by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such amendment. New Secured Obligations so modified as to conform to any such amendment shall, if required by such amendment or by the Trustee, be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Secured Obligations.

SECTION 13.10 Amendments Not to Affect Tax Exemption

No amendment may be made to the Secured Obligation Documents unless the Trustee receives a Favorable Tax Opinion.

ARTICLE 14

Defeasance

SECTION 14.1 Payment of Indenture Indebtedness; Satisfaction and Discharge of Indenture

(a) Whenever all Indenture Indebtedness has been Defeased, then (i) this Indenture and all the liens, rights and interests created hereby shall cease, terminate and become null and void (except as to any surviving rights of transfer or exchange of Secured Obligations herein or therein provided for), and (ii) the Trustee shall, upon the request of the Issuer, execute and deliver a termination statement and such instruments of satisfaction and discharge as may be necessary and pay, assign, transfer and deliver to the Issuer or upon the order of the Issuer, all cash and securities then held by it hereunder as a part of the Trust Estate.

(b) A Secured Obligation shall be deemed "Defeased" if

(1) such Secured Obligation has been cancelled by the Trustee or delivered to the Trustee for cancellation, or

(2) such Secured Obligation shall have matured or been called for redemption and, on such Maturity Date or redemption date, money for the payment of Debt Service on such Secured Obligation is held by the Trustee in trust for the benefit of the person entitled thereto, or

(3) a trust for the payment of such Secured Obligation has been established in accordance with *Section 14.2*.

(c) Indenture Indebtedness other than Debt Service on the Secured Obligations shall be deemed “Defeased” whenever the Issuer has paid, or made provisions satisfactory to the Trustee for payment of, all such Indenture Indebtedness.

SECTION 14.2 Trust for Payment of Debt Service

(a) The Issuer may provide for the payment of any Secured Obligation by establishing a trust for such purpose with the Trustee and depositing therein cash and/or Federal Securities which (assuming the due and punctual payment of the principal of and interest on such Federal Securities, but without reinvestment) will provide funds sufficient to pay the Debt Service on such Secured Obligation as the same becomes due and payable until the Maturity or redemption of such Secured Obligation; provided, however, that:

(1) Such Federal Securities must not be subject to redemption prior to their respective maturities at the option of the issuer of such Securities.

(2) If such Secured Obligation is to be redeemed prior to its Maturity Date, either (i) the Trustee shall receive evidence that notice of such redemption has been given in accordance with the provisions of this Indenture and such Secured Obligation or (ii) the Issuer shall confer on the Trustee irrevocable authority for the giving of such notice.

(3) If such Secured Obligation bears interest at a variable rate, such trust must provide for payment of interest at the maximum rate payable on such Secured Obligation until such Secured Obligation is to be retired.

(4) Such Secured Obligation shall not be subject to repurchase by the Issuer or the provider of any Credit Enhancement with respect to such Secured Obligation during the period such trust will be in effect.

(5) Prior to the establishment of such trust the Trustee must receive a Favorable Tax Opinion.

(6) Prior to the establishment of such trust, the Trustee must receive verification from an independent third-party verification agent, experienced in the preparation of such reports, which may be an Independent Certified Public Accountant demonstrating that the principal and interest payments on the Federal Securities in such trust, without reinvestment, together with the cash balance in such trust remaining after purchase of such Securities, will be sufficient to make the required payments from such trust.

(b) Any trust established pursuant to this Section may provide for payment of less than all Secured Obligations outstanding including less than all Secured Obligations of any series or maturity; provided that, so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, the provisions of this Section shall be subject in all respects to *Section 15.5*.

(c) If any trust provides for payment of less than all Secured Obligations of the same Tenor, the Secured Obligations of such Tenor to be paid from the trust shall be selected by the Trustee by lot by such method as shall provide for the selection of portions (in Authorized Denominations) of the principal of Secured Obligations of such Tenor of a denomination larger than the smallest Authorized Denomination or as otherwise required by the Book Entry System. Such selection shall be made within seven days after such trust is established. This selection process shall be in lieu of the selection process otherwise provided with respect to redemption of Secured Obligations. After such selection is made, Secured Obligations that are to be paid from such trust (including Secured Obligations issued in exchange for such Secured Obligations pursuant to the transfer or exchange provisions of this Indenture) shall be identified by a separate CUSIP number or other designation satisfactory to the Trustee. The Trustee shall notify Holders whose Secured Obligations (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Secured Obligations to the Trustee in

exchange for Secured Obligations with the appropriate designation. The selection of Secured Obligations for payment from such trust pursuant to this Section shall be conclusive and binding on the Financing Participants.

(d) Cash and/or Federal Securities deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate, irrevocable trust fund for the benefit of the Holder of the Secured Obligation to be paid from such fund.

ARTICLE 15

Provisions Relating to the Series 2013 Insurer

SECTION 15.1 Applicability of this Article

(a) Notwithstanding anything to the contrary contained in this Indenture, so long as the Series 2013 Insurance Policy remains in full force and effect and the Series 2013 Insurer is not then in payment default under the Series 2013 Insurance Policy, the provisions of this *Article 15* shall apply for the benefit of the Series 2013 Insurer; provided that to the extent that the Series 2013 Insurer has made any payment of principal of or interest on the Insured Series 2013 Warrants it shall retain its rights of subrogation hereunder and under the Series 2013 Insurance Policy.

(b) For purposes of this *Article 15*, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“**Series 2013 Fiscal Agent**” means the Series 2013 Insurer’s agent, as designated in writing to the Trustee pursuant to the Series 2013 Insurance Policy.

“**Series 2013 Insurer Advances**” means a sum equal to the total of all amounts paid by the Series 2013 Insurer under the Series 2013 Insurance Policy.

“**Series 2013 Insurer Reimbursement Amounts**” means interest on Series 2013 Insurer Advances from the date paid by the Series 2013 Insurer until payment thereof in full, payable to the Series 2013 Insurer at the Series 2013 Late Payment Rate.

“**Series 2013 Late Payment Rate**” means the greater of (A) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in New York, 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 (B) the then applicable highest rate of interest on the Insured Series 2013 Warrants; provided that the Series 2013 Late Payment Rate shall never exceed 12% per annum. The Series 2013 Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

“**Series 2013 Payment Date**” means any date scheduled for the regular payment of interest or principal on the Insured Series 2013 Warrants.

“**Series 2013 Policy Payments Account**” means the separate special purpose trust account for the benefit of Holders of the Insured Series 2013 Warrants established by the Trustee in connection with a claim under the Series 2013 Insurance Policy.

SECTION 15.2 Requirements of the Series 2013 Insurer

(a) The Series 2013 Insurer shall be deemed to be the sole holder of the Insured Series 2013 Warrants 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 Insured Series 2013 Warrants are entitled to take pursuant to this Indenture.

(b) Notwithstanding the provisions of *Section 11.2*, the maturity of Insured Series 2013 Warrants shall not be accelerated without the consent of the Series 2013 Insurer and in the event the maturity of the Insured

Series 2013 Warrants is accelerated, the Series 2013 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 Issuer) 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 Series 2013 Insurer's obligations under the Series 2013 Insurance Policy with respect to such Insured Series 2013 Warrants shall be fully discharged.

(c) No grace period for a covenant default under this Indenture shall exceed 60 days or be extended for more than 90 days without the prior written consent of the Series 2013 Insurer. No grace period shall be permitted for payment defaults without the prior written consent of the Series 2013 Insurer.

(d) The Series 2013 Insurer is a third party beneficiary to this Indenture.

(e) Any amendment, supplement, or modification to this Indenture or any Credit Enhancement applicable to Secured Obligations made pursuant to *Article 13* that requires the consent of Holders of the Insured Series 2013 Warrants or materially adversely affects the rights and interests of the Series 2013 Insurer shall be subject to the prior written consent of the Series 2013 Insurer. [The Issuer shall provide the Series 2013 Insurer with prior written notice of any proposed amendment or modification to the First Supplemental Indenture.](#)

(f) The rights granted to the Series 2013 Insurer under this Indenture to request, consent to or direct any action are rights granted to the Series 2013 Insurer in consideration of its issuance of the Series 2013 Insurance Policy.

(g) Amounts paid by the Series 2013 Insurer under the Series 2013 Insurance Policy shall not be deemed a payment of the principal of, Accreted Value of or interest on the Insured Series 2013 Warrants for purposes of this Indenture, and the Insured Series 2013 Warrants on which payments are made by the Series 2013 Insurer shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with this Indenture. This Indenture shall not be discharged with respect to the Insured Series 2013 Warrants unless all amounts due or to become due to the Series 2013 Insurer have been paid in full or duly provided for.

(h) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Indenture would adversely affect the security for the Insured Series 2013 Warrants or the rights of the Holders of the Insured Series 2013 Warrants, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Series 2013 Insurance Policy.

(i) At least 5 Business Days prior to Defeasance of the Insured Series 2013 Warrants, the Issuer shall cause to be delivered to the Series 2013 Insurer the following:

(1) a draft verification report furnished pursuant to *Section 14.2(a)(6)* that includes the Series 2013 Insurer as an addressee or upon which the Series 2013 Insurer is expressly entitled to rely upon such report;

(2) a draft escrow agreement or other documentation evidencing the trust to be established under *Section 14.2*; and

(3) a draft opinion of nationally recognized bond counsel addressed to the Series 2013 Insurer to the effect that, as a result of the Defeasance contemplated with respect to the Insured Series 2013 Warrants, the Insured Series 2013 Warrants will be no longer Outstanding under this Indenture.

The Issuer shall provide the Series 2013 Insurer final copies of the documents described in this *Section 15.2(i)* within a commercially reasonable period after Defeasance of the Insured Series 2013 Warrants.

SECTION 15.3 Claims and Payments under the Series 2013 Insurance Policy

(a) If, on the third Business Day prior to the related scheduled Series 2013 Payment Date, there is not on deposit with the Trustee, after making all deposits, transfers, and draws on Credit Enhancement (other than the Series 2013 Insurance Policy) required under this Indenture, moneys sufficient to pay the principal of, Accreted

Value of and interest on the Insured Series 2013 Warrants due on such Series 2013 Payment Date, the Trustee shall give notice to the Series 2013 Insurer and to the Series 2013 Insurer Agent (if any) 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 Series 2013 Payment Date, there continues to be a deficiency in the amount available to pay the principal of, Accreted Value of, and interest on the Insured Series 2013 Warrants due on such Series 2013 Payment Date, the Trustee shall make a claim under the Series 2013 Insurance Policy and give notice to the Series 2013 Insurer and the Series 2013 Insurer 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 Insured Series 2013 Warrants and the amount required to pay principal or Accreted Value of the Insured Series 2013 Warrants, if any, confirmed in writing to the Series 2013 Insurer and the Series 2013 Insurer Agent (if any) 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 Series 2013 Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal or Accreted Value of Insured Series 2013 Warrants paid by the Series 2013 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 or Accreted Value of Insured Series 2013 Warrants registered to the then current holders of the Insured Series 2013 Warrants, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Series 2013 Warrant to the Series 2013 Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal or Accreted Value so paid; provided that the Trustee's failure to so designate any payment or issue any replacement Insured Series 2013 Warrants shall have no effect on the amount of principal, Accreted Value or interest payable by the Issuer on any Insured Series 2013 Warrants or the subrogation rights of the Series 2013 Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Series 2013 Insurer into the Series 2013 Policy Payments Account and the allocation of such funds to payment of interest on and principal or Accreted Value of any Insured Series 2013 Warrants. The Series 2013 Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Series 2013 Insurance Policy, the Trustee shall establish a Series 2013 Policy Payments Account in the Series 2013 Senior Lien Debt Service Fund over which the Trustee shall have exclusive control and the sole right of withdrawal. The Trustee shall receive any amount paid under the Series 2013 Insurance Policy in trust on behalf of Holders of the Insured Series 2013 Warrants and shall deposit any such amount in the Series 2013 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 Holders of the Insured Series 2013 Warrants in the same manner as principal or Accreted Value and interest payments are to be made with respect to the Insured Series 2013 Warrants under the sections of this Indenture regarding payment of Insured Series 2013 Warrants. 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.

(e) Notwithstanding anything in this Indenture to the contrary:

(1) the Issuer agrees to pay to the Series 2013 Insurer a sum equal to the total Series 2013 Insurer Advances and Series 2013 Insurer Reimbursement Amounts;

(2) the Series 2013 Insurer Reimbursement Amounts shall be secured by a lien on and pledge of the General Trust Estate and the Series 2013 Senior Lien Trust Estate on a parity with the lien provided the Insured Series 2013 Warrants; and

(3) the Series 2013 Insurer Reimbursement Amounts shall be payable from the Senior Lien Debt Service Fund.

(f) Funds held in the Series 2013 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 Series 2013 Policy Payments Account following a Series 2013 Payment Date shall promptly be remitted to the Series 2013 Insurer.

(g) The Series 2013 Insurer shall, to the extent it makes any payment of principal or Accreted Value of or interest on the Insured Series 2013 Warrants, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Series 2013 Insurance Policy.

(h) The Issuer shall pay or reimburse the Series 2013 Insurer any and all reasonable charges, fees, costs and expenses that the Series 2013 Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in this Indenture or any Credit Enhancement applicable to the Insured Series 2013 Warrants, (2) the pursuit of any remedies under this Indenture or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, this Indenture or whether or not executed or completed, or (4) any litigation or other dispute in connection with this Indenture or the transactions contemplated thereby, other than costs resulting from the failure of the Series 2013 Insurer to honor its obligations under the Series 2013 Insurance Policy.

(i) The Series 2013 Insurer shall be entitled to pay principal or interest on the Insured Series 2013 Warrants that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Series 2013 Insurance Policy), whether or not the Series 2013 Insurer has received a Notice of Nonpayment (as such terms are defined in the Series 2013 Insurance Policy) or a claim upon the Series 2013 Insurance Policy.

SECTION 15.4 Reporting Requirements to Series 2013 Insurer

(a) The notice address of the Series 2013 Insurer is:

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019
Attention: Managing Director – Surveillance,
Re: Policy No. 215852-N,
Telephone: (212) 826-0100;
Telecopier: (212) 339-3556.

In each case in which notice or other communication refers to an Indenture Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the contact information listed in this Section and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

(b) The Series 2013 Insurer shall be provided with the following information:

(1) The Issuer shall provide: (A) annual audited financial statements within 270 days after the end of the Issuer’s Fiscal Year (together with a certification of the Issuer that it is not aware of any default or Indenture Default under this Indenture), and (B) the Issuer’s annual budget within 30 days after the approval thereof together with such other information, data or reports as the Series 2013 Insurer shall reasonably request from time to time;

(2) The Trustee shall provide notice of any draw upon the Series 2013 Senior Lien Reserve Fund within five Business Days after knowledge thereof other than (A) withdrawals of amounts in excess of the Series 2013 Senior Lien Reserve Fund Requirement and (B) withdrawals in connection with a refunding of the Senior Lien Obligations;

(3) The Issuer shall provide notice of any default known to the Issuer within five Business Days after knowledge thereof;

(4) The Issuer shall provide prior notice of the advance refunding or redemption of any of the Insured Series 2013 Warrants, including the principal amount, maturities and CUSIP numbers thereof;

(5) The Issuer shall provide notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(6) The Issuer shall provide a full, complete copy of the transcript of all proceedings relating to the execution of any amendment of or supplement to this Indenture; and

(7) The Issuer shall provide a copy of all reports, notices and correspondence delivered to the Holders of the Insured Series 2013 Warrants by it under the terms of this Indenture.

(c) To the extent that the Issuer has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Insured Series 2013 Warrants, all information furnished pursuant to such agreements also shall be provided to the Series 2013 Insurer, simultaneously with the furnishing of such information; provided that if the information described in this paragraph is posted on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") System, the Issuer shall only need provide the Series 2013 Insurer notice that such information is available from EMMA.

(d) The Issuer will permit the Series 2013 Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Series 2013 Insurer may reasonably request regarding the security for the Insured Series 2013 Warrants with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Series 2013 Insurer to have access to the facilities, books and records of the Issuer on any Business Day upon reasonable prior notice.

(e) If an Indenture Default has occurred and is continuing and the Trustee (or a receiver acting on behalf of the Trustee, if any) takes action pursuant to *Section 11.3(d)*, the Trustee (or a receiver acting on behalf of the Trustee, if any) will use commercially reasonable efforts to permit the Series 2013 Insurer to have access to the books and records relating to the System in its possession (or in the possession of a receiver acting on behalf of the Trustee, if any) on any Business Day upon reasonable prior notice.

SECTION 15.5 Maintenance of Ratio between Senior Lien Obligations and Subordinate Lien Obligations

For so long as the Series 2013 Insurance Policy is in effect and the Series 2013 Insurer is not in payment default thereunder, the Issuer shall not take the following actions, without the prior written consent of the Series 2013 Insurer:

(a) Call Secured Obligations for optional redemption so that the resulting ratio of Outstanding Senior Lien Obligations to all Secured Obligations Outstanding immediately after giving effect to such optional redemption exceeds the ratio specified for any one Fiscal Year, as provided in *Exhibit 15.5*; or

(b) Purchase, or cause to be purchased, Secured Obligations pursuant to *Section 6.2* or *7.9* so that the resulting ratio of Outstanding Senior Lien Obligations to all Secured Obligations Outstanding immediately after giving effect to such purchases exceeds the ratio specified for any one Fiscal Year, as provided in *Exhibit 15.5*.

SECTION 15.6 Additional Covenants of the Issuer

(a) Subject to the provisions of *Section 15.6(b)*, the Issuer covenants and agrees with the Series 2013 Insurer as follows:

(1) The Issuer shall not enter into any interest rate exchange agreement, cap, collar, floor, ceiling, or other agreement or instrument involving reciprocal payment obligations between the Issuer and a counterparty based on interest rates applied to a notional amount of principal entered into by or on behalf of the Issuer and payable from or secured in whole or in part by the Trust Estate, ~~without the prior written consent of the Series 2013 Insurer~~ so long as the Warrants are Outstanding. As evidenced by the issuance and delivery of the Series 2013 Insurance Policy to the Trustee and for the avoidance of doubt, the Series

2013 Insurer has consented to the issuance of the Reserve Fund Warrants in the maximum amount allowed for under the First Supplemental Indenture.

(2) The maximum principal amount of Unsecured Obligations payable in any one Fiscal Year shall not exceed 25% of the remaining proceeds of System Revenues after all payments and deposits have been made in accordance with *Sections 9.2(a)(1)* through *9.2(a)(8)*.

(3) The Issuer shall obtain the prior written consent of the Series 2013 Insurer for any transfer of the System described in *Section 10.6(a)*, unless upon such transfer the Insured Series 2013 Warrants shall be irrevocably paid in full or Defeased.

(4) The insurance described in *Section 10.8(j)(1)* shall be provided by an insurer (1) that is rated at least "A-" or higher (or the equivalent) by any Rating Agency or (2) that is assigned a financial strength rating of "B-" or higher by A.M. Best Company, Inc.

(5) The Issuer shall obtain the prior written consent of the Series 2013 Insurer for any transfer of operating assets that would exceed the limitations described in *Section 10.8(d)(4)*.

(b) Upon and for so long as the Insured Series 2013 Warrants are rated "A-~~+~~" (or its equivalent), or better, without regard to any Credit Enhancement, by any one Rating Agency, the covenants provided for in *Sections 15.6(a)(2)* and *(a)(4)* shall no longer be applicable to the Issuer.

ARTICLE 16

Miscellaneous

SECTION 16.1 Notices to Financing Participants

(a) Notices and other communications to Financing Participants pursuant to this Indenture must be in writing except as otherwise expressly provided in this Indenture. Any specific reference in this Indenture to "written notice" shall not be construed to mean that any other notice may be oral, unless such oral notice is specifically permitted by this Indenture under the circumstances.

(b) Notices and other communications pursuant to this Indenture may be delivered by any method provided in the directions for notices attached as *Exhibit 16.1(b)*. A Financing Participant may change its directions for notices by giving notice to the other Financing Participants.

(c) Any notice shall be deemed given when actually received by the Financing Participant to whom the notice is addressed. In addition, any notice sent by certified mail shall be deemed received three Business Days after being sent by certified mail, addressed as provided in the notice directions included in *Exhibit 16.1(b)* or, if the designated Financing Participant has delivered a change notice, as specified in such change notice.

(d) Notice to any Financing Participant required by this Indenture may be waived in writing by such Financing Participant, either before or after the event, and such waiver shall be the equivalent of such notice.

SECTION 16.2 Notices to Holders of Warrants

(a) Notices and other communications to Holders of Warrants pursuant to this Indenture must be in writing except as otherwise expressly provided in this Indenture. Any specific reference in this Indenture to "written notice" shall not be construed to mean that any other notice may be oral, unless such oral notice is specifically permitted by this Indenture under the circumstances.

(b) If the Book Entry System is in effect, notices and other communications to Holders of Warrants will be delivered through the Book Entry System and shall be deemed delivered upon receipt by DTC.

(c) If the Book Entry System is terminated, notices and other communications to Holders of Warrants shall be delivered to each Holder at the address as it then appears in the Warrant Register. If such notice or other communication is sent by certified mail, such notice shall be deemed given when mailed; if given by first-class mail, such notice shall be deemed given five days after mailing.

(d) Any defect in a notice to any particular Holder shall not affect the sufficiency of such notice with respect to other Holders.

(e) Notice to any Holder required by this Indenture may be waived in writing by such Holder, either before or after the event, and such waiver shall be the equivalent of such notice.

(f) Notices to Holders of additional Secured Obligations shall be specified in the Supplemental Indenture pursuant to which such Secured Obligations are issued.

SECTION 16.3 Successors and Assigns

All covenants and agreements in this Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not.

SECTION 16.4 Benefits of Indenture

Except as expressly provided herein (including, without limitation, *Article 15*), nothing in this Indenture or in the Secured Obligations, express or implied, shall give to any person, other than the parties hereto and their successors hereunder and the Holders of the Secured Obligations any benefit or legal or equitable right, remedy or claim under this Indenture.

SECTION 16.5 Rights or Powers of Providers of Credit Enhancement

(a) If expressly permitted by the terms of this Indenture (including any Supplemental Indenture with respect to Secured Obligations), the provider of any Credit Enhancement with respect to Secured Obligations may, on behalf of the Holders of the Secured Obligations secured by such Credit Enhancement (and without notice to or consent of such Holders), exercise the following rights and powers of such Holders under this Indenture:

(a1) the right or power to provide directions with respect to the pursuit of remedies available to the Trustee if an Indenture Default exists, including the right or power to direct the acceleration of the Maturity Date of Secured Obligations;

(b2) the right or power to waive any Indenture Default and its consequences; and

(c3) the right or power to consent to, or approve, any amendment of this Indenture requiring the consent of Holders of Secured Obligations, other than an amendment described in *Section 13.3*;

provided, however, that the provider of such Credit Enhancement may not exercise such rights and powers if the provider of such Credit Enhancement has defaulted under the terms of such Credit Enhancement or any similar instrument.

(b) No rights described in *Section 16.5(a)* are provided JPMorgan Chase Bank pursuant to this Indenture, except as may be provided in the First Supplemental Indenture.

SECTION 16.6 Calculation of Percentage of Holders Taking Action

Notwithstanding any provision of this Indenture, the Accreted Value of an Outstanding Capital Appreciation Warrant or of an Outstanding Convertible Capital Appreciation Warrant (prior to the applicable Current Interest Commencement Date) shall be considered principal for the purpose of determining whether the Holders of a particular percentage in principal amount of Outstanding Secured Obligations shall have taken any action, including whether the Holders have given any direction, required any action, exercised any right or remedy,

waived any default, removed any Trustee, appointed any successor Trustee or consented to any amendment of this Indenture.

SECTION 16.7 Amounts Due and Unpaid After Act of Bankruptcy

For purposes of the priority as between Senior Lien Obligations and Subordinate Lien Obligations under *Section 11.3*, amounts due and unpaid on the Senior Lien Obligations shall include all interest, fees and expenses accrued or accruing (or that would, absent an Act of Bankruptcy by the Issuer, accrue) after any Act of Bankruptcy by the Issuer in accordance with, at the time contemplated by and at the rate, if any, specified herein, whether or not the claim for such interest, fees or expenses is allowed, allowable, recognized or provable as a claim in any applicable bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Issuer, and whether or not any underlying Senior Lien Obligations are modified in any fashion during such proceeding (including pursuant to 11 U.S.C. § 1129(b)). In the event that the Holders of the Subordinate Lien Obligations receive any payments or funds in an amount in error or inconsistent with the rights of the Holders of the Senior Lien Obligations pursuant to, and in accordance with the priorities set forth in *Section 3.1*, *Section 11.3* and this *Section 16.7*, the Holders of the Senior Lien Obligations shall have a cause of action to collect any such amount.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this instrument to be duly executed by their duly authorized officers.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____

Title: _____

This instrument was prepared by:

J. Foster Clark
J. Hobson Presley, Jr.
J. Thomas Longino
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203-4642
(205) 251-8100

STATE OF ALABAMA

JEFFERSON COUNTY

I, _____, a Notary Public in and for said County in said State, do hereby certify that _____, whose name as President, Jefferson County Commission, of JEFFERSON COUNTY, ALABAMA, a political subdivision 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand this the _____ day of December, 2013.

Notary Public

NOTARIAL SEAL

My commission expires:_____

STATE OF _____

_____ COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as trustee, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this the _____ day of December, 2013.

Notary Public

NOTARIAL SEAL

My commission expires:_____

EXHIBIT 5.1(c)

Form of Series 2013-A Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Senior Lien Sewer Revenue Current Interest Warrant, Series 2013-A

Number:

Date of Initial Delivery:

Maturity Date:

Interest Rate:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest hereon from the date of initial delivery of this warrant, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified above; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of warrants issued by the Issuer under the Indenture in the aggregate principal amount of ~~[\$375,000,000]~~\$395,005,000.00 and designated "Senior Lien Sewer Revenue Current Interest Warrants, Series 2013-A" (the "Series 2013-A Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Senior Lien Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-A Warrants are being issued as Senior Lien Obligations and are also referred to in the Indenture as the "Series 2013 Senior Lien Obligations". The Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Series 2013 Senior Lien Obligations, upon compliance with certain provisions of the Indenture. Subordinate Lien Obligations are being issued simultaneously with the issuance of the Series 2013-A Warrants and the Indenture permits the issuance of additional Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Senior Lien Obligations is further secured by the Series 2013 Senior Lien Trust Estate, which includes the Series 2013 Senior Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Senior Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-A Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-A Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-A Warrants.

Applicable Interest Rate

The applicable interest rate for this warrant is specified above.

Computation of Interest Accrual

Interest on Series 2013-A Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates

Interest on Series 2013-A Warrants is payable on the following dates: *[specify from Indenture]*.

Regular Record Date for Interest Payments

If the Book Entry System is in effect, the Trustee shall pay interest on this warrant to DTC, and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the

Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

Series 2013-A Warrants may be in denominations of \$5,000 or any integral multiple thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-A Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all Series 2013-A Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-A Warrants to be redeemed.

Notice of redemption of any Series 2013-A Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-A Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-A Warrants (or portions thereof) identified in such notice, and any Series 2013-A Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-A Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-A Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-A Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-A Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-A Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-A Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-A Warrant, without service charge, a new Series 2013-A Warrant or Series 2013-A Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate

principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2013-A Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-A Warrants that have been called for optional redemption in lieu of retiring such Series 2013-A Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-A Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-A Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-A Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-A Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-A Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Series 2013-A Warrants referred to in the within-mentioned Indenture. The Series 2013-A Warrants have been issued as Senior Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.2(c)

Form of Series 2013-B Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Senior Lien Sewer Revenue Capital Appreciation Warrant, Series 2013-B

Number:

Date of Initial Delivery:

Yield to Maturity:

Maturity Date:

Accreted Value at Maturity:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the “Issuer”, which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest that shall accrete thereon from the date of initial delivery of this warrant to the Maturity Date or earlier redemption; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the “Indenture”), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the “Trustee”, which term includes any successor trustee under the Indenture). This warrant is part of a series of warrants issued by the Issuer under the Indenture in the Initial Principal Amount of ~~[\$55,693,095.85]~~\$54,999,963.60 and designated “Senior Lien Sewer Revenue Capital Appreciation Warrants, 2013-B” (the “Series 2013-B Warrants”). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Senior Lien Trust Estate (the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-B Warrants are being issued as Senior Lien Obligations and are also referred to in the Indenture as the "Series 2013 Senior Lien Obligations". The Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Series 2013 Senior Lien Obligations, upon compliance with certain provisions of the Indenture. Subordinate Lien Obligations are being issued simultaneously with the issuance of the Series 2013-B Warrants and the Indenture permits the issuance of additional Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Senior Lien Obligations is further secured by the Series 2013 Senior Lien Trust Estate, which includes the Series 2013 Senior Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Senior Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-B Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-B Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-B Warrants.

Accretion of Interest

This warrant is payable only at maturity or optional redemption and will not pay interest on a current basis. Interest on this warrant shall accrete in value from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Maturity Date or earlier redemption at the effective per annum rate required to produce the yield to maturity indicated above.

Computation of Interest Accretion

Interest on this warrant shall accrete on the basis of a 360-day year with 12 months of 30 days each. Accretion between such dates shall be determined using linear interpolation.

Interest on Overdue Payments

Interest shall be payable on overdue Accreted Value on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

The Series 2013-B Warrants may be in denominations of *[specify from Indenture]*.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-B Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all of the Series 2013-B Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-B Warrants to be redeemed.

Notice of redemption of any Series 2013-B Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-B Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-B Warrants (or portions thereof) identified in such notice, and any Series 2013-B Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-B Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-B Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-B Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-B Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-B Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-B Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-B Warrant, without service charge, a new Series 2013-B Warrant or Series 2013-B Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate Accreted Value equal to and in exchange for the unredeemed portion of the Accreted Value of the Series 2013-B Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-B Warrants that have been called for optional redemption in lieu of retiring such Series 2013-B Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations, or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-B Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-B Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-B Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-B Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-B Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Warrants referred to in the within-mentioned Indenture. The Series 2013-B Warrants have been issued as Senior Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.2(e)

**Schedule of Compound Accreted Value
for
Series 2013-B Warrants**

~~[To be added]~~ [Schedule begins on the following page.](#)

<u>Date</u>	<u>Series 2013-B Warrant maturing 10/01/2025</u>	<u>Series 2013-B Warrant maturing 10/01/2026</u>	<u>Series 2013-B Warrant maturing 10/01/2027</u>	<u>Series 2013-B Warrant maturing 10/01/2028</u>	<u>Series 2013-B Warrant maturing 10/01/2029</u>	<u>Series 2013-B Warrant maturing 10/01/2030</u>
<u>12/3/2013</u>	<u>\$2,438,595.00</u>	<u>\$4,567,584.00</u>	<u>\$6,481,807.20</u>	<u>\$4,854,262.50</u>	<u>\$4,483,168.75</u>	<u>\$4,130,481.25</u>
<u>4/1/2014</u>	<u>2,483,339.00</u>	<u>4,655,040.00</u>	<u>6,608,642.40</u>	<u>4,951,162.50</u>	<u>4,574,487.50</u>	<u>4,216,337.50</u>
<u>10/1/2014</u>	<u>2,553,181.00</u>	<u>4,791,840.00</u>	<u>6,806,969.20</u>	<u>5,102,806.25</u>	<u>4,717,462.50</u>	<u>4,350,762.50</u>
<u>4/1/2015</u>	<u>2,624,997.00</u>	<u>4,932,576.00</u>	<u>7,011,168.00</u>	<u>5,259,081.25</u>	<u>4,864,950.00</u>	<u>4,489,343.75</u>
<u>10/1/2015</u>	<u>2,698,834.00</u>	<u>5,077,440.00</u>	<u>7,221,532.40</u>	<u>5,420,106.25</u>	<u>5,016,950.00</u>	<u>4,632,556.25</u>
<u>4/1/2016</u>	<u>2,774,739.00</u>	<u>5,226,624.00</u>	<u>7,438,209.20</u>	<u>5,586,118.75</u>	<u>5,173,700.00</u>	<u>4,780,162.50</u>
<u>10/1/2016</u>	<u>2,852,759.00</u>	<u>5,380,128.00</u>	<u>7,661,345.20</u>	<u>5,757,237.50</u>	<u>5,335,437.50</u>	<u>4,932,518.75</u>
<u>4/1/2017</u>	<u>2,932,988.00</u>	<u>5,538,240.00</u>	<u>7,891,087.20</u>	<u>5,933,581.25</u>	<u>5,502,162.50</u>	<u>5,089,743.75</u>
<u>10/1/2017</u>	<u>3,015,520.00</u>	<u>5,700,864.00</u>	<u>8,127,875.60</u>	<u>6,115,268.75</u>	<u>5,674,112.50</u>	<u>5,251,956.25</u>
<u>4/1/2018</u>	<u>3,100,308.00</u>	<u>5,868,384.00</u>	<u>8,371,710.40</u>	<u>6,302,537.50</u>	<u>5,851,406.25</u>	<u>5,419,393.75</u>
<u>10/1/2018</u>	<u>3,187,493.00</u>	<u>6,040,704.00</u>	<u>8,622,885.20</u>	<u>6,495,506.25</u>	<u>6,034,281.25</u>	<u>5,592,175.00</u>
<u>4/1/2019</u>	<u>3,277,169.00</u>	<u>6,218,208.00</u>	<u>8,881,546.80</u>	<u>6,694,531.25</u>	<u>6,222,856.25</u>	<u>5,770,418.75</u>
<u>10/1/2019</u>	<u>3,369,336.00</u>	<u>6,400,800.00</u>	<u>9,147,988.80</u>	<u>6,899,493.75</u>	<u>6,417,250.00</u>	<u>5,954,362.50</u>
<u>4/1/2020</u>	<u>3,464,088.00</u>	<u>6,588,864.00</u>	<u>9,422,504.80</u>	<u>7,110,750.00</u>	<u>6,617,818.75</u>	<u>6,144,125.00</u>
<u>10/1/2020</u>	<u>3,561,519.00</u>	<u>6,782,400.00</u>	<u>9,705,094.80</u>	<u>7,328,537.50</u>	<u>6,824,562.50</u>	<u>6,339,943.75</u>
<u>4/1/2021</u>	<u>3,661,676.00</u>	<u>6,981,696.00</u>	<u>9,996,346.00</u>	<u>7,552,975.00</u>	<u>7,037,837.50</u>	<u>6,542,056.25</u>
<u>10/1/2021</u>	<u>3,764,700.00</u>	<u>7,186,752.00</u>	<u>10,296,111.60</u>	<u>7,784,300.00</u>	<u>7,257,881.25</u>	<u>6,750,581.25</u>
<u>4/1/2022</u>	<u>3,870,544.00</u>	<u>7,397,856.00</u>	<u>10,605,125.60</u>	<u>8,022,750.00</u>	<u>7,484,693.75</u>	<u>6,965,756.25</u>
<u>10/1/2022</u>	<u>3,979,443.00</u>	<u>7,615,200.00</u>	<u>10,923,241.20</u>	<u>8,268,443.75</u>	<u>7,718,512.50</u>	<u>7,187,818.75</u>
<u>4/1/2023</u>	<u>4,091,350.00</u>	<u>7,838,880.00</u>	<u>11,250,898.80</u>	<u>8,521,618.75</u>	<u>7,959,693.75</u>	<u>7,416,887.50</u>
<u>10/1/2023</u>	<u>4,206,406.00</u>	<u>8,069,088.00</u>	<u>11,588,392.00</u>	<u>8,782,631.25</u>	<u>8,208,475.00</u>	<u>7,653,318.75</u>
<u>4/1/2024</u>	<u>4,324,705.00</u>	<u>8,306,208.00</u>	<u>11,936,161.20</u>	<u>9,051,600.00</u>	<u>8,464,975.00</u>	<u>7,897,350.00</u>
<u>10/1/2024</u>	<u>4,446,341.00</u>	<u>8,550,144.00</u>	<u>12,294,206.40</u>	<u>9,328,762.50</u>	<u>8,729,550.00</u>	<u>8,148,981.25</u>
<u>4/1/2025</u>	<u>4,571,408.00</u>	<u>8,801,280.00</u>	<u>12,662,968.00</u>	<u>9,614,475.00</u>	<u>9,002,318.75</u>	<u>8,408,806.25</u>
<u>10/1/2025</u>	<u>4,700,000.00</u>	<u>9,059,904.00</u>	<u>13,042,886.40</u>	<u>9,908,975.00</u>	<u>9,283,637.50</u>	<u>8,676,825.00</u>
<u>4/1/2026</u>		<u>9,326,016.00</u>	<u>13,434,255.20</u>	<u>10,212,381.25</u>	<u>9,573,743.75</u>	<u>8,953,393.75</u>
<u>10/1/2026</u>		<u>9,600,000.00</u>	<u>13,837,221.20</u>	<u>10,525,168.75</u>	<u>9,872,993.75</u>	<u>9,238,750.00</u>
<u>4/1/2027</u>			<u>14,252,371.60</u>	<u>10,847,456.25</u>	<u>10,181,506.25</u>	<u>9,533,250.00</u>
<u>10/1/2027</u>			<u>14,680,000.00</u>	<u>11,179,718.75</u>	<u>10,499,637.50</u>	<u>9,837,131.25</u>
<u>4/1/2028</u>				<u>11,522,075.00</u>	<u>10,827,743.75</u>	<u>10,150,750.00</u>
<u>10/1/2028</u>				<u>11,875,000.00</u>	<u>11,166,181.25</u>	<u>10,474,225.00</u>
<u>4/1/2029</u>					<u>11,515,068.75</u>	<u>10,808,150.00</u>
<u>10/1/2029</u>					<u>11,875,000.00</u>	<u>11,152,643.75</u>
<u>4/1/2030</u>						<u>11,508,062.50</u>
<u>10/1/2030</u>						<u>11,875,000.00</u>

<u>Date</u>	<u>Series 2013-B Warrant maturing 10/01/2031</u>	<u>Series 2013-B Warrant maturing 10/01/2032</u>	<u>Series 2013-B Warrant maturing 10/01/2033</u>	<u>Series 2013-B Warrant maturing 10/01/2034</u>	<u>Series 2013-B Warrant maturing 10/01/2035</u>	<u>Series 2013-B Warrant maturing 10/01/2036</u>
<u>12/3/2013</u>	<u>\$3,879,206.25</u>	<u>\$3,561,193.75</u>	<u>\$3,340,437.50</u>	<u>\$6,132,745.50</u>	<u>\$5,747,108.80</u>	<u>\$5,383,373.10</u>
<u>4/1/2014</u>	<u>3,959,837.50</u>	<u>3,636,600.00</u>	<u>3,411,212.50</u>	<u>6,265,268.10</u>	<u>5,871,076.80</u>	<u>5,499,449.55</u>
<u>10/1/2014</u>	<u>4,086,068.75</u>	<u>3,754,756.25</u>	<u>3,522,125.00</u>	<u>6,472,870.95</u>	<u>6,065,611.20</u>	<u>5,681,787.30</u>
<u>4/1/2015</u>	<u>4,216,337.50</u>	<u>3,876,831.25</u>	<u>3,636,600.00</u>	<u>6,687,147.60</u>	<u>6,266,582.40</u>	<u>5,869,845.45</u>
<u>10/1/2015</u>	<u>4,350,762.50</u>	<u>4,002,825.00</u>	<u>3,754,756.25</u>	<u>6,908,813.10</u>	<u>6,474,228.80</u>	<u>6,064,339.05</u>
<u>4/1/2016</u>	<u>4,489,343.75</u>	<u>4,132,856.25</u>	<u>3,876,831.25</u>	<u>7,137,629.10</u>	<u>6,688,550.40</u>	<u>6,265,268.10</u>
<u>10/1/2016</u>	<u>4,632,556.25</u>	<u>4,267,281.25</u>	<u>4,002,825.00</u>	<u>7,374,072.30</u>	<u>6,910,262.40</u>	<u>6,472,870.95</u>
<u>4/1/2017</u>	<u>4,780,162.50</u>	<u>4,405,862.50</u>	<u>4,132,856.25</u>	<u>7,618,381.05</u>	<u>7,139,126.40</u>	<u>6,687,147.60</u>
<u>10/1/2017</u>	<u>4,932,518.75</u>	<u>4,549,075.00</u>	<u>4,267,281.25</u>	<u>7,870,555.35</u>	<u>7,375,619.20</u>	<u>6,908,813.10</u>
<u>4/1/2018</u>	<u>5,089,743.75</u>	<u>4,696,918.75</u>	<u>4,405,862.50</u>	<u>8,131,310.25</u>	<u>7,619,979.20</u>	<u>7,137,629.10</u>
<u>10/1/2018</u>	<u>5,251,956.25</u>	<u>4,849,631.25</u>	<u>4,549,075.00</u>	<u>8,400,645.75</u>	<u>7,872,206.40</u>	<u>7,374,072.30</u>
<u>4/1/2019</u>	<u>5,419,393.75</u>	<u>5,007,212.50</u>	<u>4,696,918.75</u>	<u>8,679,038.55</u>	<u>8,133,016.00</u>	<u>7,618,381.05</u>
<u>10/1/2019</u>	<u>5,592,175.00</u>	<u>5,169,900.00</u>	<u>4,849,631.25</u>	<u>8,966,488.65</u>	<u>8,402,408.00</u>	<u>7,870,555.35</u>
<u>4/1/2020</u>	<u>5,770,418.75</u>	<u>5,337,931.25</u>	<u>5,007,212.50</u>	<u>9,263,472.75</u>	<u>8,680,859.20</u>	<u>8,131,310.25</u>
<u>10/1/2020</u>	<u>5,954,362.50</u>	<u>5,511,425.00</u>	<u>5,169,900.00</u>	<u>9,570,467.55</u>	<u>8,968,369.60</u>	<u>8,400,645.75</u>
<u>4/1/2021</u>	<u>6,144,125.00</u>	<u>5,690,618.75</u>	<u>5,337,931.25</u>	<u>9,887,473.05</u>	<u>9,265,416.00</u>	<u>8,679,038.55</u>
<u>10/1/2021</u>	<u>6,339,943.75</u>	<u>5,875,512.50</u>	<u>5,511,425.00</u>	<u>10,214,965.95</u>	<u>9,572,475.20</u>	<u>8,966,488.65</u>
<u>4/1/2022</u>	<u>6,542,056.25</u>	<u>6,066,462.50</u>	<u>5,690,618.75</u>	<u>10,553,422.95</u>	<u>9,889,547.20</u>	<u>9,263,472.75</u>
<u>10/1/2022</u>	<u>6,750,581.25</u>	<u>6,263,706.25</u>	<u>5,875,512.50</u>	<u>10,902,844.05</u>	<u>10,217,108.80</u>	<u>9,570,467.55</u>
<u>4/1/2023</u>	<u>6,965,756.25</u>	<u>6,467,243.75</u>	<u>6,066,462.50</u>	<u>11,263,944.30</u>	<u>10,555,636.80</u>	<u>9,887,473.05</u>
<u>10/1/2023</u>	<u>7,187,818.75</u>	<u>6,677,431.25</u>	<u>6,263,706.25</u>	<u>11,637,200.40</u>	<u>10,905,131.20</u>	<u>10,214,965.95</u>
<u>4/1/2024</u>	<u>7,416,887.50</u>	<u>6,894,387.50</u>	<u>6,467,243.75</u>	<u>12,022,612.35</u>	<u>11,266,307.20</u>	<u>10,553,422.95</u>
<u>10/1/2024</u>	<u>7,653,318.75</u>	<u>7,118,468.75</u>	<u>6,677,431.25</u>	<u>12,420,895.20</u>	<u>11,639,641.60</u>	<u>10,902,844.05</u>
<u>4/1/2025</u>	<u>7,897,350.00</u>	<u>7,349,912.50</u>	<u>6,894,387.50</u>	<u>12,832,287.30</u>	<u>12,025,134.40</u>	<u>11,263,944.30</u>
<u>10/1/2025</u>	<u>8,148,981.25</u>	<u>7,588,718.75</u>	<u>7,118,468.75</u>	<u>13,257,503.70</u>	<u>12,423,500.80</u>	<u>11,637,200.40</u>
<u>4/1/2026</u>	<u>8,408,806.25</u>	<u>7,835,362.50</u>	<u>7,349,912.50</u>	<u>13,696,544.40</u>	<u>12,834,979.20</u>	<u>12,022,612.35</u>
<u>10/1/2026</u>	<u>8,676,825.00</u>	<u>8,090,081.25</u>	<u>7,588,718.75</u>	<u>14,150,362.80</u>	<u>13,260,284.80</u>	<u>12,420,895.20</u>
<u>4/1/2027</u>	<u>8,953,393.75</u>	<u>8,352,993.75</u>	<u>7,835,362.50</u>	<u>14,618,958.90</u>	<u>13,699,417.60</u>	<u>12,832,287.30</u>
<u>10/1/2027</u>	<u>9,238,750.00</u>	<u>8,624,456.25</u>	<u>8,090,081.25</u>	<u>15,103,286.10</u>	<u>14,153,331.20</u>	<u>13,257,503.70</u>
<u>4/1/2028</u>	<u>9,533,250.00</u>	<u>8,904,706.25</u>	<u>8,352,993.75</u>	<u>15,603,582.75</u>	<u>14,622,025.60</u>	<u>13,696,544.40</u>
<u>10/1/2028</u>	<u>9,837,131.25</u>	<u>9,194,100.00</u>	<u>8,624,456.25</u>	<u>16,120,563.90</u>	<u>15,106,454.40</u>	<u>14,150,362.80</u>
<u>4/1/2029</u>	<u>10,150,750.00</u>	<u>9,492,993.75</u>	<u>8,904,706.25</u>	<u>16,654,467.90</u>	<u>15,606,856.00</u>	<u>14,618,958.90</u>
<u>10/1/2029</u>	<u>10,474,225.00</u>	<u>9,801,506.25</u>	<u>9,194,100.00</u>	<u>17,206,248.15</u>	<u>16,123,945.60</u>	<u>15,103,286.10</u>
<u>4/1/2030</u>	<u>10,808,150.00</u>	<u>10,119,993.75</u>	<u>9,492,993.75</u>	<u>17,776,143.00</u>	<u>16,657,961.60</u>	<u>15,603,582.75</u>
<u>10/1/2030</u>	<u>11,152,643.75</u>	<u>10,448,931.25</u>	<u>9,801,506.25</u>	<u>18,364,867.50</u>	<u>17,209,857.60</u>	<u>16,120,563.90</u>
<u>4/1/2031</u>	<u>11,508,062.50</u>	<u>10,788,556.25</u>	<u>10,119,993.75</u>	<u>18,973,375.05</u>	<u>17,779,872.00</u>	<u>16,654,467.90</u>
<u>10/1/2031</u>	<u>11,875,000.00</u>	<u>11,139,106.25</u>	<u>10,448,931.25</u>	<u>19,601,665.65</u>	<u>18,368,720.00</u>	<u>17,206,248.15</u>

<u>Date</u> <u>(continued)</u>	<u>Series 2013-B</u> <u>Warrant</u> <u>maturing</u> <u>10/01/2031</u>	<u>Series 2013-B</u> <u>Warrant</u> <u>maturing</u> <u>10/01/2032</u>	<u>Series 2013-B</u> <u>Warrant</u> <u>maturing</u> <u>10/01/2033</u>	<u>Series 2013-B</u> <u>Warrant</u> <u>maturing</u> <u>10/01/2034</u>	<u>Series 2013-B</u> <u>Warrant</u> <u>maturing</u> <u>10/01/2035</u>	<u>Series 2013-B</u> <u>Warrant</u> <u>maturing</u> <u>10/01/2036</u>
<u>4/1/2032</u>		<u>11,501,175.00</u>	<u>10,788,556.25</u>	<u>20,251,169.40</u>	<u>18,977,355.20</u>	<u>17,776,143.00</u>
<u>10/1/2032</u>		<u>\$11,875,000.0</u> <u>0</u>	<u>\$11,139,106.2</u> <u>5</u>	<u>\$20,921,886.3</u> <u>0</u>	<u>\$19,605,777.6</u> <u>0</u>	<u>\$18,364,867.5</u> <u>0</u>
<u>4/1/2033</u>			<u>11,501,175.00</u>	<u>21,615,008.10</u>	<u>20,255,417.60</u>	<u>18,973,375.05</u>
<u>10/1/2033</u>			<u>11,875,000.00</u>	<u>22,331,011.50</u>	<u>20,926,275.20</u>	<u>19,601,665.65</u>
<u>4/1/2034</u>				<u>23,070,611.55</u>	<u>21,619,542.40</u>	<u>20,251,169.40</u>
<u>10/1/2034</u>				<u>23,835,000.00</u>	<u>22,335,696.00</u>	<u>20,921,886.30</u>
<u>4/1/2035</u>					<u>23,075,451.20</u>	<u>21,615,008.10</u>
<u>10/1/2035</u>					<u>23,840,000.00</u>	<u>22,331,011.50</u>
<u>4/1/2036</u>						<u>23,070,611.55</u>
<u>10/1/2036</u>						<u>23,835,000.00</u>

EXHIBIT 5.3(c)

Form of Series 2013-C Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Senior Lien Sewer Revenue Convertible Capital Appreciation Warrant, Series 2013-C

Number:

Date of Initial Delivery:

**Yield to Current Interest
Commencement Date:**

Current Interest Commencement Date:

**Accreted Value at Current Interest
Commencement Date:**

Maturity Date:

Interest Rate:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) (A) prior to the Current Interest Commencement Date specified above, the principal sum of

_____ **DOLLARS**

and to pay interest that shall accrete thereon from the date of initial delivery of this warrant to the Current Interest Commencement Date, and (B) from and after the Current Interest Commencement Date (the date on which the Accreted Value of this warrant shall be converted to principal), the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest hereon from the Current Interest Commencement Date of this warrant, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified above; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of Warrants issued by the Issuer under the Indenture in the Initial Principal Amount of ~~15~~ 25 and designated "Senior Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-C" (the "Series 2013-C Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Senior Lien Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-C Warrants are being issued as Senior Lien Obligations and are also referred to in the Indenture as the "Series 2013 Senior Lien Obligations". The Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Series 2013 Senior Lien Obligations, upon compliance with certain provisions of the Indenture. Subordinate Lien Obligations are being issued simultaneously with the issuance of the Series 2013-C Warrants and the Indenture permits the issuance of additional Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Senior Lien Obligations is further secured by the Series 2013 Senior Lien Trust Estate, which includes the Series 2013 Senior Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Senior Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-C Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-C Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-C Warrants.

Accretion of Interest Prior to Current Interest Commencement Date

Prior to the Current Interest Commencement Date, this warrant is payable only at optional redemption and will not pay interest on a current basis. Interest on this warrant shall accrete in value from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Current Interest Commencement Date at the effective per annum rate required to produce the yield to Current Interest Commencement Date indicated above.

Computation of Interest Accretion Prior to Current Interest Commencement Date

Prior to the Current Interest Commencement Date, interest on this warrant shall accrete on the basis of a 360-day year with 12 months of 30 days each. Accretion between such dates shall be determined using linear interpolation.

Applicable Interest Rate From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, the applicable interest rate for this warrant is specified above.

Computation of Interest Accrual From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, interest on the Series 2013-C Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates from the Current Interest Commencement Date

Interest on Series 2013-C Warrants accruing from and after the Current Interest Commencement Date is payable on the following dates: *[specify from Indenture]*.

Regular Record Date for Interest Payments From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, if the Book Entry System is in effect, the Trustee shall pay interest on this warrant to DTC, and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

Prior to the Current Interest Commencement Date, the Series 2013-C Warrants may be in denominations of *[specify from Indenture]*. From and after the Current Interest Commencement Date, the Series 2013-C Warrants may be in denominations of *[specify from Indenture]* or any integral multiple thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-C Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all of the Series 2013-C Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-C Warrants to be redeemed.

Notice of redemption of any Series 2013-C Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-C Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-C Warrants (or portions thereof) identified in such notice, and any Series 2013-C Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-C Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-C Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-C Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-C Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-C Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-C Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-C Warrant, without service charge, a new Series 2013-C Warrant or Series 2013-C Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount or Accreted Value equal to and in exchange for the unredeemed portion of the principal or Accreted Value of the Series 2013-C Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-C Warrants that have been called for optional redemption in lieu of retiring such Series 2013-C Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-C Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-C Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-C Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-C Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-C Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Warrants referred to in the within-mentioned Indenture. The Series 2013-C Warrants have been issued as ~~Subordinate~~ Senior Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.3(e)

**Schedule of Compound Accreted Value
for
Series 2013-C Warrants**

<u>Date</u>	<u>Series 2013-C Warrants maturing 10/01/2038</u>	<u>Series 2013-C Warrants maturing 10/01/2042</u>	<u>Series 2013-C Warrants maturing 10/01/2046</u>	<u>Series 2013-C Warrants maturing 10/01/2050</u>
<u>12/3/2013</u>	<u>\$26,252,184.75</u>	<u>\$63,039,907.10</u>	<u>\$26,184,818.40</u>	<u>\$34,521,016.00</u>
<u>4/1/2014</u>	<u>26,808,427.25</u>	<u>64,395,552.70</u>	<u>26,760,524.40</u>	<u>35,297,638.00</u>
<u>10/1/2014</u>	<u>27,679,709.75</u>	<u>66,520,909.05</u>	<u>27,664,056.00</u>	<u>36,515,354.40</u>
<u>4/1/2015</u>	<u>28,579,050.50</u>	<u>68,716,673.05</u>	<u>28,597,252.80</u>	<u>37,774,759.60</u>
<u>10/1/2015</u>	<u>29,507,926.25</u>	<u>70,984,038.05</u>	<u>29,562,628.80</u>	<u>39,078,543.20</u>
<u>4/1/2016</u>	<u>30,467,321.50</u>	<u>73,326,584.10</u>	<u>30,560,184.00</u>	<u>40,426,705.20</u>
<u>10/1/2016</u>	<u>31,457,236.25</u>	<u>75,745,504.55</u>	<u>31,591,929.60</u>	<u>41,821,262.80</u>
<u>4/1/2017</u>	<u>32,479,639.50</u>	<u>78,245,572.80</u>	<u>32,657,865.60</u>	<u>43,264,233.20</u>
<u>10/1/2017</u>	<u>33,535,515.75</u>	<u>80,827,982.20</u>	<u>33,760,506.00</u>	<u>44,756,961.20</u>
<u>4/1/2018</u>	<u>34,625,357.25</u>	<u>83,495,119.45</u>	<u>34,899,850.80</u>	<u>46,300,791.60</u>
<u>10/1/2018</u>	<u>35,750,640.75</u>	<u>86,250,564.60</u>	<u>36,077,408.40</u>	<u>47,898,414.00</u>
<u>4/1/2019</u>	<u>36,912,350.75</u>	<u>89,096,704.35</u>	<u>37,295,190.00</u>	<u>49,550,500.80</u>
<u>10/1/2019</u>	<u>38,111,964.00</u>	<u>92,037,118.75</u>	<u>38,553,698.40</u>	<u>51,260,414.00</u>
<u>4/1/2020</u>	<u>39,350,957.25</u>	<u>95,074,194.50</u>	<u>39,854,944.80</u>	<u>53,028,826.00</u>
<u>10/1/2020</u>	<u>40,629,822.75</u>	<u>98,211,511.65</u>	<u>41,200,437.60</u>	<u>54,858,426.40</u>
<u>4/1/2021</u>	<u>41,950,037.25</u>	<u>101,452,650.25</u>	<u>42,590,679.60</u>	<u>56,750,560.00</u>
<u>10/1/2021</u>	<u>43,313,569.75</u>	<u>104,801,190.35</u>	<u>44,028,184.80</u>	<u>58,708,588.80</u>
<u>4/1/2022</u>	<u>44,721,404.75</u>	<u>108,259,518.65</u>	<u>45,513,958.80</u>	<u>60,734,530.00</u>
<u>10/1/2022</u>	<u>46,174,526.75</u>	<u>111,831,215.20</u>	<u>47,050,012.80</u>	<u>62,829,728.40</u>
<u>4/1/2023</u>	<u>47,675,397.00</u>	<u>115,522,246.75</u>	<u>48,638,358.00</u>	<u>64,997,546.00</u>
<u>10/1/2023*</u>	<u>49,225,000.00</u>	<u>119,335,000.00</u>	<u>50,280,000.00</u>	<u>67,240,000.00</u>

*Current Interest Commencement Date of the Series 2013-C Warrants

| *{To be added}*

EXHIBIT 5.4(c)

Form of Series 2013-D Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Subordinate Lien Sewer Revenue Current Interest Warrant, Series 2013-D

Number:

Date of Initial Delivery:

Maturity Date:

Interest Rate:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest hereon from the date of initial delivery of this warrant, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified above; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of warrants issued by the Issuer under the Indenture in the aggregate principal amount of ~~750,155,000~~ 810,915,000.00 and designated "Subordinate Lien Sewer Revenue Current Interest Warrants, Series 2013-D" (the "Series 2013-D Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Subordinate Lien Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-D Warrants are being issued as Subordinate Lien Obligations and are also referred to in the Indenture as "Series 2013 Subordinate Lien Obligations". Senior Lien Obligations and additional Series 2013 Subordinate Lien Obligations have been issued simultaneously with the issuance of the Series 2013-D Warrants. The Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture. The Indenture also permits the issuance of additional Senior Lien Obligations without the consent of Holders of Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Subordinate Lien Obligations is further secured by the Series 2013 Subordinate Lien Trust Estate, which includes the Series 2013 Subordinate Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Subordinate Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-D Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-D Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-D Warrants.

Applicable Interest Rate

The applicable interest rate for this warrant is specified above.

Computation of Interest Accrual

Interest on Series 2013-D Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates

Interest on Series 2013-D Warrants is payable on the following dates: *[specify from Indenture]*.

Regular Record Date for Interest Payments

If the Book Entry System is in effect, the Trustee shall pay interest on this warrant to DTC, and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the

Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

Series 2013-D Warrants may be in denominations of \$5,000 or any integral multiple thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-D Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all Series 2013-D Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-D Warrants to be redeemed.

Notice of redemption of any Series 2013-D Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-D Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-D Warrants (or portions thereof) identified in such notice, and any Series 2013-D Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-D Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-D Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-D Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-D Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-D Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-D Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-D Warrant, without service charge, a new Series 2013-D Warrant or Series 2013-D Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate

principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2013-D Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-D Warrants that have been called for optional redemption in lieu of retiring such Series 2013-D Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-D Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-D Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-D Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-D Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-D Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Series 2013-D Warrants referred to in the within-mentioned Indenture. The Series 2013-D Warrants have been issued as Subordinate Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.5(c)

Form of Series 2013-E Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Subordinate Lien Sewer Revenue Capital Appreciation Warrant, Series 2013-E

Number:

Date of Initial Delivery:

Yield to Maturity:

Maturity Date:

Accreted Value at Maturity:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the “Issuer”, which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest that shall accrete thereon from the date of initial delivery of this warrant to the Maturity Date or earlier redemption; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the “Indenture”), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the “Trustee”, which term includes any successor trustee under the Indenture). This warrant is part of a series of warrants issued by the Issuer under the Indenture in the Initial Principal Amount of ~~[\$71,935,073.95]~~\$50,271,496.05 and designated “Subordinate Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-E” (the “Series 2013-E Warrants”). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Subordinate Lien Trust Estate (the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-E Warrants are being issued as Subordinate Lien Obligations and are also referred to in the Indenture as "Series 2013 Subordinate Lien Obligations". Senior Lien Obligations and additional Series 2013 Subordinate Lien Obligations have been issued simultaneously with the issuance of the Series 2013-E Warrants. The Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture. The Indenture also permits the issuance of additional Senior Lien Obligations without the consent of Holders of Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Subordinate Lien Obligations is further secured by the Series 2013 Subordinate Lien Trust Estate, which includes the Series 2013 Subordinate Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Subordinate Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-E Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-E Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-E Warrants.

Accretion of Interest

This warrant is payable only at maturity or optional redemption and will not pay interest on a current basis. Interest on this warrant shall accrete in value from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Maturity Date or earlier redemption at the effective per annum rate required to produce the yield to maturity indicated above.

Computation of Interest Accretion

Interest on this warrant shall accrete on the basis of a 360-day year with 12 months of 30 days each. Accretion between such dates shall be determined using linear interpolation.

Interest on Overdue Payments

Interest shall be payable on overdue Accreted Value on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

The Series 2013-E Warrants may be in denominations of *[specify from Indenture]*.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-E Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all of the Series 2013-E Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-E Warrants to be redeemed.

Notice of redemption of any Series 2013-E Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-E Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-E Warrants (or portions thereof) identified in such notice, and any Series 2013-E Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-E Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-E Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-E Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-E Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-E Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-E Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-E Warrant, without service charge, a new Series 2013-E Warrant or Series 2013-E Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate Accreted Value equal to and in exchange for the unredeemed portion of the Accreted Value of the Series 2013-E Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-E Warrants that have been called for optional redemption in lieu of retiring such Series 2013-E Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations, or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-E Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-E Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-E Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-E Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-E Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Warrants referred to in the within-mentioned Indenture. The Series 2013-E Warrants have been issued as Subordinate Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.5(e)

**Schedule of Compound Accreted Value
for
Series 2013-E Warrants**

~~[To be added]~~ [Schedule begins on the following page.](#)

<u>Date</u>	<u>Series 2013-E Warrant maturing 10/01/2028</u>	<u>Series 2013-E Warrant maturing 10/01/2029</u>	<u>Series 2013-E Warrant maturing 10/01/2030</u>	<u>Series 2013-E Warrant maturing 10/01/2031</u>	<u>Series 2013-E Warrant maturing 10/01/2032</u>
<u>12/3/2013</u>	<u>\$2,710,212.25</u>	<u>\$4,134,832.20</u>	<u>\$5,342,191.50</u>	<u>\$6,350,382.00</u>	<u>\$7,232,469.75</u>
<u>4/1/2014</u>	<u>2,776,427.25</u>	<u>4,237,166.20</u>	<u>5,476,113.00</u>	<u>6,511,626.05</u>	<u>7,417,419.75</u>
<u>10/1/2014</u>	<u>2,880,514.00</u>	<u>4,398,207.60</u>	<u>5,686,996.50</u>	<u>6,765,541.95</u>	<u>7,708,407.75</u>
<u>4/1/2015</u>	<u>2,988,557.50</u>	<u>4,565,442.90</u>	<u>5,905,881.00</u>	<u>7,029,395.85</u>	<u>8,011,109.25</u>
<u>10/1/2015</u>	<u>3,100,638.50</u>	<u>4,738,872.10</u>	<u>6,133,338.00</u>	<u>7,303,436.20</u>	<u>8,325,524.25</u>
<u>4/1/2016</u>	<u>3,216,837.75</u>	<u>4,918,899.15</u>	<u>6,369,367.50</u>	<u>7,588,408.35</u>	<u>8,652,269.25</u>
<u>10/1/2016</u>	<u>3,337,478.25</u>	<u>5,105,928.00</u>	<u>6,614,731.50</u>	<u>7,884,312.30</u>	<u>8,991,960.75</u>
<u>4/1/2017</u>	<u>3,462,640.75</u>	<u>5,299,958.65</u>	<u>6,869,239.50</u>	<u>8,191,893.40</u>	<u>9,344,907.00</u>
<u>10/1/2017</u>	<u>3,592,486.75</u>	<u>5,501,260.40</u>	<u>7,133,844.00</u>	<u>8,511,400.10</u>	<u>9,711,724.50</u>
<u>4/1/2018</u>	<u>3,727,258.50</u>	<u>5,710,371.85</u>	<u>7,408,354.50</u>	<u>8,843,329.30</u>	<u>10,093,029.75</u>
<u>10/1/2018</u>	<u>3,867,036.75</u>	<u>5,927,293.00</u>	<u>7,693,723.50</u>	<u>9,188,177.90</u>	<u>10,489,131.00</u>
<u>4/1/2019</u>	<u>4,012,063.75</u>	<u>6,152,562.45</u>	<u>7,989,951.00</u>	<u>9,546,442.80</u>	<u>10,900,644.75</u>
<u>10/1/2019</u>	<u>4,162,501.00</u>	<u>6,386,314.85</u>	<u>8,297,418.00</u>	<u>9,918,869.35</u>	<u>11,328,495.75</u>
<u>4/1/2020</u>	<u>4,318,590.75</u>	<u>6,629,088.80</u>	<u>8,616,886.50</u>	<u>10,305,706.00</u>	<u>11,773,300.50</u>
<u>10/1/2020</u>	<u>4,480,494.50</u>	<u>6,881,018.95</u>	<u>8,948,737.50</u>	<u>10,707,698.10</u>	<u>12,235,367.25</u>
<u>4/1/2021</u>	<u>4,648,535.25</u>	<u>7,142,509.25</u>	<u>9,293,161.50</u>	<u>11,125,094.10</u>	<u>12,715,620.75</u>
<u>10/1/2021</u>	<u>4,822,874.50</u>	<u>7,413,829.00</u>	<u>9,651,111.00</u>	<u>11,559,136.25</u>	<u>13,214,677.50</u>
<u>4/1/2022</u>	<u>5,003,754.50</u>	<u>7,695,651.45</u>	<u>10,022,586.00</u>	<u>12,009,824.55</u>	<u>13,733,462.25</u>
<u>10/1/2022</u>	<u>5,191,336.75</u>	<u>7,987,976.60</u>	<u>10,408,539.00</u>	<u>12,478,401.25</u>	<u>14,272,283.25</u>
<u>4/1/2023</u>	<u>5,386,025.00</u>	<u>8,291,612.35</u>	<u>10,809,160.50</u>	<u>12,964,866.35</u>	<u>14,832,681.75</u>
<u>10/1/2023</u>	<u>5,588,061.50</u>	<u>8,606,693.35</u>	<u>11,225,403.00</u>	<u>13,470,462.10</u>	<u>15,414,657.75</u>
<u>4/1/2024</u>	<u>5,797,607.75</u>	<u>8,933,758.20</u>	<u>11,657,457.00</u>	<u>13,995,933.85</u>	<u>16,019,752.50</u>
<u>10/1/2024</u>	<u>6,014,986.75</u>	<u>9,273,210.85</u>	<u>12,106,275.00</u>	<u>14,541,778.50</u>	<u>16,648,582.50</u>
<u>4/1/2025</u>	<u>6,240,521.50</u>	<u>9,625,589.90</u>	<u>12,572,428.50</u>	<u>15,108,989.85</u>	<u>17,302,072.50</u>
<u>10/1/2025</u>	<u>6,474,535.00</u>	<u>9,991,299.30</u>	<u>13,056,489.00</u>	<u>15,698,064.80</u>	<u>17,981,147.25</u>
<u>4/1/2026</u>	<u>6,717,350.25</u>	<u>10,371,012.30</u>	<u>13,559,218.50</u>	<u>16,310,494.05</u>	<u>18,687,039.75</u>
<u>10/1/2026</u>	<u>6,969,290.25</u>	<u>10,765,132.85</u>	<u>14,081,188.50</u>	<u>16,946,526.05</u>	<u>19,420,366.50</u>
<u>4/1/2027</u>	<u>7,230,597.25</u>	<u>11,174,199.55</u>	<u>14,623,351.50</u>	<u>17,607,403.05</u>	<u>20,182,668.75</u>
<u>10/1/2027</u>	<u>7,501,755.75</u>	<u>11,598,885.65</u>	<u>15,186,279.00</u>	<u>18,294,118.85</u>	<u>20,974,871.25</u>
<u>4/1/2028</u>	<u>7,783,088.75</u>	<u>12,039,595.10</u>	<u>15,771,114.00</u>	<u>19,007,667.25</u>	<u>21,798,207.00</u>
<u>10/1/2028</u>	<u>8,075,000.00</u>	<u>12,497,135.80</u>	<u>16,378,237.50</u>	<u>19,748,793.60</u>	<u>22,653,600.75</u>
<u>4/1/2029</u>		<u>12,972,046.35</u>	<u>17,008,792.50</u>	<u>20,519,237.05</u>	<u>23,542,902.00</u>
<u>10/1/2029</u>		<u>13,465,000.00</u>	<u>17,663,541.00</u>	<u>21,319,246.05</u>	<u>24,467,035.50</u>
<u>4/1/2030</u>			<u>18,343,626.00</u>	<u>22,150,808.20</u>	<u>25,427,234.25</u>
<u>10/1/2030</u>			<u>19,050,000.00</u>	<u>23,014,668.85</u>	<u>26,425,347.75</u>
<u>4/1/2031</u>				<u>23,912,318.70</u>	<u>27,462,609.00</u>
<u>10/1/2031</u>				<u>24,845,000.00</u>	<u>28,540,559.25</u>
<u>4/1/2032</u>					<u>29,660,739.75</u>
<u>10/1/2032</u>					<u>30,825,000.00</u>

<u>Date</u>	<u>Series 2013-E Warrant maturing 10/01/2033</u>	<u>Series 2013-E Warrant maturing 10/01/2034</u>	<u>Series 2013-E Warrant maturing 10/01/2035</u>	<u>Series 2013-E Warrant maturing 10/01/2036</u>
<u>12/3/2013</u>	<u>\$7,999,770.00</u>	<u>\$6,231,842.80</u>	<u>\$6,932,795.55</u>	<u>\$3,337,000.00</u>
<u>4/1/2014</u>	<u>8,204,750.00</u>	<u>6,392,713.20</u>	<u>7,112,226.35</u>	<u>3,423,800.00</u>
<u>10/1/2014</u>	<u>8,528,130.00</u>	<u>6,645,644.20</u>	<u>7,394,677.80</u>	<u>3,560,800.00</u>
<u>4/1/2015</u>	<u>8,863,720.00</u>	<u>6,908,943.80</u>	<u>7,688,913.90</u>	<u>3,703,200.00</u>
<u>10/1/2015</u>	<u>9,212,630.00</u>	<u>7,182,612.00</u>	<u>7,994,554.50</u>	<u>3,851,400.00</u>
<u>4/1/2016</u>	<u>9,575,600.00</u>	<u>7,466,963.00</u>	<u>8,312,359.90</u>	<u>4,005,400.00</u>
<u>10/1/2016</u>	<u>9,952,630.00</u>	<u>7,762,625.20</u>	<u>8,642,710.25</u>	<u>4,165,600.00</u>
<u>4/1/2017</u>	<u>10,344,460.00</u>	<u>8,070,227.00</u>	<u>8,986,365.85</u>	<u>4,332,400.00</u>
<u>10/1/2017</u>	<u>10,751,830.00</u>	<u>8,389,768.40</u>	<u>9,343,326.70</u>	<u>4,505,600.00</u>
<u>4/1/2018</u>	<u>11,175,110.00</u>	<u>8,721,877.80</u>	<u>9,714,733.25</u>	<u>4,685,800.00</u>
<u>10/1/2018</u>	<u>11,615,040.00</u>	<u>9,067,183.60</u>	<u>10,100,965.65</u>	<u>4,873,200.00</u>
<u>4/1/2019</u>	<u>12,072,730.00</u>	<u>9,426,314.20</u>	<u>10,502,404.05</u>	<u>5,068,200.00</u>
<u>10/1/2019</u>	<u>12,547,810.00</u>	<u>9,799,583.80</u>	<u>10,919,808.75</u>	<u>5,271,000.00</u>
<u>4/1/2020</u>	<u>13,042,130.00</u>	<u>10,187,620.80</u>	<u>11,353,940.05</u>	<u>5,481,800.00</u>
<u>10/1/2020</u>	<u>13,555,690.00</u>	<u>10,591,053.60</u>	<u>11,805,558.25</u>	<u>5,701,000.00</u>
<u>4/1/2021</u>	<u>14,089,230.00</u>	<u>11,010,510.60</u>	<u>12,274,663.35</u>	<u>5,929,200.00</u>
<u>10/1/2021</u>	<u>14,644,230.00</u>	<u>11,446,620.20</u>	<u>12,762,395.80</u>	<u>6,166,200.00</u>
<u>4/1/2022</u>	<u>15,220,690.00</u>	<u>11,900,010.80</u>	<u>13,269,896.05</u>	<u>6,413,000.00</u>
<u>10/1/2022</u>	<u>15,820,090.00</u>	<u>12,370,996.60</u>	<u>13,797,544.25</u>	<u>6,669,400.00</u>
<u>4/1/2023</u>	<u>16,442,800.00</u>	<u>12,861,148.60</u>	<u>14,345,720.55</u>	<u>6,936,200.00</u>
<u>10/1/2023</u>	<u>17,090,300.00</u>	<u>13,370,466.80</u>	<u>14,915,945.55</u>	<u>7,213,600.00</u>
<u>4/1/2024</u>	<u>17,763,330.00</u>	<u>13,899,893.80</u>	<u>15,508,979.55</u>	<u>7,502,200.00</u>
<u>10/1/2024</u>	<u>18,462,630.00</u>	<u>14,450,372.20</u>	<u>16,125,582.85</u>	<u>7,802,400.00</u>
<u>4/1/2025</u>	<u>19,189,680.00</u>	<u>15,022,530.40</u>	<u>16,766,515.75</u>	<u>8,114,400.00</u>
<u>10/1/2025</u>	<u>19,945,220.00</u>	<u>15,617,311.00</u>	<u>17,432,918.70</u>	<u>8,439,000.00</u>
<u>4/1/2026</u>	<u>20,730,730.00</u>	<u>16,235,970.80</u>	<u>18,125,932.15</u>	<u>8,776,600.00</u>
<u>10/1/2026</u>	<u>21,546,950.00</u>	<u>16,878,824.00</u>	<u>18,846,316.40</u>	<u>9,127,600.00</u>
<u>4/1/2027</u>	<u>22,395,360.00</u>	<u>17,547,127.40</u>	<u>19,595,592.05</u>	<u>9,492,800.00</u>
<u>10/1/2027</u>	<u>23,277,070.00</u>	<u>18,242,137.80</u>	<u>20,374,519.40</u>	<u>9,872,400.00</u>
<u>4/1/2028</u>	<u>24,193,930.00</u>	<u>18,964,483.60</u>	<u>21,184,619.05</u>	<u>10,267,400.00</u>
<u>10/1/2028</u>	<u>25,146,310.00</u>	<u>19,715,421.60</u>	<u>22,026,651.30</u>	<u>10,678,000.00</u>
<u>4/1/2029</u>	<u>26,136,430.00</u>	<u>20,496,208.60</u>	<u>22,902,136.75</u>	<u>11,105,200.00</u>
<u>10/1/2029</u>	<u>27,165,770.00</u>	<u>21,307,787.20</u>	<u>23,812,596.00</u>	<u>11,549,400.00</u>
<u>4/1/2030</u>	<u>28,235,440.00</u>	<u>22,151,728.40</u>	<u>24,759,169.50</u>	<u>12,011,400.00</u>
<u>10/1/2030</u>	<u>29,347,290.00</u>	<u>23,028,974.80</u>	<u>25,743,377.85</u>	<u>12,491,800.00</u>
<u>4/1/2031</u>	<u>30,502,800.00</u>	<u>23,940,783.20</u>	<u>26,766,361.50</u>	<u>12,991,600.00</u>
<u>10/1/2031</u>	<u>31,703,820.00</u>	<u>24,889,038.80</u>	<u>27,830,401.35</u>	<u>13,511,200.00</u>
<u>4/1/2032</u>	<u>32,952,200.00</u>	<u>25,874,370.00</u>	<u>28,936,637.85</u>	<u>14,051,600.00</u>
<u>10/1/2032</u>	<u>34,249,420.00</u>	<u>26,899,290.40</u>	<u>30,086,971.75</u>	<u>14,613,800.00</u>
<u>Date</u>				

<u>(continued)</u>	<u>Series 2013-E</u> <u>Warrant maturing</u> <u>10/01/2033</u>	<u>Series 2013-E</u> <u>Warrant maturing</u> <u>10/01/2034</u>	<u>Series 2013-E</u> <u>Warrant maturing</u> <u>10/01/2035</u>	<u>Series 2013-E</u> <u>Warrant maturing</u> <u>10/01/2036</u>
<u>4/1/2033</u>	<u>\$35,598,070.00</u>	<u>\$27,964,428.40</u>	<u>\$31,282,923.65</u>	<u>\$15,198,200.00</u>
<u>10/1/2033</u>	<u>37,000,000.00</u>	<u>29,071,669.20</u>	<u>32,526,394.30</u>	<u>15,806,200.00</u>
<u>4/1/2034</u>		<u>30,222,898.00</u>	<u>33,819,284.45</u>	<u>16,438,400.00</u>
<u>10/1/2034</u>		<u>31,420,000.00</u>	<u>35,163,875.00</u>	<u>17,096,000.00</u>
<u>4/1/2035</u>			<u>36,561,306.40</u>	<u>17,779,800.00</u>
<u>10/1/2035</u>			<u>38,015,000.00</u>	<u>18,491,000.00</u>
<u>4/1/2036</u>				<u>19,230,600.00</u>
<u>10/1/2036</u>				<u>20,000,000.00</u>

EXHIBIT 5.6(c)

Form of Series 2013-F Warrants

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrant, Series 2013-F

Number:

Date of Initial Delivery:

**Yield to Current Interest
Commencement Date:**

Current Interest Commencement Date:

**Accreted Value at Current Interest
Commencement Date:**

Maturity Date:

Interest Rate:

CUSIP:

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Issuer", which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) (A) prior to the Current Interest Commencement Date specified above, the principal sum of

_____ **DOLLARS**

and to pay interest that shall accrete thereon from the date of initial delivery of this warrant to the Current Interest Commencement Date, and (B) from and after the Current Interest Commencement Date (the date on which the Accreted Value of this warrant shall be converted to principal), the principal sum of

_____ **DOLLARS**

on the Maturity Date specified above and to pay interest hereon from the Current Interest Commencement Date of this warrant, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified above; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee", which term includes any successor trustee under the Indenture). This warrant is part of a series of Warrants issued by the Issuer under the Indenture in the Initial Principal Amount of ~~1,317,273~~ 324,297,135.75 and designated "Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-F" (the "Series 2013-F Warrants"). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Series 2013 Subordinate Lien Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Series 2013-F Warrants are being issued as Subordinate Lien Obligations and are also referred to in the Indenture as "Series 2013 Subordinate Lien Obligations". Senior Lien Obligations and additional Series 2013 Subordinate Lien Obligations have been issued simultaneously with the issuance of the Series 2013-F Warrants. The Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture. The Indenture also permits the issuance of additional Senior Lien Obligations without the consent of Holders of Series 2013 Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Series 2013 Subordinate Lien Obligations is further secured by the Series 2013 Subordinate Lien Trust Estate, which includes the Series 2013 Subordinate Lien Indenture Funds described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Series 2013 Subordinate Lien Obligations.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Series 2013-F Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Series 2013-F Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Series 2013-F Warrants.

Accretion of Interest Prior to Current Interest Commencement Date

Prior to the Current Interest Commencement Date, this warrant is payable only at optional redemption and will not pay interest on a current basis. Interest on this warrant shall accrete in value from and including the date of initial delivery, compounded semiannually on each Compounding Date, until the Current Interest Commencement Date at the effective per annum rate required to produce the yield to Current Interest Commencement Date indicated above.

Computation of Interest Accretion Prior to Current Interest Commencement Date

Prior to the Current Interest Commencement Date, interest on this warrant shall accrete on the basis of a 360-day year with 12 months of 30 days each. Accretion between such dates shall be determined using linear interpolation.

Applicable Interest Rate From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, the applicable interest rate for this warrant is specified above.

Computation of Interest Accrual From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, interest on the Series 2013-F Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates from the Current Interest Commencement Date

Interest on Series 2013-F Warrants accruing from and after the Current Interest Commencement Date is payable on the following dates: *[specify from Indenture]*.

Regular Record Date for Interest Payments From the Current Interest Commencement Date

From and after the Current Interest Commencement Date, if the Book Entry System is in effect, the Trustee shall pay interest on this warrant to DTC, and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Indenture.

Authorized Denominations

Prior to the Current Interest Commencement Date, the Series 2013-F Warrants may be in denominations of *[specify from Indenture]*. From and after the Current Interest Commencement Date, the Series 2013-F Warrants may be in denominations of *[specify from Indenture]* or any integral multiple thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Series 2013-F Warrants will be subject to redemption prior to their respective Maturity Dates as follows:

[Specify applicable redemption provisions from Section 7.1.]

If less than all of the Series 2013-F Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Series 2013-F Warrants to be redeemed.

Notice of redemption of any Series 2013-F Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Series 2013-F Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Series 2013-F Warrants (or portions thereof) identified in such notice, and any Series 2013-F Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2013-F Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Series 2013-F Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Series 2013-F Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2013-F Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Series 2013-F Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Series 2013-F Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Series 2013-F Warrant, without service charge, a new Series 2013-F Warrant or Series 2013-F Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount or Accreted Value equal to and in exchange for the unredeemed portion of the principal or Accreted Value of the Series 2013-F Warrant surrendered.

The Indenture permits the Issuer to purchase Series 2013-F Warrants that have been called for optional redemption in lieu of retiring such Series 2013-F Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal or Accreted Value of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Series 2013-F Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Series 2013-F Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Series 2013-F Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Series 2013-F Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Series 2013-F Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this warrant shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

Certificate of Authentication

This is one of the Warrants referred to in the within-mentioned Indenture. The Series 2013-F Warrants have been issued as Subordinate Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 5.6(e)

**Schedule of Compound Accreted Value
for
Series 2013-F Warrants**

<u>Date</u>	<u>Series 2013-F Warrants maturing 10/01/2039</u>	<u>Series 2013-F Warrants maturing 10/01/2046</u>	<u>Series 2013-F Warrants maturing 10/01/2050</u>
<u>12/3/2013</u>	<u>\$66,636,575.00</u>	<u>\$92,828,295.25</u>	<u>\$164,832,265. 50</u>
<u>4/1/2014</u>	<u>68,264,705.75</u>	<u>95,172,275.85</u>	<u>169,071,495.2 5</u>
<u>10/1/2014</u>	<u>70,824,374.60</u>	<u>98,860,713.55</u>	<u>175,749,782.2 5</u>
<u>4/1/2015</u>	<u>73,480,219.95</u>	<u>102,690,260.45</u>	<u>182,692,800.5 0</u>
<u>10/1/2015</u>	<u>76,234,989.70</u>	<u>106,670,715.80</u>	<u>189,911,139.2 5</u>
<u>4/1/2016</u>	<u>79,094,179.65</u>	<u>110,804,039.45</u>	<u>197,411,858.0 0</u>
<u>10/1/2016</u>	<u>82,060,537.70</u>	<u>115,098,070.80</u>	<u>205,209,075.7 5</u>
<u>4/1/2017</u>	<u>85,138,185.70</u>	<u>119,556,729.55</u>	<u>213,316,911.5 0</u>
<u>10/1/2017</u>	<u>88,329,871.55</u>	<u>124,189,814.95</u>	<u>221,742,424.7 5</u>
<u>4/1/2018</u>	<u>91,642,465.00</u>	<u>129,003,206.55</u>	<u>230,499,734.5 0</u>
<u>10/1/2018</u>	<u>95,080,087.90</u>	<u>134,000,824.05</u>	<u>239,606,489.5 0</u>
<u>4/1/2019</u>	<u>98,645,488.15</u>	<u>139,194,426.55</u>	<u>249,069,749.2 5</u>
<u>10/1/2019</u>	<u>102,344,161.55</u>	<u>144,587,933.75</u>	<u>258,907,162.5 0</u>
<u>4/1/2020</u>	<u>106,181,603.90</u>	<u>150,191,144.90</u>	<u>269,136,378.0 0</u>
<u>10/1/2020</u>	<u>110,163,311.00</u>	<u>156,009,939.55</u>	<u>279,764,455.2 5</u>
<u>4/1/2021</u>	<u>114,294,778.65</u>	<u>162,056,076.80</u>	<u>290,816,102.5 0</u>
<u>10/1/2021</u>	<u>118,581,502.65</u>	<u>168,335,436.20</u>	<u>302,305,438.7 5</u>
<u>4/1/2022</u>	<u>123,027,604.85</u>	<u>174,857,817.00</u>	<u>314,243,053.2 5</u>
<u>10/1/2022</u>	<u>127,641,328.95</u>	<u>181,634,978.30</u>	<u>326,657,184.0 0</u>
<u>4/1/2023</u>	<u>132,428,170.75</u>	<u>188,672,799.65</u>	<u>339,561,950.0 0</u>
<u>10/1/2023*</u>	<u>137,395,000.00</u>	<u>195,985,000.00</u>	<u>352,975,000.0 0</u>

*Current Interest Commencement Date of the Series 2013-F Warrants

| ~~{To be added}~~

EXHIBIT 9.2(b)

Requisition

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee under
the Indenture referred to below No. _____

Re: Trust Indenture dated ~~Date~~ December 1, 2013 (the "Indenture") between Jefferson County, Alabama and
the Trustee

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

Request for Payment by the Issuer

The Issuer hereby requests payment from the Revenue Fund.

of \$ _____ to

Name of payee: _____

Address of payee: _____

Such payment will be made for the following purpose(s):

(Note: The Issuer is to describe purpose in reasonable detail. The Trustee shall be entitled to rely upon the certification by the Issuer in the following paragraph with respect to the purpose of this payment and shall not be required to verify that such purpose is authorized by the Indenture or that such purpose will not cause or result in a violation of any covenant in the Tax Certificate and Agreement.)

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in **Section 9.2(a)(8) or (9)** of the Indenture, (b) no Indenture Default exists, and (c) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____
Authorized Issuer Representative

EXHIBIT 9.6(g)

Series 2013 Senior Lien Reserve Fund Letter of Credit Reimbursement Order

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee under
the Indenture referred to below No. _____

Re: Trust Indenture dated ~~Date~~ December 1, 2013 (the "Indenture") between Jefferson County, Alabama and
the Trustee

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

Request for Reinstatement of Series 2013 Senior Lien Reserve Fund Letter of Credit

Pursuant to *Section 9.6(g)* of the Indenture, the Issuer hereby requests payment from the Series 2013 Senior Lien Reserve Fund for the sole purpose of reinstating coverage under the letter of credit described above in the following amount of

\$ _____.

Funds withdrawn from the Series 2013 Senior Lien Reserve Fund shall be used solely to redeem Reserve Fund Warrants that are Senior Lien Obligations under the Indenture.

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in *Section 9.6(g)* of the Indenture, (b) the amount requested for withdrawal is eligible for reinstatement under the Series 2013 Senior Lien Reserve Fund Letter of Credit, (c) no Indenture Default exists, and (d) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____
Authorized Issuer Representative

EXHIBIT 9.7(g)

Series 2013 Subordinate Lien Reserve Fund Letter of Credit Reimbursement Order

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee under
the Indenture referred to below No. _____

Re: Trust Indenture dated ~~Date~~ December 1, 2013 (the "Indenture") between Jefferson County, Alabama and
the Trustee

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

Request for Reinstatement of Series 2013 Subordinate Lien Reserve Fund Letter of Credit

Pursuant to *Section 9.7(g)* of the Indenture, the Issuer hereby requests payment from the Series 2013 Subordinate Lien Reserve Fund for the sole purpose of reinstating coverage under the letter of credit described above in the following amount of

\$ _____.

Funds withdrawn from the Series 2013 Subordinate Lien Reserve Fund shall be used solely to redeem Reserve Fund Warrants that are Subordinate Lien Obligations under the Indenture.

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in *Section 9.7(g)* of the Indenture, (b) the amount requested for withdrawal is eligible for reinstatement under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (c) no Indenture Default exists, and (d) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____
Authorized Issuer Representative

EXHIBIT 9.8(c)

Requisition

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee under
the Indenture referred to below No. _____

Re: Trust Indenture dated ~~Date~~ December 1, 2013 (the "Indenture") between Jefferson County, Alabama and
the Trustee

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

Request for Payment by the Issuer

The Issuer hereby requests payment from the Capital Improvement Fund.

of \$ _____ to

Name of payee: _____

Address of payee: _____

Such payment will be made for the following purpose(s):

(Note: The Issuer is to describe purpose in reasonable detail. The Trustee shall be entitled to rely upon the certification by the Issuer in the following paragraph with respect to the purpose of this payment and shall not be required to verify that such purpose is authorized by the Indenture or that such purpose will not cause or result in a violation of any covenant in the Tax Certificate and Agreement.)

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in *Section 9.8(c)* of the Indenture, (b) no Indenture Default exists, and (c) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____
Authorized Issuer Representative

EXHIBIT 15.5

Schedule of Permitted Ratios of Series 2013 Senior Lien Obligations to Secured Obligations

{To be provided.}

<u>Jefferson County, Alabama</u>				<u>Ratio Test</u>	
				<u>Initial Ratio</u>	33.6%
				<u>Max Ratio</u>	33.9%
<u>Amount of Debt Outstanding (\$000's)</u>					
<u>Date</u>	<u>Series 2013 Senior Lien Obligations</u>	<u>Series 2013 Subordinate Lien Obligations</u>	<u>Total Secured Obligations Outstanding</u>	<u>Ratios</u>	
				<u>Senior Lien</u>	<u>Subordinate Lien</u>
<u>12/3/13</u>	<u>\$ 600,003</u>	<u>1,185,484</u>	<u>\$ 1,785,487</u>	<u>33.6%</u>	<u>66.4%</u>
<u>10/1/14</u>	<u>611,291</u>	<u>1,209,919</u>	<u>1,821,210</u>	<u>33.6%</u>	<u>66.4%</u>
<u>10/1/15</u>	<u>625,761</u>	<u>1,241,575</u>	<u>1,867,336</u>	<u>33.5%</u>	<u>66.5%</u>
<u>10/1/16</u>	<u>641,200</u>	<u>1,273,456</u>	<u>1,914,656</u>	<u>33.5%</u>	<u>66.5%</u>
<u>10/1/17</u>	<u>657,675</u>	<u>1,302,988</u>	<u>1,960,664</u>	<u>33.5%</u>	<u>66.5%</u>
<u>10/1/18</u>	<u>675,253</u>	<u>1,329,799</u>	<u>2,005,052</u>	<u>33.7%</u>	<u>66.3%</u>
<u>10/1/19</u>	<u>694,009</u>	<u>1,358,546</u>	<u>2,052,555</u>	<u>33.8%</u>	<u>66.2%</u>
<u>10/1/20</u>	<u>714,022</u>	<u>1,404,919</u>	<u>2,118,942</u>	<u>33.7%</u>	<u>66.3%</u>
<u>10/1/21</u>	<u>735,378</u>	<u>1,454,978</u>	<u>2,190,356</u>	<u>33.6%</u>	<u>66.4%</u>
<u>10/1/22</u>	<u>776,358</u>	<u>1,550,682</u>	<u>2,327,039</u>	<u>33.4%</u>	<u>66.6%</u>
<u>10/1/23</u>	<u>782,480</u>	<u>1,547,601</u>	<u>2,330,080</u>	<u>33.6%</u>	<u>66.4%</u>
<u>10/1/24</u>	<u>788,996</u>	<u>1,541,351</u>	<u>2,330,346</u>	<u>33.9%</u>	<u>66.1%</u>
<u>10/1/25</u>	<u>795,932</u>	<u>1,550,561</u>	<u>2,346,493</u>	<u>33.9%</u>	<u>66.1%</u>
<u>10/1/26</u>	<u>798,346</u>	<u>1,560,507</u>	<u>2,358,853</u>	<u>33.8%</u>	<u>66.2%</u>
<u>10/1/27</u>	<u>795,749</u>	<u>1,571,247</u>	<u>2,366,996</u>	<u>33.6%</u>	<u>66.4%</u>
<u>10/1/28</u>	<u>787,633</u>	<u>1,582,844</u>	<u>2,370,478</u>	<u>33.2%</u>	<u>66.8%</u>
<u>10/1/29</u>	<u>782,016</u>	<u>1,586,675</u>	<u>2,368,691</u>	<u>33.0%</u>	<u>67.0%</u>
<u>10/1/30</u>	<u>776,058</u>	<u>1,585,026</u>	<u>2,361,085</u>	<u>32.9%</u>	<u>67.1%</u>
<u>10/1/31</u>	<u>769,725</u>	<u>1,577,245</u>	<u>2,346,970</u>	<u>32.8%</u>	<u>67.2%</u>
<u>10/1/32</u>	<u>762,992</u>	<u>1,562,599</u>	<u>2,325,591</u>	<u>32.8%</u>	<u>67.2%</u>
<u>10/1/33</u>	<u>755,819</u>	<u>1,540,329</u>	<u>2,296,148</u>	<u>32.9%</u>	<u>67.1%</u>
<u>10/1/34</u>	<u>748,178</u>	<u>1,509,605</u>	<u>2,257,782</u>	<u>33.1%</u>	<u>66.9%</u>
<u>10/1/35</u>	<u>727,256</u>	<u>1,482,431</u>	<u>2,209,687</u>	<u>32.9%</u>	<u>67.1%</u>
<u>10/1/36</u>	<u>704,920</u>	<u>1,445,925</u>	<u>2,150,845</u>	<u>32.8%</u>	<u>67.2%</u>
<u>10/1/37</u>	<u>681,085</u>	<u>1,401,055</u>	<u>2,082,140</u>	<u>32.7%</u>	<u>67.3%</u>
<u>10/1/38</u>	<u>657,245</u>	<u>1,347,230</u>	<u>2,004,475</u>	<u>32.8%</u>	<u>67.2%</u>
<u>10/1/39</u>	<u>631,860</u>	<u>1,282,010</u>	<u>1,913,870</u>	<u>33.0%</u>	<u>67.0%</u>
<u>10/1/40</u>	<u>604,820</u>	<u>1,210,525</u>	<u>1,815,345</u>	<u>33.3%</u>	<u>66.7%</u>
<u>10/1/41</u>	<u>576,000</u>	<u>1,166,785</u>	<u>1,742,785</u>	<u>33.1%</u>	<u>66.9%</u>
<u>10/1/42</u>	<u>545,275</u>	<u>1,119,545</u>	<u>1,664,820</u>	<u>32.8%</u>	<u>67.2%</u>
<u>10/1/43</u>	<u>512,525</u>	<u>1,068,525</u>	<u>1,581,050</u>	<u>32.4%</u>	<u>67.6%</u>
<u>10/1/44</u>	<u>477,610</u>	<u>1,034,295</u>	<u>1,511,905</u>	<u>31.6%</u>	<u>68.4%</u>
<u>10/1/45</u>	<u>440,950</u>	<u>990,850</u>	<u>1,431,800</u>	<u>30.8%</u>	<u>69.2%</u>
<u>10/1/46</u>	<u>402,460</u>	<u>937,275</u>	<u>1,339,735</u>	<u>30.0%</u>	<u>70.0%</u>

<u>Date (continued)</u>	<u>Series 2013 Senior Lien Obligations</u>	<u>Series 2013 Subordinate Lien Obligations</u>	<u>Total Outstanding</u>	<u>Ratios</u>	
				<u>Senior Lien</u>	<u>Subordinat e Lien</u>
<u>10/1/47</u>	<u>\$361,370</u>	<u>\$872,540</u>	<u>\$1,233,910</u>	<u>29.3%</u>	<u>70.7%</u>
<u>10/1/48</u>	<u>317,945</u>	<u>795,450</u>	<u>1,113,395</u>	<u>28.6%</u>	<u>71.4%</u>
<u>10/1/49</u>	<u>272,240</u>	<u>704,705</u>	<u>976,945</u>	<u>27.9%</u>	<u>72.1%</u>
<u>10/1/50</u>	<u>224,140</u>	<u>598,900</u>	<u>823,040</u>	<u>27.2%</u>	<u>72.8%</u>
<u>10/1/51</u>	<u>172,715</u>	<u>476,625</u>	<u>649,340</u>	<u>26.6%</u>	<u>73.4%</u>
<u>10/1/52</u>	<u>118,195</u>	<u>336,600</u>	<u>454,795</u>	<u>26.0%</u>	<u>74.0%</u>
<u>10/1/53</u>	<u>60,680</u>	<u>178,290</u>	<u>238,970</u>	<u>25.4%</u>	<u>74.6%</u>

*Table Utilizes Accreted Value for principal of Outstanding Capital Appreciation Warrants and Convertible Capital Appreciation Warrants (prior to the Current Interest Conversion Date, if applicable).

EXHIBIT 16.1(b)

Directions for Notices

JEFFERSON COUNTY, ALABAMA

Mailing address:

Jefferson County, Alabama
Attention: County Manager
Room 251, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203

-and-

Jefferson County, Alabama
Attention: County Attorney
Room 280, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203

Hand delivery or courier delivery address:

Jefferson County, Alabama
Attention: County Manager
Room 251, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203

-and-

Jefferson County, Alabama
Attention: County Attorney
Room 280, Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard North
Birmingham, Alabama 35203

Email address:

County Manager:
County Attorney:

Facsimile transmissions:

County Manager:
County Attorney:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as trustee**

Mailing address:

[Wells Fargo Bank, N.A.](#)
[Corporate Trust Services](#)
[Attn: Mary Dallatore](#)
[123 S. Broad Street, Suite 1500](#)
[MAC Y1379-157](#)
[Philadelphia, Pennsylvania 19109](#)

[-and-](#)

[Wells Fargo Bank, N.A.](#)
[Corporate Trust Services](#)
[Attn: Christopher Tracy](#)
[1 Independent Drive, Suite 620](#)
[MAC Z3094-060](#)
[Jacksonville, Florida 32202](#)

Hand delivery or courier delivery address:

[Wells Fargo Bank, N.A.](#)
[Corporate Trust Services](#)
[Attn: Mary Dallatore](#)
[123 S. Broad Street, Suite 1500](#)
[MAC Y1379-157](#)
[Philadelphia, Pennsylvania 19109](#)

[-and-](#)

[Wells Fargo Bank, N.A.](#)
[Corporate Trust Services](#)
[Attn: Christopher Tracy](#)
[1 Independent Drive, Suite 620](#)
[MAC Z3094-060](#)
[Jacksonville, Florida 32202](#)

Email address:

christopher.tracy@wellsfargo.com

Facsimile transmissions:

[\(877\) 775-7570](tel:877-775-7570)
[\(904\) 351-7266](tel:904-351-7266)

Document comparison by Workshare Compare on Thursday, November 21, 2013 2:20:22 PM

Input:	
Document 1 ID	PowerDocs://BHAMLIB/1294800/20
Description	BHAMLIB-#1294800-v20-New_Sewer_Warrant_Indenture_-_JeffCo
Document 2 ID	PowerDocs://BHAMLIB/1294800/24
Description	BHAMLIB-#1294800-v24-New_Sewer_Warrant_Indenture_-_JeffCo
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	2339
Deletions	491
Moved from	17
Moved to	17
Style change	0
Format changed	0
Total changes	2864

Exhibit 4

Redline of New First Supplemental Sewer Warrant Indenture Against the November 19, 2013 Version

FIRST SUPPLEMENTAL TRUST INDENTURE

Dated December 1, 2013

Between

JEFFERSON COUNTY, ALABAMA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Relating to the authorization and issuance of

Up to ~~[\$Amount]~~\$60,000,288 Senior Lien Reserve Fund Reimbursement Warrants

and

Up to ~~[\$Amount]~~\$118,548,363 Subordinate Lien Reserve Fund Reimbursement Warrants

by

Jefferson County, Alabama

TABLE OF CONTENTS

	PAGE
Parties.....	1
Recitals.....	1
ARTICLE 1 Definitions.....	2
SECTION 1.1 Definitions.....	2
ARTICLE 2 Security for Payment.....	4
SECTION 2.1 Confirmation of Indenture.....	4
SECTION 2.2 Pledge and Assignment.....	4
ARTICLE 3 Registration, Transfer, Exchange and Payment of the Reserve Fund Warrants.....	5
SECTION 3.1 Book-Entry System for the Reserve Fund Warrants.....	5
SECTION 3.2 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Reserve Fund Warrants.....	6
SECTION 3.3 Persons Deemed Owners.....	8
SECTION 3.4 Trustee as Paying Agent and Registrar.....	8
SECTION 3.5 Payments Due on Non-Business Days.....	8
ARTICLE 4 The Reserve Fund Warrants.....	89
SECTION 4.1 Specific Title and Terms of the Senior Lien Reserve Fund Warrants.....	89
SECTION 4.2 Specific Title and Terms of the Subordinate Lien Reserve Fund Warrants.....	112
ARTICLE 5 Repurchases and Tenders.....	1415
SECTION 5.1 No Optional Tender Rights for Holders.....	1415
ARTICLE 6 Redemption of Reserve Fund Warrants.....	1415
SECTION 6.1 Redemption Provisions.....	1415
SECTION 6.2 Election to Redeem.....	1415
SECTION 6.3 Selection by Trustee of Reserve Fund Warrants to be Redeemed.....	1415
SECTION 6.4 Notice of Redemption.....	15
SECTION 6.5 Deposit of Redemption Price.....	1516
SECTION 6.6 Reserve Fund Warrants Payable on Redemption Date.....	1516
SECTION 6.7 Reserve Fund Warrants Redeemed in Part.....	1516
SECTION 6.8 Purchase of Reserve Fund Warrants in Lieu of Redemption.....	1617
ARTICLE 7 Additional Indenture Funds.....	1617
SECTION 7.1 Senior Lien Reserve Fund Warrant Debt Service Fund.....	1617
SECTION 7.2 Subordinate Lien Reserve Fund Warrant Debt Service Fund.....	1718
ARTICLE 8 Amendments of First Supplemental Indenture.....	1819
SECTION 8.1 Rights of JPMorgan Chase Bank.....	1819
ARTICLE 9 Provisions of General Application.....	1819
SECTION 9.1 Governing Law.....	1819
SECTION 9.2 CUSIP Numbers.....	19
SECTION 9.3 Severability.....	1819
SECTION 9.39.4 Construction of First Supplemental Indenture.....	1819

EXHIBIT 4.1(b).....Form of Senior Lien Reserve Fund Warrant Certificate of Issuance
EXHIBIT 4.1(c).....Form of Transfer Restriction Certificate of JPMorgan Chase Bank
EXHIBIT 4.1(e).....Form of Senior Lien Reserve Fund Warrants
EXHIBIT 4.2(b).....Form of Subordinate Lien Reserve Fund Warrant Certificate of Issuance
EXHIBIT 4.2(e).....Form of Subordinate Lien Reserve Fund Warrants
EXHIBIT 6.2.....Election to Redeem

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS **FIRST SUPPLEMENTAL TRUST INDENTURE** (this “First Supplemental Indenture”) dated December 1, 2013 is entered into by **JEFFERSON COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the “Issuer”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as trustee (the “Trustee”).

Recitals

The Issuer owns and operates a sanitary sewer system (the “System”), which currently serves customers in Jefferson County, Alabama and small portions of two adjacent counties. On November 9, 2011, the Issuer filed a petition for relief under Chapter 9 of Title 11 of the United States Code, thereby commencing Bankruptcy Case No. 11-05736-TBB9 (the “Bankruptcy Case”) before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the “Bankruptcy Court”). The Bankruptcy Court has confirmed the Issuer’s plan of adjustment (the “Confirmed Plan of Adjustment”), a material component of which is the restructuring of the Issuer’s financial obligations with respect to its System through the issuance of certain warrants of the Issuer.

On the date hereof, the Issuer has entered into that certain Trust Indenture dated December 1, 2013 between the Issuer and the Trustee, as trustee (the “Original Indenture”) in order to provide for the issuance of certain warrants of the Issuer as described therein. The Original Indenture and this First Supplemental Indenture are sometimes collectively referred to herein as the “Indenture”. Capitalized terms used without definition in this First Supplemental Indenture shall have the meaning ascribed in the Original Indenture.

The Issuer has duly authorized the issuance of two series of its sewer revenue warrants: (1) its Senior Lien Reserve Fund Reimbursement Warrants, in a maximum principal amount Outstanding at any one time of up to \$~~[Amount]~~60,000,288 (the “Senior Lien Reserve Fund Warrants”) and (2) its Subordinate Lien Reserve Fund Reimbursement Warrants, in in a maximum principal amount Outstanding at any one time of up to \$~~[Amount]~~118,548,363 (the “Subordinate Lien Reserve Fund Warrants” and, together with the Senior Lien Reserve Fund Warrants, the “Reserve Fund Warrants”) pursuant to the terms and conditions of this First Supplemental Indenture. The Reserve Fund Warrants are additional Secured Obligations under the Original Indenture. The Reserve Fund Warrants are contemplated by the Confirmed Plan of Adjustment.

The Senior Lien Reserve Fund Warrants constitute Current Interest Obligations and Senior Lien Obligations. The Senior Lien Reserve Fund Warrants may be issued for the purpose of reimbursing JPMorgan Chase Bank for draws on the Series 2013 Senior Lien Reserve Fund Letter of Credit. The Subordinate Lien Reserve Fund Warrants constitute Current Interest Obligations and Subordinate Lien Obligations. The Subordinate Lien Reserve Fund Warrants may be issued for the purpose of reimbursing JPMorgan Chase Bank for draws on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit. The letters of credit described herein are Credit Enhancement for the Warrants, as provided in the Original Indenture. The Reserve Fund Warrants are authorized but unissued on the date hereof. The Reserve Fund Warrants may only be issued on or after March 1, 2014, and may not have a maturity date later than March 1, 2054.

The Reserve Fund Warrants are limited obligations of the Issuer payable solely out of the General Trust Estate established under the Original Indenture, which includes the System Revenues described therein. Payment of the Senior Lien Reserve Fund Warrants is further secured by the Senior Lien Reserve Fund Warrant Trust Estate, which includes the Senior Lien Reserve Fund Warrants Debt Service Fund described herein, and which is held by the Trustee for the sole benefit of Holders of the Senior Lien Reserve Fund Warrants. Payment of the Subordinate Lien Reserve Fund Warrants is further secured by the Subordinate Lien Reserve Fund Warrant Trust Estate, which includes the Subordinate Lien Reserve Fund Warrants Debt Service Fund described herein, and which is held by the Trustee for the sole benefit of Holders of the Subordinate Lien Reserve Fund Warrants.

The Confirmed Plan of Adjustment and related confirmation order includes a binding judicial determination that the Warrants, the Reserve Fund Warrants, the Original Indenture, this First Supplemental Indenture, the Rate Resolution, and the covenants made by the Issuer for the benefit of the holders of the Warrants

(including the covenants provided for in *Section 10.9* of the Original Indenture) will constitute legal, valid, binding and enforceable obligations of the Issuer.

All things have been done which are necessary to make the Reserve Fund Warrants, when executed by the Issuer and issued, authenticated and delivered by the Trustee hereunder, the valid obligations of the Issuer, and to constitute this First Supplemental Indenture a valid trust indenture for the security of the Reserve Fund Warrants, in accordance with the terms of this First Supplemental Indenture.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

It is hereby covenanted and declared that all the Reserve Fund Warrants may be issued, authenticated and delivered as provided herein; and the property subject to this First Supplemental Indenture is to be held and applied by the Trustee, subject to the covenants, conditions and trusts hereinafter set forth; and the Issuer does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit (except as otherwise expressly provided herein) of all Reserve Fund Warrants as follows:

ARTICLE 1

Definitions

SECTION 1.1 Definitions

Capitalized terms used without definition herein shall have the meaning ascribed in the Original Indenture. As a supplement to the Original Indenture, and for all purposes of this First Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“**Approving Tax Opinion**” means an Opinion of Counsel delivered by an attorney or firm of attorneys which is nationally recognized as bond counsel stating that the interest paid on the Reserve Fund Warrant or Reserve Fund Warrants described in such opinion is exempt from federal income taxation or otherwise excludable from gross income of the Holder thereof.

“**Authorized Denominations**” means, with respect to the Reserve Fund Warrants, a principal amount of \$100,000 and any amount in excess thereof.

“**Favorable Ruling**” means a private letter ruling, revenue ruling, technical advice memorandum or other determination of the Internal Revenue Service stating that the interest paid on the Reserve Fund Warrant or Reserve Fund Warrants described in such document is exempt from federal income taxation or otherwise excludable from gross income of the Holder thereof.

“**Holder**” or “**Warrantholder**” means, when used with respect to any Reserve Fund Warrant, (i) if the Book Entry System is not in effect, the person in whose name such Reserve Fund Warrant is registered on the Warrant Register maintained by the Trustee and (ii) if the Book Entry System is in effect, the beneficial owner of such Reserve Fund Warrant on the records maintained pursuant to the Book Entry System.

“**Interest Payment Date**” means, when used with respect to any installment of interest on a Reserve Fund Warrant, the date specified in this First Supplemental Indenture as the date on which such installment of interest is due and payable.

“**JPMorgan Chase Bank**” means JPMorgan Chase Bank, National Association, a national banking association and the issuer of the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit.

“**Maturity Date**” means, when used with respect to any Reserve Fund Warrant, the dates specified pursuant to *Sections 4.1(b)(3)* and *4.2(b)(3)*.

“**Original Indenture**” means that certain Trust Indenture dated December 1, 2013 between the Issuer and the Trustee.

“**Post-Default Rate**” means, when used with respect to any payment of Debt Service on any Reserve Fund Warrant, a rate of interest per annum equal to (A) the interest rate applicable to such Reserve Fund Warrant at the time of the applicable Indenture Default plus (B) 2.00%, subject to a maximum rate of 12% per annum.

“**Principal Payment Date**” means, when used with respect to any Reserve Fund Warrant, the dates specified pursuant to *Sections 4.1(i)* and *4.2(i)*.

“**Reserve Fund Warrant Payment Date**” means each date on which Debt Service is payable on Reserve Fund Warrants, including any date fixed for redemption of Reserve Fund Warrants.

“**Reserve Fund Warrant Register**” means the register or registers for the registration and transfer of Reserve Fund Warrants maintained by the Issuer at the Office of the Trustee pursuant to *Sections 3.1(b)(1)* and *3.2(c)*.

“**Reserve Fund Warrants**” means, collectively, the Senior Lien Reserve Fund Warrants and the Subordinate Lien Reserve Fund Warrants.

“**Senior Lien Certificate of Issuance**” has the meaning assigned in *Section 4.1(b)*.

“**Senior Lien Reserve Fund Warrant Trust Estate**” has the meaning assigned in *Section 2.2(b)*.

“**Senior Lien Reserve Fund Warrant Debt Service Fund**” means the fund established pursuant to *Section 7.1*.

“**Senior Lien Reserve Fund Warrant Issue Date**” means each date on which a Senior Lien Reserve Fund Warrant is issued, which for each Senior Lien Reserve Fund Warrant shall be the same date as the date of a related (i) draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit, (ii) transfer of cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants, (iii) transfer of cash obtained by the Trustee pursuant to a draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit due to the failure of JPMorgan Chase Bank to deliver collateral from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants, or (iv) transfer of collateral pursuant to *Section 9.6* of the Original Indenture from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants. The Senior Lien Reserve Fund Warrant Issue Date shall be conclusively proved by the respective Senior Lien Certificate of Issuance.

“**Senior Lien Reserve Fund Warrants**” means the Issuer’s Senior Lien Reserve Fund Reimbursement Warrants, authorized to be issued pursuant to this First Supplemental Indenture on or after March 1, 2014 in a maximum principal amount Outstanding at any one time of up to ~~\$(Amount)+60,000,288~~. If the Senior Lien Reserve Fund Warrants are issued, such warrants shall be issued as Senior Lien Obligations and as Current Interest Obligations.

“**Special Record Date**” for the payment of any Defaulted Interest on the Reserve Fund Warrants means a date fixed by the Trustee pursuant to *Section 3.1(b)(7)* or *Section 3.2(l)*.

“**Subordinate Lien Certificate of Issuance**” has the meaning assigned in *Section 4.2(b)*

“**Subordinate Lien Reserve Fund Warrant Trust Estate**” has the meaning assigned in *Section 2.2(c)*.

“**Subordinate Lien Reserve Fund Warrant Debt Service Fund**” means the fund established pursuant to *Section 7.2*.

“**Subordinate Lien Reserve Fund Warrant Issue Date**” means each date on which a Subordinate Lien Reserve Fund Warrant is issued, which for each Subordinate Lien Reserve Fund Warrant shall be the same date as the date of a related (i) draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (ii) transfer of cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants, (iii) transfer of cash obtained by the Trustee pursuant to a draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit due to the failure of JPMorgan Chase Bank to deliver collateral from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants, or (iv) transfer of collateral pursuant to *Section 9.7* of the Original Indenture from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants. The Subordinate Lien Reserve Fund Warrant Issue Date shall be conclusively proved by the respective Subordinate Lien Certificate of Issuance.

“**Subordinate Lien Reserve Fund Warrants**” means the Issuer’s Subordinate Lien Reserve Fund Reimbursement Warrants, authorized to be issued pursuant to this First Supplemental Indenture on or after March 1, 2014 in in a maximum principal amount Outstanding at any one time of up to \$~~[Amount]-118,548,363~~. If the Subordinate Lien Reserve Fund Warrants are issued, such warrants shall be issued as Subordinate Lien Obligations and as Current Interest Obligations.

“**Transfer Restriction Certificate**” means the certificate provided for in *Section 4.1(c)* incorporating the representations therein contained.

“**Trust Estate**” means the General Trust Estate, the Series 2013 Senior Lien Trust Estate, Series 2013 Subordinate Lien Trust Estate, the Senior Lien Reserve Fund Warrant Trust Estate, the Subordinate Lien Reserve Fund Warrant Trust Estate, and for any particular series of additional Secured Obligations, the funds designated pursuant to *Section 8.2(a)(1)(H)* of the Original Indenture.

ARTICLE 2

Security for Payment

SECTION 2.1 Confirmation of Indenture

(a) The Issuer, the Trustee, and, by acceptance of the Reserve Fund Warrants, the Holders thereof, agree that this First Supplemental Indenture is delivered in supplement to the Original Indenture, as part thereof, and shall be construed in accordance with, and governed by, the terms of the Original Indenture.

(b) The Original Indenture, as hereby supplemented and amended, is hereby ratified, confirmed, and approved.

SECTION 2.2 Pledge and Assignment

(a) **General Trust Estate.** The Reserve Fund Warrants are payable from the General Trust Estate, including money on deposit in any funds or accounts included therein. The provisions of the Original Indenture, wherein the General Trust Estate is pledged for payment of all Secured Obligations issued under the Indenture, are hereby ratified and confirmed. If issued, the Senior Lien Reserve Fund Warrants are declared to be Senior Lien Obligations secured *pari passu* with all other Senior Lien Obligations issued from time to time under the Original Indenture with respect to the General Trust Estate. If issued, the Subordinate Lien Reserve Fund Warrants are declared to be Subordinate Lien Obligations secured *pari passu* with all other Subordinate Lien Obligations issued from time to time under the Original Indenture with respect to the General Trust Estate. Under the Indenture, Senior Lien Obligations have priority over Subordinate Lien Obligations.

(b) **Trust Estate for Benefit of the Senior Lien Reserve Fund Warrants.** To secure the payment of Debt Service on the Senior Lien Reserve Fund Warrants and the performance of the covenants contained in the Indenture that are for the benefit of the Senior Lien Reserve Fund Warrants, and in consideration of the premises and of the funding of draws under the Series 2013 Senior Lien Reserve Fund Letter of Credit, the Issuer hereby

pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the Senior Lien Reserve Fund Warrant Debt Service Fund.

To Have and to Hold all such property, rights and privileges (collectively referred to as the “Senior Lien Reserve Fund Warrant Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the equal and proportionate benefit and security of the Holders from time to time of the Senior Lien Reserve Fund Warrants (without any priority of any such Senior Lien Reserve Fund Warrant over any other Senior Lien Reserve Fund Warrant).

Provided, However, that money and investments in the Senior Lien Reserve Fund Warrant Debt Service Fund may be applied for the purposes and on the terms and conditions set forth in this First Supplemental Indenture.

(c) **Trust Estate for Benefit of the Subordinate Lien Reserve Fund Warrants.** To secure the payment of Debt Service on the Subordinate Lien Reserve Fund Warrants and the performance of the covenants contained in the Indenture that are for the benefit of the Subordinate Lien Reserve Fund Warrants, and in consideration of the premises and of the funding of draws under the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, the Issuer hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, the Subordinate Lien Reserve Fund Warrant Debt Service Fund.

To Have and to Hold all such property, rights and privileges (collectively referred to as the “Subordinate Lien Reserve Fund Warrant Trust Estate”) unto the Trustee and its successors and assigns.

But in Trust Nevertheless, for the equal and proportionate benefit and security of the Holders from time to time of the Subordinate Lien Reserve Fund Warrants (without any priority of any such Subordinate Lien Reserve Fund Warrant over any other Subordinate Lien Reserve Fund Warrant).

Provided, However, that money and investments in the Subordinate Lien Reserve Fund Warrant Debt Service Fund may be applied for the purposes and on the terms and conditions set forth in this First Supplemental Indenture.

ARTICLE 3

Registration, Transfer, Exchange and Payment of the Reserve Fund Warrants

SECTION 3.1 Book-Entry System for the Reserve Fund Warrants

(a) The ownership, transfer, exchange and payment of Reserve Fund Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to *Section 3.1(c)*.

(b) Except as otherwise expressly provided in this First Supplemental Indenture, while Reserve Fund Warrants are in the Book Entry System the following provisions shall apply:

(1) In order to facilitate the Book Entry System, on or before the date of initial issuance and delivery of Reserve Fund Warrants hereunder, a physical certificate or physical certificates for the Reserve Fund Warrants shall be executed, registered in the Reserve Fund Warrant Register in the name of DTC or its nominee, and delivered to DTC for safekeeping (including safekeeping by the Trustee pursuant to the “FAST” system or other procedures of the Book Entry System).

(2) The term “Reserve Fund Warrant” means each separate security credited to a beneficial owner, or entitlement holder, pursuant to the Book Entry System, and the term “Holder” means the person identified pursuant to the Book Entry System as the beneficial owner of the related security.

(3) The terms and limitations of this First Supplemental Indenture with respect to each separate Reserve Fund Warrant shall be applicable to each separate security credited to a beneficial owner under the Book Entry System.

(4) All payments of Debt Service on the Reserve Fund Warrants shall be made by the Trustee through the Book Entry System, and payments by such method shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to such payments.

(5) Transfers and exchanges of Reserve Fund Warrants shall be reflected on the records of DTC in accordance with the Book Entry System.

(6) No service charge shall be made for any transfer or exchange of Reserve Fund Warrants, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Reserve Fund Warrants.

(7) Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Reserve Fund Warrants are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee of the amount of Defaulted Interest proposed to be paid on each Reserve Fund Warrant and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Estate. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given pursuant to the Book Entry System to each Holder as listed in the Reserve Fund Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been given as aforesaid payment of such Defaulted Interest shall be made through the Book Entry System.

(8) Subject to the foregoing provisions of this Section, each Reserve Fund Warrant delivered under this First Supplemental Indenture upon transfer of or in exchange for or in lieu of any other Reserve Fund Warrant shall carry all the rights to unpaid principal and interest accrued and unpaid, and to accrue, which were carried by such other Reserve Fund Warrant and each such Reserve Fund Warrant shall bear interest from such date so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(c) The Trustee shall discontinue the Book Entry System at the request of the Issuer. The Trustee may terminate the Book Entry System without direction from, or consent of, the Issuer if the Trustee determines in good faith that termination is in the best interest of the Holders. Notice of termination of the Book Entry System shall be given to Holders not less than 20 days before such termination is effective.

(d) If the Book Entry System is discontinued, (i) a physical certificate or physical certificates shall be executed, authenticated and delivered to each beneficial owner, or entitlement holder, under the Book Entry System in accordance with such holder's ownership of Reserve Fund Warrants, (ii) such certificates shall be registered in the Reserve Fund Warrant Register maintained by the Trustee, and (iii) the remaining provisions of this Article shall govern the registration, transfer, exchange and payment of Reserve Fund Warrants.

SECTION 3.2 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Reserve Fund Warrants

(a) If the Book Entry System is discontinued, the provisions of this Section shall control the registration, transfer, exchange and payment of Reserve Fund Warrants.

- (b) Payment of Debt Service on the Reserve Fund Warrants shall be made as follows:
- (1) Payment of principal of or interest on the Reserve Fund Warrants which is due on any Reserve Fund Warrant Payment Date shall be made by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Reserve Fund Warrant Register. Such payments of principal or interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date).
 - (2) Final payment of the principal of the Reserve Fund Warrants and payment of principal of and accrued interest on the Reserve Fund Warrants due upon redemption on any date other than a Reserve Fund Warrant Payment Date shall be made only upon surrender thereof at the Office of the Trustee.
 - (3) Upon the written request of any Holder, the Trustee shall make payments of Debt Service by wire transfer, provided that (i) such request contains adequate instructions for the method of payment, and (ii) payment of the principal of such Reserve Fund Warrants and payment of the accrued interest on such Reserve Fund Warrants due upon redemption on any date other than a Reserve Fund Warrant Payment Date shall be made only upon surrender of such Reserve Fund Warrants to the Trustee.
- (c) Subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Reserve Fund Warrants and registration of transfers of Reserve Fund Warrants entitled to be registered or transferred as herein provided in the Reserve Fund Warrant Register.
- (d) Upon surrender for transfer of any Reserve Fund Warrant at the Office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Reserve Fund Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount.
- (e) At the option of the Holder, Reserve Fund Warrants may be exchanged for other Reserve Fund Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount, upon surrender of the Reserve Fund Warrants to be exchanged at the Office of the Trustee. Whenever any Reserve Fund Warrants are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the Reserve Fund Warrants which the Holder making the exchange is entitled to receive.
- (f) Subject to *Section 7.9* of the Original Indenture, all Reserve Fund Warrants surrendered for payment or redemption (after the payment or redemption thereof) or for transfer or exchange, shall be promptly cancelled by the Trustee. The Trustee may destroy cancelled certificates. No Reserve Fund Warrant shall be authenticated in lieu of or in exchange for any Reserve Fund Warrant cancelled as provided in this Section, except as expressly provided by this First Supplemental Indenture.
- (g) All Reserve Fund Warrants issued upon any transfer or exchange of Reserve Fund Warrants shall be the valid obligations of the Issuer and entitled to the same security and benefits under this First Supplemental Indenture as the Reserve Fund Warrants surrendered upon such transfer or exchange.
- (h) Every Reserve Fund Warrant presented or surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer.
- (i) No service charge shall be made for any transfer or exchange of Reserve Fund Warrants, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Reserve Fund Warrants.
- (j) The Issuer shall not be required (i) to transfer or exchange any Reserve Fund Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Reserve Fund Warrants and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Reserve Fund Warrant so selected for redemption in whole or in part.

(k) Interest on any Reserve Fund Warrant which is payable, and is punctually paid or duly provided for, on any Reserve Fund Warrant Payment Date shall be paid to the person in whose name that Reserve Fund Warrant is registered at the close of business on the Regular Record Date for such Reserve Fund Warrant Payment Date.

(l) Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Reserve Fund Warrants are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee of the amount of Defaulted Interest proposed to be paid on each Reserve Fund Warrant and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Estate. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder at his address as it appears in the Reserve Fund Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Reserve Fund Warrants are registered on such Special Record Date.

(m) Subject to the foregoing provisions of this Section, each Reserve Fund Warrant delivered under this First Supplemental Indenture upon transfer of or in exchange for or in lieu of any other Reserve Fund Warrant shall carry all the rights to unpaid principal and interest accrued and unpaid, and to accrue, which were carried by such other Reserve Fund Warrant and each such Reserve Fund Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(n) In the event any Reserve Fund Warrant is mutilated, lost, stolen or destroyed, the Issuer may execute, and the Trustee shall thereupon authenticate and deliver, a replacement Reserve Fund Warrant of like Tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Reserve Fund Warrant, such Reserve Fund Warrant is first surrendered to the Trustee, and (b) in the case of any such lost, stolen or destroyed Reserve Fund Warrant, there is first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to each of them. The Issuer may charge the Holder with the expense of issuing any such replacement Reserve Fund Warrant.

SECTION 3.3 Persons Deemed Owners

The Holder of a Reserve Fund Warrant shall be treated as the owner of such Secured Obligation for purposes of this First Supplemental Indenture.

SECTION 3.4 Trustee as Paying Agent and Registrar

Debt Service on the Reserve Fund Warrants shall be payable on behalf of the Issuer by the Trustee, which is hereby designated as the paying agent of the Issuer for purposes of this First Supplemental Indenture. The Trustee is hereby appointed as agent of the Issuer solely for the purpose of registering Reserve Fund Warrants and transfers of Reserve Fund Warrants as provided in this First Supplemental Indenture.

SECTION 3.5 Payments Due on Non-Business Days

If any payment on the Reserve Fund Warrants is due on a day which is not a Business Day, such payment may be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

ARTICLE 4

The Reserve Fund Warrants

SECTION 4.1 Specific Title and Terms of the Senior Lien Reserve Fund Warrants

(a) **Title, Amount and Lien Status.** An additional series of Secured Obligations authorized to be issued hereunder shall be issued as Senior Lien Obligations and, when and if issued, shall be entitled “Senior Lien Reserve Fund Reimbursement Warrants”. The aggregate principal amount of Senior Lien Reserve Fund Warrants that may be issued and Outstanding hereunder shall not exceed, at any one time, ~~\$(Amount)-60,000,288.~~ The Senior Lien Reserve Fund Warrants shall be issued as Current Interest Obligations. No Credit Enhancement shall be applicable to the Senior Lien Reserve Fund Warrants.

(b) **Issuance of the Senior Lien Reserve Fund Warrants.** The Senior Lien Reserve Fund Warrants shall be issued from time to time in accordance with the provisions of this Section. No Senior Lien Reserve Fund Warrant may be issued before March 1, 2014. The Issuer hereby authorizes and directs the Trustee to issue Senior Lien Reserve Fund Warrants for the sole purpose of reimbursing JPMorgan Chase Bank for, and in consideration of, (i) draws on the Series 2013 Senior Lien Reserve Fund Letter of Credit, (ii) transfers of cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Senior Lien Reserve Fund Letter of Credit from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants, (iii) transfers of cash obtained by the Trustee pursuant to a draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit due to the failure of JPMorgan Chase Bank to deliver collateral from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants, or (iv) transfers of collateral pursuant to *Section 9.6* of the Original Indenture from the Series 2013 Senior Lien Reserve Fund to the Series 2013 Senior Lien Debt Service Fund to pay Debt Service on the Warrants. To issue and deliver a Senior Lien Reserve Fund Warrant, the Trustee shall complete a Senior Lien Certificate of Issuance in the form attached hereto as *Exhibit 4.1(b)* (each a “Senior Lien Certificate of Issuance”) and attach each such certificate to the physical certificate evidencing such Senior Lien Reserve Fund Warrant held by the Trustee pursuant to *Section 3.1(b)(1)* or, if the Book Entry System is no longer in effect, the physical certificate delivered in accordance with *Section 3.2*. Each Senior Lien Certificate of Issuance shall contain the following information:

- (1) the Senior Lien Reserve Fund Warrant Issue Date,
- (2) the principal amount of such Senior Lien Reserve Fund Warrant,
- (3) the maturity date of such Senior Lien Reserve Fund Warrant, which shall comply with the provisions of *Section 4.1(f)*,
- (4) the CUSIP number of such Senior Lien Reserve Fund Warrant, and
- (5) the original signature of the Trustee issuing and authenticating such Senior Lien Reserve Fund Warrant.

Notwithstanding any provision of the Indenture to the contrary, if JPMorgan Chase Bank fails to honor a draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit, the Trustee shall revoke the Senior Lien Certificate of Issuance relating to such unhonored draw, cancel the same on the records of the Book Entry System, and no payment obligation shall arise thereunder. Cancellation of any one Senior Lien Certificate of Issuance shall not affect the validity of other Outstanding Senior Lien Reserve Fund Warrants.

(c) **Delivery of Senior Lien Reserve Fund Warrants.** The Trustee shall deliver each Senior Lien Reserve Fund Warrant in accordance with the rules and operational arrangements of DTC, as specified by written instructions and certifications of JPMorgan Chase Bank in the form attached hereto as *Exhibit 4.1(c)* (the “Transfer Restriction Certificate”). Senior Lien Reserve Fund Warrants may only be delivered upon initial issuance in accordance with the Transfer Restriction Certificate and to no other Person. The Transfer Restriction Certificate shall be delivered by JPMorgan Chase Bank to the Issuer and the Trustee upon execution of this First Supplemental Indenture and may be updated as needed by JPMorgan Chase Bank.

(d) **Authorized Denominations.** The Senior Lien Reserve Fund Warrants shall be in Authorized Denominations.

(e) **Form and Number.** The Senior Lien Reserve Fund Warrants shall be issuable as registered warrants without coupons. The Senior Lien Reserve Fund Warrants shall be numbered separately from 1 upward by notation on each Senior Lien Certificate of Issuance. In order to facilitate the Book Entry System, a single Reserve Fund Warrant certificate for all Senior Lien Reserve Fund Warrants shall be delivered to the Trustee. Senior Lien Reserve Fund Warrants of the same Tenor shall be evidenced by a Senior Lien Certificate of Issuance. The Senior Lien Reserve Fund Warrants shall be substantially as set forth in *Exhibit 4.1(e)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this First Supplemental Indenture.

(f) **Dated Date and Maturity Date.** Each Senior Lien Reserve Fund Warrant shall be dated the date of its issuance (the date of delivery of the related Senior Lien Certificate of Issuance). Senior Lien Reserve Fund Warrants shall mature on the date determined as follows:

(1) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is on or before January 1, 2022, such Senior Lien Reserve Fund Warrant shall mature on October 1, 2033;

(2) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is after January 1, 2022 and on or before April 1, 2042, such Senior Lien Reserve Fund Warrant shall mature on the January 1, April 1, July 1 or October 1 last occurring prior to the date which is twelve years from the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant; or

(3) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is after April 1, 2042, such Senior Lien Reserve Fund Warrant shall mature on March 1, 2054.

(g) **Interest Rate.** Each Senior Lien Reserve Fund Warrant shall bear interest at the following rates:

(1) for the period beginning on the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant and ending twenty-four months after such Senior Lien Reserve Fund Warrant Issue Date, ~~7.35%~~ per annum; and

(2) beginning on and including the first day of the twenty-fifth month following the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant, ~~8.35%~~ per annum;

provided that, if the Issuer and JPMorgan Chase Bank are unable to jointly obtain, at their reasonable shared cost, an Approving Tax Opinion or Favorable Ruling within six months of the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant, then the rate of interest applicable to such Senior Lien Reserve Fund Warrant shall increase to ~~11.31%~~ per annum beginning on the first day of the seventh month following the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant. ~~{This is (g)(1) divided by .65}~~. The Issuer shall provide the Trustee with a copy of any Approving Tax Opinion or Favorable Ruling upon receipt, and absent actual receipt of such Approving Tax Opinion or Favorable Ruling, the Trustee shall conclusively assume that such document has not been obtained.

(h) **Interest Payment Dates.** Interest on the Senior Lien Reserve Fund Warrants shall be payable in arrears on (i) January 1, April 1, July 1 and October 1 in each year, beginning on the first applicable date following issuance of a Senior Lien Reserve Fund Warrant, and (ii) the Maturity Date.

(i) **Principal Payment Dates.** Principal on the Senior Lien Reserve Fund Warrants shall be payable as follows:

(1) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is on or before January 1, 2022, the principal of such Senior Lien Reserve Fund Warrant shall be payable in forty equal quarterly installments commencing on January 1, 2024 and quarterly thereafter on each April 1, July 1, October 1 and January 1 until paid in full;

(2) if the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is after January 1, 2022, but on or before April 1, 2042, the principal of such Senior Lien Reserve Fund Warrant shall be payable in forty equal quarterly installments commencing on the first January 1, April 1, July 1 or October 1 occurring at least 24 months following the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant, and quarterly thereafter on each January 1, April 1, July 1 or October 1 until paid in full; or

(3) If the Senior Lien Reserve Fund Warrant Issue Date of a Senior Lien Reserve Fund Warrant is after April 1, 2042, the principal of such Senior Lien Reserve Fund Warrant shall be amortized on the basis of forty equal quarterly installments and shall be payable according to such amortization commencing on the first January 1, April 1, July 1 or October 1 occurring at least 24 months following the Senior Lien Reserve Fund Warrant Issue Date of such Senior Lien Reserve Fund Warrant, and quarterly thereafter on each January 1, April 1, July 1 or October 1 until March 1, 2054; provided that all unpaid principal of any Senior Lien Reserve Fund Warrant shall be payable in full on March 1, 2054.

(j) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Trustee shall pay principal and interest to DTC, and such payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the principal or interest due on any Reserve Fund Warrant Payment Date for the Senior Lien Reserve Fund Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Reserve Fund Warrant Payment Date.

(k) **Computation of Interest Accrual.** The Senior Lien Reserve Fund Warrants shall bear interest from their Senior Lien Reserve Fund Warrant Issue Date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Article. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(l) **Interest on Overdue Payments.** Interest shall be payable on overdue principal of the Senior Lien Reserve Fund Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Senior Lien Reserve Fund Warrants at the Post-Default Rate.

(m) **Execution and Authentication.** Physical certificates evidencing the Senior Lien Reserve Fund Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Senior Lien Reserve Fund Warrants may be manual or, to the extent permitted by law, facsimile. Senior Lien Reserve Fund Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Senior Lien Reserve Fund Warrants. No Senior Lien Reserve Fund Warrant shall be secured by, or be entitled to any lien, right or benefit under, the Indenture or be valid or obligatory for any purpose, unless there is attached to such Senior Lien Reserve Fund Warrant a Senior Lien Certificate of Issuance in the form provided in *Exhibit 4.1(b)* which shall contain a certificate of authentication substantially in the form provided for therein, executed by the Trustee by manual signature, and such certificate attached to any Senior Lien Reserve Fund Warrant shall be conclusive

evidence, and the only evidence, that such Senior Lien Reserve Fund Warrant has been duly issued, authenticated and delivered hereunder.

(n) **Currency for Payment.** Payment of Debt Service on the Senior Lien Reserve Fund Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 4.2 Specific Title and Terms of the Subordinate Lien Reserve Fund Warrants

(a) **Title, Amount and Lien Status.** An additional series of Secured Obligations authorized to be issued hereunder shall be issued as Subordinate Lien Obligations and, when and if issued, shall be entitled “Subordinate Lien Reserve Fund Reimbursement Warrants”. The aggregate principal amount of Subordinate Lien Reserve Fund Warrants that may be issued and Outstanding hereunder shall not exceed, at any one time, ~~[\$Amount]~~ 118,548,363. The Subordinate Lien Reserve Fund Warrants shall be issued as Current Interest Obligations. No Credit Enhancement shall be applicable to the Subordinate Lien Reserve Fund Warrants.

(b) **Issuance of the Subordinate Lien Reserve Fund Warrants.** The Subordinate Lien Reserve Fund Warrants shall be issued from time to time in accordance with the provisions of this Section. No Subordinate Lien Reserve Fund Warrant may be issued before March 1, 2014. The Issuer hereby authorizes and directs the Trustee to issue Subordinate Lien Reserve Fund Warrants for the sole purpose of reimbursing JPMorgan Chase Bank for, and in consideration of, (i) draws on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, (ii) transfers of cash delivered by JPMorgan Chase Bank in substitution for the Series 2013 Subordinate Lien Reserve Fund Letter of Credit from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants, (iii) transfers of cash obtained by the Trustee pursuant to a draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit due to the failure of JPMorgan Chase Bank to deliver collateral from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants, or (iv) transfers of collateral pursuant to **Section 9.7** of the Original Indenture from the Series 2013 Subordinate Lien Reserve Fund to the Series 2013 Subordinate Lien Debt Service Fund to pay Debt Service on the Warrants. To issue and deliver a Subordinate Lien Reserve Fund Warrant, the Trustee shall complete a Subordinate Lien Certificate of Issuance in the form attached hereto as **Exhibit 4.2(b)** (each a “Subordinate Lien Certificate of Issuance”) and attach each such certificate to the physical certificate evidencing such Subordinate Lien Reserve Fund Warrant held by the Trustee pursuant to **Section 3.1(b)(1)** or, if the Book Entry System is no longer in effect, the physical certificate delivered in accordance with **Section 3.2**. Each Subordinate Lien Certificate of Issuance shall contain the following information:

- (1) Subordinate Lien Reserve Fund Warrant Issue Date,
- (2) the principal amount of such Subordinate Lien Reserve Fund Warrant,
- (3) the maturity date of such Subordinate Lien Reserve Fund Warrant, which shall comply with the provisions of **Section 4.2(f)**,
- (4) the CUSIP number of such Subordinate Lien Reserve Fund Warrant, and
- (5) the original signature of the Trustee issuing and authenticating such Subordinate Lien Reserve Fund Warrant.

Notwithstanding any provision of the Indenture to the contrary, if JPMorgan Chase Bank fails to honor a draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, the Trustee shall revoke the Subordinate Lien Certificate of Issuance relating to such unhonored draw, cancel the same on the records of the Book Entry System, and no payment obligation shall arise thereunder. Cancellation of any one Subordinate Lien Certificate of Issuance shall not affect the validity of other Outstanding Subordinate Lien Reserve Fund Warrants.

(c) **Delivery of Subordinate Lien Reserve Fund Warrants.** The Trustee shall deliver each Subordinate Lien Reserve Fund Warrant in accordance with the rules and operational arrangements of DTC, as specified by written instructions and certifications contained in the Transfer Restriction Certificate. Subordinate

Lien Reserve Fund Warrants may only be delivered upon initial issuance in accordance with the Transfer Restriction Certificate and to no other Person. The Transfer Restriction Certificate shall be delivered by JPMorgan Chase Bank [to the Issuer and the Trustee](#) upon execution of this First Supplemental Indenture and may be updated as needed by JPMorgan Chase Bank.

(d) **Authorized Denominations.** The Subordinate Lien Reserve Fund Warrants shall be in Authorized Denominations.

(e) **Form and Number.** The Subordinate Lien Reserve Fund Warrants shall be issuable as registered warrants without coupons. The Subordinate Lien Reserve Fund Warrants shall be numbered separately from 1 upward by notation on each Subordinate Lien Certificate of Issuance. In order to facilitate the Book Entry System, a single Reserve Fund Warrant certificate for all Subordinate Lien Reserve Fund Warrants shall be delivered to the Trustee. Subordinate Lien Reserve Fund Warrants of the same Tenor shall be evidenced by a Subordinate Lien Certificate of Issuance. The Subordinate Lien Reserve Fund Warrants shall be substantially as set forth in *Exhibit 4.2(e)*, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this First Supplemental Indenture.

(f) **Dated Date and Maturity Date.** Each Subordinate Lien Reserve Fund Warrant shall be dated the date of its issuance (the date of delivery of the related Subordinate Lien Certificate of Issuance). Subordinate Lien Reserve Fund Warrants shall mature on the date determined as follows:

(1) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is on or before January 1, 2022, such Subordinate Lien Reserve Fund Warrant shall mature on October 1, 2033;

(2) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is after January 1, 2022 and on or before April 1, 2042, such Subordinate Lien Reserve Fund Warrant shall mature on the January 1, April 1, July 1 or October 1 last occurring prior to the date which is twelve years from the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant; or

(3) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is after April 1, 2042, such Subordinate Lien Reserve Fund Warrant shall mature on March 1, 2054.

(g) **Interest Rate.** Each [Subordinate Lien](#) Reserve Fund Warrant shall bear interest at the following rates:

(1) for the period beginning on the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant and ending twenty-four months after such Subordinate Lien Reserve Fund Warrant Issue Date, ~~7.35%~~ per annum; and

(2) beginning on and including the first ~~dated~~ day of the twenty-fifth month following the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant, ~~%~~ 8.35% per annum;

provided that, if the Issuer and JPMorgan Chase Bank are unable to jointly obtain, at their reasonable shared cost, an Approving Tax Opinion or Favorable Ruling within six months of the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant, then the rate of interest applicable to such Subordinate Lien Reserve Fund Warrant shall increase to ~~7.35%~~ 11.31% per annum beginning on the first day of the seventh month following the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant. ~~[This is (g)(1) divided by .65]~~. The Issuer shall provide the Trustee with a copy of any Approving Tax Opinion or Favorable Ruling upon receipt, and absent actual receipt of such Approving Tax Opinion or Favorable Ruling, the Trustee shall conclusively assume that such document has not been obtained.

(h) **Interest Payment Dates.** Interest on the Subordinate Lien Reserve Fund Warrants shall be payable in arrears on (i) January 1, April 1, July 1 and October 1 in each year, beginning on the first applicable date following issuance of a Subordinate Lien Reserve Fund Warrant, and (ii) the Maturity Date.

(i) **Principal Payment Dates.** Principal on the Subordinate Lien Reserve Fund Warrants shall be payable as follows:

(1) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is on or before January 1, 2022, the principal of such Subordinate Lien Reserve Fund Warrant shall be payable in forty equal quarterly installments commencing on January 1, 2024 and quarterly thereafter on each April 1, July 1, October 1 and January 1 until paid in full;

(2) if the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is after January 1, 2022, but on or before April 1, 2042, the principal of such Subordinate Lien Reserve Fund Warrant shall be payable in forty equal quarterly installments commencing on the first January 1, April 1, July 1 or October 1 occurring at least 24 months following the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant, and quarterly thereafter on each January 1, April 1, July 1 or October 1 until paid in full; or

(3) If the Subordinate Lien Reserve Fund Warrant Issue Date of a Subordinate Lien Reserve Fund Warrant is after April 1, 2042, the principal of such Subordinate Lien Reserve Fund Warrant shall be amortized on the basis of forty equal quarterly installments and shall be payable according to such amortization commencing on the first January 1, April 1, July 1 or October 1 occurring at least 24 months following the Subordinate Lien Reserve Fund Warrant Issue Date of such Subordinate Lien Reserve Fund Warrant, and quarterly thereafter on each January 1, April 1, July 1 or October 1 until March 1, 2054; provided that all unpaid principal of any Subordinate Lien Reserve Fund Warrant shall be payable in full on March 1, 2054.

(j) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Trustee shall pay principal and interest to DTC, and such payments shall be distributed by DTC to Holders in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the principal or interest due on any Reserve Fund Warrant Payment Date for the Subordinate Lien Reserve Fund Warrants shall be payable to Holders as of the Regular Record Date or any Special Record Date for such Reserve Fund Warrant Payment Date.

(k) **Computation of Interest Accrual.** The Subordinate Lien Reserve Fund Warrants shall bear interest from their Subordinate Lien Reserve Fund Warrant Issue Date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Article. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(l) **Interest on Overdue Payments.** Interest shall be payable on overdue principal of the Subordinate Lien Reserve Fund Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Subordinate Lien Reserve Fund Warrants at the Post-Default Rate.

(m) **Execution and Authentication.** Physical certificates evidencing the Subordinate Lien Reserve Fund Warrants shall be executed on behalf of the Issuer by the President of the Commission under its official seal reproduced or impressed thereon and attested by its Minute Clerk and shall be registered as claims against the Issuer (payable solely from the sources specified herein) by the Treasurer of the Issuer. The signature of either of these officers on the Subordinate Lien Reserve Fund Warrants may be manual or, to the extent permitted by law, facsimile. Subordinate Lien Reserve Fund Warrants bearing the manual or facsimile signatures of individuals who, at the time of issuance or later, were the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Subordinate Lien Reserve Fund Warrants. No Subordinate Lien Reserve Fund Warrant shall be secured by, or be entitled to any lien, right or benefit under, the Indenture or be valid or obligatory for any purpose, unless there is attached to such Subordinate Lien Reserve Fund Warrant a Subordinate Lien Certificate of Issuance in the form provided in *Exhibit 4.2(b)* which shall contain a certificate of authentication substantially in the form provided for therein, executed by the Trustee by manual signature, and such certificate attached to any Subordinate Lien Reserve

Fund Warrant shall be conclusive evidence, and the only evidence, that such Subordinate Lien Reserve Fund Warrant has been duly issued, authenticated and delivered hereunder.

(n) **Currency for Payment.** Payment of Debt Service on the Subordinate Lien Reserve Fund Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

ARTICLE 5

Repurchases and Tenders

SECTION 5.1 No Optional Tender Rights for Holders

The Holders of the Reserve Fund Warrants will not have the right or the obligation to tender Reserve Fund Warrants for purchase by the Issuer.

ARTICLE 6

Redemption of Reserve Fund Warrants

SECTION 6.1 Redemption Provisions

The Reserve Fund Warrants shall be subject to redemption at the option and direction of the Issuer in whole or in part on any Business Day at a redemption price equal to par (100% of the principal amount of such Reserve Fund Warrant redeemed) plus accrued interest thereon to the date of redemption.

SECTION 6.2 Election to Redeem

The election of the Issuer to exercise any right of optional redemption of the Reserve Fund Warrants shall be authorized by a certificate of an Authorized Issuer Representative at least three Business Days prior to the date when notice of the redemption must be given to Holders (unless a shorter notice is acceptable to the Trustee), which certificate shall be in the form provided in *Exhibit 6.2* and shall specify (i) the principal amount of Reserve Fund Warrants to be redeemed (if less than all Reserve Fund Warrants Outstanding are to be redeemed pursuant to such option), (ii) the issue date and Tenor of Reserve Fund Warrants to be redeemed, (iii) the redemption date, and (iv) any conditions to such redemption specified in accordance with the provisions of *Section 6.4(d)*. If the Issuer intends to utilize funds in the Series 2013 Senior Lien Reserve Fund to redeem Senior Lien Reserve Fund Warrants, the Issuer shall deliver to the Trustee a certificate described in *Section 9.6(g)* of the Original Indenture. If the Issuer intends to utilize funds in the Series 2013 Subordinate Lien Reserve Fund to redeem Subordinate Lien Reserve Fund Warrants, the Issuer shall deliver to the Trustee a certificate described in *Section 9.7(g)* of the Original Indenture.

SECTION 6.3 Selection by Trustee of Reserve Fund Warrants to be Redeemed

(a) Except as otherwise provided in the specific redemption provisions for the Reserve Fund Warrants, if less than all Reserve Fund Warrants Outstanding are to be redeemed, the principal amount of Reserve Fund Warrants of each Tenor to be redeemed may be specified by the Issuer by notice delivered to the Trustee pursuant to *Section 6.2*, or, in the absence of timely receipt by the Trustee of such notice, shall be determined in accordance with the Book Entry System or, if the Book Entry System is no longer in effect, by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount of Reserve Fund Warrants of each Tenor to be redeemed may not be larger than the principal amount of Reserve Fund Warrants of such Tenor then eligible for redemption and may not be smaller than the smallest Authorized Denomination.

(b) The Trustee shall promptly notify the Issuer of the Reserve Fund Warrants selected for redemption and, in the case of any Reserve Fund Warrant selected for partial redemption, the principal amount thereof to be redeemed.

(c) For all purposes of the Indenture, unless the context otherwise requires, all provisions relating to the redemption of Reserve Fund Warrants shall relate, in the case of any Reserve Fund Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Reserve Fund Warrant which has been or is to be redeemed.

SECTION 6.4 Notice of Redemption

(a) Notice of redemption shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of DTC. If the Book Entry System is not in effect, notice of redemption shall be given to Holders by certified mail.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price (which shall be par),

(3) the principal amount of Reserve Fund Warrants to be redeemed, and, if less than all Outstanding Reserve Fund Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Reserve Fund Warrants to be redeemed,

(4) that on the redemption date the redemption price of each of the Reserve Fund Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and

(5) any conditions to such redemption specified in accordance with the provisions of *Section 6.4(d)*.

(c) Notice of optional redemption shall be given by the Trustee on behalf of the Issuer unless the Issuer elects to give such notice itself. If the Issuer gives notice of optional redemption, it shall deliver a copy of such notice to the Trustee on the following Business Day.

(d) A notice of optional redemption may state that the redemption of Reserve Fund Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Reserve Fund Warrants (or portions thereof) identified in such notice, and any Reserve Fund Warrants surrendered on the specified redemption date shall be returned to the Holders of such Reserve Fund Warrants.

SECTION 6.5 Deposit of Redemption Price

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Reserve Fund Warrants which are to be redeemed on that date shall be deposited with the Trustee or transferred from the Series 2013 Senior Lien Reserve Fund with respect to Senior Lien Reserve Fund Warrants or Series 2013 Subordinate Lien Reserve Fund with respect to Subordinate Lien Reserve Fund Warrants, as permitted by the Original Indenture, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

SECTION 6.6 Reserve Fund Warrants Payable on Redemption Date

If notice of redemption is given and any conditions to such redemption specified pursuant to *Section 6.4(d)* are met, the Reserve Fund Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Reserve Fund Warrants shall cease to bear interest.

SECTION 6.7 Reserve Fund Warrants Redeemed in Part

(a) If the Book Entry System is in effect, partial redemption of any Reserve Fund Warrant shall be effected in accordance with the Book Entry System.

(b) If the Book Entry System has been terminated, any Reserve Fund Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Reserve Fund Warrant, without service charge, a new Reserve Fund Warrant or Reserve Fund Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Reserve Fund Warrant surrendered.

SECTION 6.8 Purchase of Reserve Fund Warrants in Lieu of Redemption

The Issuer shall have the option to purchase Reserve Fund Warrants in lieu of optional redemption either directly or through a nominee designated by the Issuer. If a Reserve Fund Warrant has been called for optional redemption, the Issuer may exercise its right of purchase by delivery to the Trustee on or prior to the Business Day preceding the optional redemption date of written notice from the Issuer specifying that the Reserve Fund Warrants shall not be redeemed, but instead shall be purchased pursuant to this Section. If the Issuer desires to effect its right of purchase through a nominee, the written notice shall specify the Issuer's nominee and that the nominee is acting on behalf of the Issuer. Upon delivery of such notice from the Issuer, the Reserve Fund Warrants shall not be redeemed, but shall instead be subject to mandatory tender on the date that would have been the optional redemption date at a purchase price equal to the redemption price that would have been payable with respect to such Reserve Fund Warrants. The Issuer's option to purchase pursuant to this Section shall be effective whether or not the notice of optional redemption sent to Reserve Fund Warrantholders indicates that the Issuer has exercised, or intends to exercise, such option. No further or additional notice to Reserve Fund Warrantholders shall be required in connection with the purchase in lieu of redemption. The Reserve Fund Warrants purchased pursuant to this Section shall be delivered to the Trustee for cancellation.

ARTICLE 7

Additional Indenture Funds

SECTION 7.1 Senior Lien Reserve Fund Warrant Debt Service Fund

(a) There is hereby established a special trust fund which shall be designated the "Senior Lien Reserve Fund Warrant Debt Service Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Senior Lien Reserve Fund Warrant Debt Service Fund. The Senior Lien Reserve Fund Warrant Debt Service Fund shall be part of the Senior Lien Reserve Fund Warrant Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Senior Lien Reserve Fund Warrants. The Senior Lien Reserve Fund Warrant Debt Service Fund shall constitute a Senior Lien Debt Service Fund under the Indenture.

(b) Deposits shall be made to the Senior Lien Reserve Fund Warrant Debt Service Fund as follows:

(1) On or before the twenty-fifth day of each month, the Trustee shall deposit in the Senior Lien Reserve Fund Warrant Debt Service Fund an amount equal to ~~1/63~~ of the interest payable on the Senior Lien Reserve Fund Warrants on the next Interest Payment Date; provided, however, that if the period from the date of issuance of any Senior Lien Reserve Fund Warrant until the first Interest Payment Date is more or less than ~~six~~three months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of interest on the first Interest Payment Date.

(2) On or before the twenty-fifth day of each month, if principal of Senior Lien Reserve Fund Warrants is payable within the next three months, the Trustee shall deposit in the Senior Lien Reserve Fund Warrant Debt Service Fund an amount equal to 1/3 of such principal amount; provided, however, that if the period from the date of issuance of any Senior Lien Reserve Fund Warrant until such

principal is payable is less than three months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of principal on such first principal payment date.

The Trustee may claim a credit against such deposits for the amount of investment earnings realized in, or transferred to, the Senior Lien Reserve Fund Warrant Debt Service Fund that have not been credited against prior deposits.

(c) On each Reserve Fund Warrant Payment Date, money in the Senior Lien Reserve Fund Warrant Debt Service Fund shall be applied by the Trustee to pay Debt Service due on the Senior Lien Reserve Fund Warrants.

(d) If money on deposit in the Senior Lien Reserve Fund Warrant Debt Service Fund on any Reserve Fund Warrant Payment Date is sufficient to pay Debt Service on the Senior Lien Reserve Fund Warrants due and payable on such date, but the Holder of any Senior Lien Reserve Fund Warrant that matures on such date or that is subject to redemption on such date fails to surrender such Senior Lien Reserve Fund Warrant to the Trustee for payment of Debt Service due and payable on such date, the Trustee shall segregate and hold in trust for the benefit of the person entitled thereto money sufficient to pay the Debt Service due and payable on such Senior Lien Reserve Fund Warrant on such date. Money so segregated and held in trust shall not be a part of the Senior Lien Reserve Fund Warrant Trust Estate and shall not be invested, but shall constitute a separate trust fund for the benefit of the persons entitled to such Debt Service.

SECTION 7.2 Subordinate Lien Reserve Fund Warrant Debt Service Fund

(a) There is hereby established a special trust fund which shall be designated the "Subordinate Lien Reserve Fund Warrant Debt Service Fund". The Trustee shall be the depository, custodian and sole disbursing agent for the Subordinate Lien Reserve Fund Warrant Debt Service Fund. The Subordinate Lien Reserve Fund Warrant Debt Service Fund shall be part of the Subordinate Lien Reserve Fund Warrant Trust Estate and shall be held by the Trustee for the sole benefit of the Holders of the Subordinate Lien Reserve Fund Warrants. The Subordinate Lien Reserve Fund Warrant Debt Service Fund shall constitute a Subordinate Lien Debt Service Fund under the Indenture.

(b) Deposits shall be made to the Subordinate Lien Reserve Fund Warrant Debt Service Fund as follows:

(1) On or before the twenty-fifth day of each month, the Trustee shall deposit in the Subordinate Lien Reserve Fund Warrant Debt Service Fund an amount equal to $1/63$ of the interest payable on the Subordinate Lien Reserve Fund Warrants on the next Interest Payment Date; provided, however, that if the period from the date of issuance of any Subordinate Lien Reserve Fund Warrant until the first Interest Payment Date is more or less than ~~six~~three months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of interest on the first Interest Payment Date.

(2) On or before the twenty-fifth day of each month, if principal of Subordinate Lien Reserve Fund Warrants is payable within the next three months, the Trustee shall deposit in the Subordinate Lien Reserve Fund Warrant Debt Service Fund an amount equal to $1/3$ of such principal amount; provided, however, that if the period from the date of issuance of any Subordinate Lien Reserve Fund Warrant until such principal is payable is less than three months, such transfers during such initial period shall be sufficient on a monthly pro rata basis to provide for payment of principal on such first principal payment date.

The Trustee may claim a credit against such deposits for the amount of investment earnings realized in, or transferred to, the Subordinate Lien Reserve Fund Warrant Debt Service Fund that have not been credited against prior deposits.

(c) On each Reserve Fund Warrant Payment Date, money in the Subordinate Lien Reserve Fund Warrant Debt Service Fund shall be applied by the Trustee to pay Debt Service due on the Subordinate Lien Reserve Fund Warrants.

(d) If money on deposit in the Subordinate Lien Reserve Fund Warrant Debt Service Fund on any Reserve Fund Warrant Payment Date is sufficient to pay Debt Service on the Subordinate Lien Reserve Fund Warrants due and payable on such date, but the Holder of any Subordinate Lien Reserve Fund Warrant that matures on such date or that is subject to redemption on such date fails to surrender such Subordinate Lien Reserve Fund Warrant to the Trustee for payment of Debt Service due and payable on such date, the Trustee shall segregate and hold in trust for the benefit of the person entitled thereto money sufficient to pay the Debt Service due and payable on such Subordinate Lien Reserve Fund Warrant on such date. Money so segregated and held in trust shall not be a part of the Subordinate Lien Reserve Fund Warrant Trust Estate and shall not be invested, but shall constitute a separate trust fund for the benefit of the persons entitled to such Debt Service.

ARTICLE 8

Amendments of First Supplemental Indenture

SECTION 8.1 Rights of JPMorgan Chase Bank

In addition to any requirements of *Article 13* of the Original Indenture relating to whether the Issuer and the Trustee are required to obtain Holder consent of any amendment, the Issuer shall not amend or otherwise modify any of *Articles 1, 2, 3 or 9, Sections 8.2(a)(2), 10.9 or 12.8* of the Original Indenture or any provision of this First Supplemental Indenture in a way that could reasonably be expected to materially adversely affect the rights, duties or obligations of JPMorgan Chase Bank under or with respect to the Reserve Fund Warrants, the Series 2013 Senior Lien Reserve Fund Letter of Credit, the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, the Series 2013 Senior Collateral Agreement or the Series 2013 Subordinate Collateral Agreement without the prior written consent of JPMorgan Chase Bank. For the avoidance of doubt, issuance of additional Secured Obligations in compliance with the provisions of *Article 8* of the Original Indenture (and the addition of any definitions to *Article I of the Original Indenture* necessitated thereby) shall not be deemed to materially adversely affect the rights, duties or obligations of JPMorgan Chase Bank within the meaning of this Section.

ARTICLE 9

Provisions of General Application

SECTION 9.1 Governing Law

The Indenture, as previously supplemented and amended and as supplemented and amended hereby, shall be governed by the laws of the State of Alabama.

SECTION 9.2 CUSIP Numbers

The Issuer shall provide CUSIP numbers in sufficient quantity at its cost to provide for the issuance of Reserve Fund Warrants under the terms of this First Supplemental Indenture. The Trustee shall utilize CUSIP numbers for Reserve Fund Warrants in the order provided by the Issuer.

SECTION 9.3 Severability

If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.4 Construction of First Supplemental Indenture

No provisions of this First Supplemental Indenture shall be construed to limit or restrict, either expressly or impliedly, the obligations of the Issuer contained in the Indenture or the powers of the trustee thereunder, nor shall the provisions of this First Supplemental Indenture be construed in any manner inconsistent with the provisions of

the Indenture or in any manner that would adversely affect the interest of the Holders of any Outstanding Secured Obligations.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this instrument to be duly executed by their duly authorized officers.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee**

By: _____

Title: _____

This instrument was prepared by:

J. Foster Clark
J. Hobson Presley, Jr.
J. Thomas Longino
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203-4642
(205) 251-8100

STATE OF ALABAMA

JEFFERSON COUNTY

I, _____, a Notary Public in and for said County in said State, do hereby certify that _____, whose name as President, Jefferson County Commission, of JEFFERSON COUNTY, ALABAMA, a political subdivision 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand this the _____ day of December, 2013.

Notary Public

NOTARIAL SEAL

My commission expires:_____

STATE OF _____

_____ COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as trustee, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this the _____ day of December, 2013.

Notary Public

NOTARIAL SEAL

My commission expires:_____

EXHIBIT 4.1(b)

Senior Lien Reserve Fund Warrant Certificate of Issuance

As authorized and directed by the Issuer in *Section 4.1(b)* of the First Supplemental Trust Indenture between Jefferson County, Alabama (the “Issuer”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”), the Trustee hereby issues and delivers Senior Lien Reserve Fund Warrants of the following Tenor:

Number:

Senior Lien Reserve Fund Warrant Issue Date:

Maturity Date:

Principal Amount:

CUSIP:

The Trustee certifies to the Issuer that (A) this Certificate of Issuance is delivered ~~contemporaneously with a draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit in an equivalent amount to the principal amount referenced above~~ in compliance with *Section 4.1(b)* of the First Supplemental Trust Indenture, and (B) if JPMorgan Chase Bank fails to honor the draw on the Series 2013 Senior Lien Reserve Fund Letter of Credit, this Senior Lien Reserve Fund Warrant Certificate of Issuance shall be revoked, canceled on the records of the Book Entry System, and no payment obligation shall arise hereunder.

Therefore, this Senior Lien Reserve Fund Warrant Certificate of Issuance is hereby authenticated, as follows:

Certificate of Authentication

This is one of the Senior Lien Reserve Fund Warrants referred to in the First Supplemental Indenture. The Senior Lien Reserve Fund Warrants have been issued as Senior Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

EXHIBIT 4.1(c)

Transfer Restriction Certificate of JPMorgan Chase Bank

To: Wells Fargo Bank, National Association, as trustee under the Indenture hereinafter referred to (the "Trustee"), and
Jefferson County, Alabama (the "Issuer")

TRANSFER RESTRICTION CERTIFICATE

JPMorgan Chase Bank, National Association ("JPMorgan Chase Bank"), a national banking association and provider of the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, as such terms are defined in that certain Trust Indenture dated December 1, 2013 between the Issuer and the Trustee (the "Original Indenture"), as supplemented by a First Supplemental Trust Indenture dated December 1, 2013 between the Issuer and the Trustee (the "First Supplemental Indenture" and, together with the Original Indenture, the "Indenture") hereby certifies as follows:

1. This Transfer Restriction Certificate is being provided to the Trustee and the Issuer under the requirements of *Sections 4.1(c)* and *4.2(c)* of the First Supplemental Indenture.

2. JPMorgan Chase Bank has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of owning the Reserve Fund Warrants.

3. Any Reserve Fund Warrant delivered to JPMorgan Chase Bank pursuant to the First Supplemental Indenture will be held for its own account and not with a present view toward resale or distribution; provided, however, that JPMorgan Chase Bank reserves the right to sell, transfer or redistribute the Reserve Fund Warrants, and agrees that any such sale, transfer or distribution by JPMorgan Chase Bank shall be to an entity that certifies in writing that (i) it is (a) an "accredited investor" within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "1933 Act"); or (b) a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act; or (c) a "national bank" organized under the laws of the United States of America, and, in each case, (ii) it is able to bear the economic risks of acquiring the Reserve Fund Warrants.

4. JPMorgan Chase Bank is a "national bank" organized under the laws of the United States of America and is able to bear the economic risks of owning the Reserve Fund Warrants.

5. JPMorgan Chase Bank understands that no official statement, prospectus, offering circular, or other comprehensive offering statement has been provided with respect to the Reserve Fund Warrants. JPMorgan Chase Bank has made its own inquiry and analysis with respect to the Issuer, the Reserve Fund Warrants and the security provided for repayment of the Reserve Fund Warrants under the provisions of the Indenture.

6. JPMorgan Chase Bank understands that the Reserve Fund Warrants (a) are not registered under the 1933 Act and may not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) are not listed on any stock or other securities exchange, and (c) have not been rated by any credit rating agency.

7. The Trustee is authorized and directed to deliver Reserve Fund Warrants, if any are issued, in accordance with the following instructions:

[DTC delivery instructions/physical delivery instructions].

This certificate shall be valid for so long as it is on file at the Office of the Trustee.

Dated: _____, 2013.

JPMORGAN CHASE BANK, NATIONAL

ASSOCIATION

By _____
Authorized Signatory

EXHIBIT 4.1(e)

Form of Senior Lien Reserve Fund Warrants

ANY SALE, TRANSFER OR DISTRIBUTION OF THIS WARRANT SHALL BE TO AN ENTITY THAT CERTIFIES IN WRITING THAT (I) IT IS (A) AN “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(A) PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”); OR (B) A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A PROMULGATED UNDER THE 1933 ACT; OR (C) A "NATIONAL BANK" ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND, IN EACH CASE, (II) IT IS ABLE TO BEAR THE ECONOMIC RISKS OF ACQUIRING THIS WARRANT.

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Senior Lien Reserve Fund Reimbursement Warrant

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the “Issuer”, which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) a maximum principal amount Outstanding at any one time of up to

_____ DOLLARS

in accordance with each Certificate of Issuance attached hereto and to pay interest hereon from the ~~date of initial delivery of each warrant~~ applicable Senior Lien Reserve Fund Warrant Issue Date, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the applicable interest rate specified herein; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the “Original Indenture”), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the “Trustee”, which term includes any successor trustee under the Indenture), as supplemented by a First Supplemental Trust Indenture dated December 1, 2013 (the “First Supplemental Indenture” and, together with the Original Indenture, the “Indenture”). This warrant is part of a series of warrants issued by the Issuer under the Indenture in a maximum principal amount Outstanding at any one time of up to ~~[\$Amount]~~ \$60,000,288 and designated “Senior Lien Reserve Fund Reimbursement Warrants” (the “Senior Lien Reserve Fund Warrants”). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Senior Lien Reserve Fund Warrant Trust Estate (together, the “Trust Estate”). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Senior Lien Reserve Fund Warrants are being issued as Senior Lien Obligations. The Indenture permits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Senior Lien Reserve Fund Warrants, upon compliance with certain provisions of the Indenture. Subordinate Lien Reserve Fund Warrants may also be issued simultaneously with the issuance of the Senior Lien Reserve Fund Warrants, if any are issued, and the Indenture permits the issuance of additional Subordinate Lien Obligations, upon compliance with certain provisions of the Indenture.

Payment of the Senior Lien Reserve Fund Warrants is further secured by the Senior Lien Reserve Fund Warrant Trust Estate, which includes the Senior Lien Reserve Fund Warrant Debt Service Fund described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Senior Lien Reserve Fund Warrants.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Senior Lien Reserve Fund Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Senior Lien Reserve Fund Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Senior Lien Reserve Fund Warrants.

Applicable Interest Rate

This warrant shall bear interest at the following rates:

[insert specific interest rate provisions from Section 4.1(g)]

Computation of Interest Accrual

Interest on Senior Lien Reserve Fund Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates

Interest on this warrant shall be payable in arrears on (i) January 1, April 1, July 1 and October 1 in each year, beginning on the first applicable date following issuance of this warrant, and (ii) the Maturity Date.

Principal Payment Dates

Principal on this warrant shall be payable on the following dates:

[insert from Section 4.1(i) of the First Supplemental Indenture]

Regular Record Date for Debt Service Payments

If the Book Entry System is in effect, the Trustee shall pay principal and interest on this warrant to DTC, and such principal and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the principal and interest due on any Reserve Fund Warrant Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Reserve Fund Warrant Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the First Supplemental Indenture.

Authorized Denominations

Senior Lien Reserve Fund Warrants may be in denominations of \$100,000 or any amount in excess thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Senior Lien Reserve Fund Warrants shall be subject to redemption at the option and direction of the Issuer in whole or in part on any Business Day at a redemption price equal to par (100% of the principal amount of such Senior Lien Reserve Fund Warrant redeemed) plus accrued interest thereon to the date of redemption.

If less than all Senior Lien Reserve Fund Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Senior Lien Reserve Fund Warrants to be redeemed.

Notice of redemption of any Senior Lien Reserve Fund Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Senior Lien Reserve Fund Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Senior Lien Reserve Fund Warrants (or portions thereof) identified in such notice, and any Senior Lien Reserve Fund Warrants

surrendered on the specified redemption date shall be returned to the Holders of such Senior Lien Reserve Fund Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Senior Lien Reserve Fund Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Senior Lien Reserve Fund Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Senior Lien Reserve Fund Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Senior Lien Reserve Fund Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System is not in effect, any Senior Lien Reserve Fund Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Senior Lien Reserve Fund Warrant, without service charge, a new Senior Lien Reserve Fund Warrant or Senior Lien Reserve Fund Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Senior Lien Reserve Fund Warrant surrendered.

The Indenture permits the Issuer to purchase Senior Lien Reserve Fund Warrants that have been called for optional redemption in lieu of retiring such Senior Lien Reserve Fund Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Senior Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Senior Lien Reserve Fund Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Senior Lien Reserve Fund Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Senior Lien Reserve Fund Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of

the Senior Lien Reserve Fund Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Senior Lien Reserve Fund Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

NOTWITHSTANDING ANY PROVISION OF THIS WARRANT TO THE CONTRARY, UNLESS ONE OR MORE SENIOR LIEN CERTIFICATES OF ISSUANCE HAS BEEN EXECUTED BY THE TRUSTEE BY MANUAL SIGNATURE AND ATTACHED HERETO, THIS WARRANT SHALL NOT BE ENTITLED TO ANY BENEFIT UNDER THE INDENTURE OR BE VALID OR OBLIGATORY FOR ANY PURPOSE.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

* * *

Senior Lien Reserve Fund Warrant Certificates of Issuance appear on the following pages.

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 4.2(b)

Subordinate Lien Reserve Fund Warrant Certificate of Issuance

As authorized and directed by the Issuer in *Section 4.2(b)* of the First Supplemental Trust Indenture between Jefferson County, Alabama (the “Issuer”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”), the Trustee hereby issues and delivers Subordinate Lien Reserve Fund Warrants of the following Tenor:

Number:

Subordinate Lien Reserve Fund Warrant Issue Date:

Maturity Date:

Principal Amount:

CUSIP:

The Trustee certifies to the Issuer that (A) this Certificate of Issuance is delivered ~~contemporaneously with a draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit in an equivalent amount to the principal amount referenced above~~ in compliance with *Section 4.2(b)* of the First Supplemental Trust Indenture, and (B) if JPMorgan Chase Bank fails to honor the draw on the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, this Subordinate Lien Reserve Fund Warrant Certificate of Issuance shall be revoked, canceled on records of the Book Entry System, and no payment obligation shall arise hereunder.

Therefore, this Subordinate Lien Reserve Fund Warrant Certificate of Issuance is hereby authenticated, as follows:

Certificate of Authentication

This is one of the Subordinate Lien Reserve Fund Warrants referred to in the First Supplemental Indenture. The Subordinate Lien Reserve Fund Warrants have been issued as Subordinate Lien Obligations under the terms of the Indenture.

Date of authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

EXHIBIT 4.2(e)

Form of Subordinate Lien Reserve Fund Warrants

ANY SALE, TRANSFER OR DISTRIBUTION OF THIS WARRANT SHALL BE TO AN ENTITY THAT CERTIFIES IN WRITING THAT (I) IT IS (A) AN “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(A) PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”); OR (B) A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A PROMULGATED UNDER THE 1933 ACT; OR (C) A "NATIONAL BANK" ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND, IN EACH CASE, (II) IT IS ABLE TO BEAR THE ECONOMIC RISKS OF ACQUIRING THIS WARRANT.

VALIDATED AND CONFIRMED BY JUDGMENT AND CONFIRMATION ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA, ENTERED ON THE ___ DAY OF _____, 2013.

Jefferson County, Alabama

Subordinate Lien Reserve Fund Reimbursement Warrant

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the “Issuer”, which term includes any successor under the Indenture hereinafter referred to), for value received, hereby acknowledges itself indebted to

CEDE & CO.,

or registered assigns, and directs the Trustee (as hereinafter defined) to pay (but solely from the sources hereinafter identified) a maximum principal amount Outstanding at any one time of up to

_____ DOLLARS

in accordance with each Certificate of Issuance attached hereto and to pay interest hereon from the ~~date of initial delivery of each warrant~~applicable Subordinate Lien Reserve Fund Warrant Issue Date, or the most recent date to which interest has been paid or duly provided for at the applicable interest rate specified herein; provided, however, that all such payments shall be limited obligations of the Issuer payable solely from the sources hereinafter identified.

Authorizing Document

This warrant is issued pursuant to a Trust Indenture dated December 1, 2013 (the “Original Indenture”), between the Issuer and Wells Fargo Bank, National Association, a national banking association, as trustee (the “Trustee”, which term includes any successor trustee under the Indenture), as supplemented by a First Supplemental Trust Indenture dated December 1, 2013 (the “First Supplemental Indenture” and, together with the Original Indenture, the “Indenture”). This warrant is part of a series of warrants issued by the Issuer under the Indenture in a maximum principal amount Outstanding at any one time of up to ~~[\$Amount]~~\$118,548,363 and designated “Subordinate Lien Reserve Fund Reimbursement Warrants” (the “Subordinate Lien Reserve Fund Warrants”). Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. The provisions of the Indenture are hereby incorporated by reference as if fully set forth in this warrant.

Limited Obligations

This warrant and all other payment obligations under the Indenture are limited obligations of the Issuer payable solely out of the General Trust Estate and the Subordinate Lien Reserve Fund Warrant Trust Estate (together, the "Trust Estate"). The indebtedness acknowledged by this warrant shall not constitute or give rise to an indebtedness or liability of, and shall not constitute a charge against, the general credit or taxing powers of the Issuer or of the State of Alabama.

Security for Payment

The Indenture provides for the issuance of Secured Obligations from time to time in one or more series. Secured Obligations are issuable in two classes: (i) Senior Lien Obligations, which have a first priority lien with respect to right of payment from the General Trust Estate, and (ii) Subordinate Lien Obligations, which have a second priority lien with respect to right of payment from the General Trust Estate. The Subordinate Lien Reserve Fund Warrants are being issued as Subordinate Lien Obligations. The Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Subordinate Lien Reserve Fund Warrants, upon compliance with certain provisions of the Indenture. Senior Lien Reserve Fund Warrants may also be issued simultaneously with the issuance of the Subordinate Lien Reserve Fund Warrants, if any are issued, and the Indenture permits the issuance of additional Senior Lien Obligations without the consent of Holders of Subordinate Lien Reserve Fund Warrants, upon compliance with certain provisions of the Indenture.

Payment of the Subordinate Lien Reserve Fund Warrants is further secured by the Subordinate Lien Reserve Fund Warrant Trust Estate, which includes the Subordinate Lien Reserve Fund Warrant Debt Service Fund described in the Indenture, and which is held by the Trustee for the sole benefit of Holders of the Subordinate Lien Reserve Fund Warrants.

Secured Obligation Documents

Copies of the Secured Obligation Documents are on file at the Office of the Trustee, and reference is hereby made to such instruments for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of this warrant and the Financing Participants, and the terms upon which the Subordinate Lien Reserve Fund Warrants are, and are to be, authenticated and delivered.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Subordinate Lien Reserve Fund Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Indenture. If the Book Entry System is terminated, the Indenture provides alternate provisions for the ownership, transfer, registration, exchange and payment of Subordinate Lien Reserve Fund Warrants.

Applicable Interest Rate

This warrant shall bear interest at the following rates:

[insert specific interest rate provisions from Section 4.2(g)]

Computation of Interest Accrual

Interest on Subordinate Lien Reserve Fund Warrants shall be computed on the basis of a 360-day year with 12 months of 30 days each.

Interest Payment Dates

Interest on this warrant shall be payable in arrears on (i) January 1, April 1, July 1 and October 1 in each year, beginning on the first applicable date following issuance of this warrant, and (ii) the Maturity Date.

Principal Payment Dates

Principal on this warrant shall be payable on the following dates:

[insert from Section 4.2(i) of the First Supplemental Indenture]

Regular Record Date for Debt Service Payments

If the Book Entry System is in effect, the Trustee shall pay principal and interest on this warrant to DTC, and such principal and interest shall be distributed to the Holder of this warrant in accordance with the rules and operational arrangements of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date with respect to this warrant shall be payable to the Holder of this warrant on the Regular Record Date for such Interest Payment Date.

Special Record Date for Defaulted Interest

Any Defaulted Interest shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed as provided in the Indenture.

Interest on Overdue Payments

Interest shall be payable on overdue principal on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the First Supplemental Indenture.

Authorized Denominations

Subordinate Lien Reserve Fund Warrants may be in denominations of \$100,000 or any amount in excess thereof.

Currency of Payment

Payment of Debt Service on this warrant shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Redemption Prior to Maturity

The Subordinate Lien Reserve Fund Warrants shall be subject to redemption at the option and direction of the Issuer in whole or in part on any Business Day at a redemption price equal to par (100% of the principal amount of such Subordinate Lien Reserve Fund Warrant redeemed) plus accrued interest thereon to the date of redemption.

If less than all Subordinate Lien Reserve Fund Warrants outstanding are being redeemed, the Indenture provides procedures for selection of Subordinate Lien Reserve Fund Warrants to be redeemed.

Notice of redemption of any Subordinate Lien Reserve Fund Warrant shall be given to the affected Holder not less than 20 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Holders through methods established by the rules and operational arrangements of the Book Entry System. If the Book Entry System is not in effect, notice shall be given to Holders by certified mail.

A notice of optional redemption may state that the redemption of Subordinate Lien Reserve Fund Warrants is contingent upon specified conditions, such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Subordinate

Lien Reserve Fund Warrants (or portions thereof) identified in such notice, and any Subordinate Lien Reserve Fund Warrants surrendered on the specified redemption date shall be returned to the Holders of such Subordinate Lien Reserve Fund Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Subordinate Lien Reserve Fund Warrants which are to be redeemed on that date shall be deposited with the Trustee, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

If notice of redemption is given and any conditions to such redemption are met, the Subordinate Lien Reserve Fund Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Subordinate Lien Reserve Fund Warrants shall cease to bear interest.

If the Book Entry System is in effect, partial redemption of any Subordinate Lien Reserve Fund Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System is not in effect, any Subordinate Lien Reserve Fund Warrant which is to be redeemed only in part shall be surrendered at the Office of the Trustee with all necessary endorsements for transfer, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Subordinate Lien Reserve Fund Warrant, without service charge, a new Subordinate Lien Reserve Fund Warrant or Subordinate Lien Reserve Fund Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Subordinate Lien Reserve Fund Warrant surrendered.

The Indenture permits the Issuer to purchase Subordinate Lien Reserve Fund Warrants that have been called for optional redemption in lieu of retiring such Subordinate Lien Reserve Fund Warrants on the redemption date. No notice to Holders is required in connection with a purchase in lieu of redemption.

Remedies

If an "Indenture Default", as defined in the Indenture, shall occur, the principal of all Secured Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this warrant shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specified in the Indenture.

Amendments and Waivers

The Indenture permits the amendment of the Secured Obligation Documents and waivers of past defaults under such Secured Obligation Documents and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Secured Obligations or a specified percentage of such Holders or a specified percentage of the Holders of the Subordinate Lien Obligations. Any such consent or waiver by the Holder of this warrant shall be conclusive and binding upon such Holder and upon all future Holders of this warrant and of any Subordinate Lien Reserve Fund Warrant issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this warrant.

Exoneration of Public Officials, Officers and Employees of the Issuer

No recourse under or upon any covenant or agreement of the Indenture, or of any Subordinate Lien Reserve Fund Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future public official, officer or employee of the Issuer, or of any successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the Subordinate Lien

Reserve Fund Warrants are solely corporate obligations, and that no personal or pecuniary liability whatever shall attach to, or is or shall be incurred by, any public official, officer or employee of the Issuer or any successor, or any of them, because of the issuance of the Subordinate Lien Reserve Fund Warrants, or under or by reason of the covenants or agreements contained in the Indenture or in any Subordinate Lien Reserve Fund Warrants or implied therefrom. The provisions of this paragraph are not intended to preclude the enforcement of remedies provided for in the Indenture against the Trust Estate secured by the Indenture.

* * *

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this warrant do exist, have happened and have been performed in due time, form and manner as required by law.

NOTWITHSTANDING ANY PROVISION OF THIS WARRANT TO THE CONTRARY, UNLESS ONE OR MORE SUBORDINATE LIEN CERTIFICATES OF ISSUANCE HAS BEEN EXECUTED BY THE TRUSTEE BY MANUAL SIGNATURE AND ATTACHED HERETO, THIS WARRANT SHALL NOT BE ENTITLED TO ANY BENEFIT UNDER THE INDENTURE OR BE VALID OR OBLIGATORY FOR ANY PURPOSE.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this warrant to be duly executed under its corporate seal.

Dated: Date of initial delivery of this warrant identified above.

JEFFERSON COUNTY, ALABAMA

By: _____
President, Jefferson County Commission

[SEAL]

Attest:

Minute Clerk

Registration Certificate

I hereby certify that this warrant has been duly registered by me as a claim against Jefferson County, Alabama, payable solely from the Trust Estate referred to herein.

Date of Registration: _____

Treasurer of Jefferson County, Alabama

* * *

Subordinate Lien Reserve Fund Warrant Certificates of Issuance appear on the following pages.

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto [Please insert name and taxpayer identification number] _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

*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).

EXHIBIT 6.2

Election to Redeem

To: WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee under the Indenture referred to below No.

RE: First Supplemental Trust Indenture dated [Date]December 1, 2013 (the "Indenture") between Jefferson County, Alabama and the Trustee

Capitalized terms not otherwise defined herein shall have the meanings assigned in the First Supplemental Indenture.

Request for Optional Redemption of Reserve Fund Warrants

Pursuant to Section 6.2 of the First Supplemental Indenture, the Issuer hereby requests the Trustee call Reserve Fund Warrants in accordance with the following instructions:

- A. Series of Reserve Fund Warrants to be redeemed: (select Senior or Subordinate)
B. Principal amount of Reserve Fund Warrants to be redeemed:
C. Issue date and Tenor of Reserve Fund Warrants to be redeemed:
D. Redemption Date applicable to this certificate:
E. Specify in reasonable detail any conditions to redemption:

Three horizontal lines for additional conditions to redemption.

F. Source of funds to be used for redemption:

If funds on deposit in either the Series 2013 Senior Lien Reserve Fund or the Series 2013 Subordinate Lien Reserve Fund are intended to be used, the certificate required by Section 9.6 or 9.7 of the Original Indenture, as applicable, shall accompany this notice.

The Issuer agrees to promptly provide such other information to the Trustee as may be required to carry out the optional redemption of Reserve Fund Warrants specified herein.

The Issuer hereby certifies that: (a) such payment is for a purpose permitted in Section 6.2 of the First Supplemental Indenture, (d) no Indenture Default exists, and (c) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement.

Dated: _____.

JEFFERSON COUNTY, ALABAMA

By: _____ Authorized Issuer Representative

Document comparison by Workshare Compare on Thursday, November 21, 2013 2:22:51 PM

Input:	
Document 1 ID	PowerDocs://BHAMLIB/1314221/8
Description	BHAMLIB-#1314221-v8-First_Supplemental_Trust_Indenture_-_JeffCo
Document 2 ID	PowerDocs://BHAMLIB/1314221/10
Description	BHAMLIB-#1314221-v10-First_Supplemental_Trust_Indenture_-_JeffCo
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	64
Deletions	70
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	134