

**THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS, SERIES 2015 A (TAX EXEMPT)**

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**THE CITY OF HUNTINGTON, WEST VIRGINIA**

AN ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING SEWER OF THE CITY OF HUNTINGTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$6,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2015 A (TAX EXEMPT); PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; AND ENACTING OTHER PROVISIONS WITH RESPECT TO SUCH BONDS.

**WHEREAS**, The City of Huntington (the “Issuer” or the “City”) presently owns and operates a public sewerage system, and has heretofore financed the acquisition and construction of the System and certain additions, betterments and improvements thereto through the issuance of several series of bonds or refunding bonds, of which there are presently outstanding the Prior Bonds, as hereinafter defined.

**WHEREAS**, all of the Prior Bonds were issued pursuant to ordinances of the Issuer previously enacted (such ordinances, as so amended and supplemented, collectively herein called the “Prior Ordinances”);

**WHEREAS**, under the provisions of Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the “Act”), the Issuer is authorized and empowered to acquire, construct and operate extensions, additions, betterments and improvements to the System and all necessary appurtenances (collectively, the “Project”) (the existing public sewer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the “System”) in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer;

**WHEREAS**, the Issuer has determined, and does hereby affirm, that the acquisition and construction of the Project, is necessary, appropriate, useful and desirable for the health, safety, and welfare of the inhabitants of the City and surrounding areas;

**WHEREAS**, the Issuer has determined that the aforementioned Project should be financed, as provided under the Act, in whole or in part, from the proceeds of revenue bonds to be issued by the Issuer, to pay all or any portion of the costs thereof, and to enact this Ordinance and issue its Sewer Revenue Bonds, Series 2015 A (Tax-Exempt) (the “Series 2015 A Bonds”), such Series 2015 A Bonds to be secured by and payable from the Net Revenues of the System, and containing such other terms and provisions as are hereinafter provided, all in the manner set forth herein;

**WHEREAS**, the Issuer has determined and hereby determines that it is in the best interest of the residents of the City that its Series 2015 A Bonds be sold to the Original Purchaser (as hereinafter defined) thereof pursuant to the terms and provisions of a bond purchase agreement, (the “Bond Purchase Agreement”) between the Issuer and the Original Purchaser, hereinafter defined.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF HUNTINGTON HEREBY ORDAINS:**

## **ARTICLE I**

### **DEFINITIONS, STATUTORY AUTHORITY AND FINDINGS**

Section 1.01. Definitions. All capitalized terms used in this Ordinance and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

“Act” means Chapter 16, Article 13 of the West Virginia Code of 1931, as amended and in effect on the Closing Date for the Series 2015 A Bonds.

“Authorized Newspaper” means a financial journal or newspaper of general circulation in the City of New York, New York, printed in the English language and customarily published on each business day of the Registrar, whether or not published on Saturdays, Sundays or legal holidays, and so long as so published, shall include The Bond Buyer.

“Authorized Officer” means the Mayor of the Issuer or any other officer of the Issuer specifically designated by resolution of the Council of the Issuer.

“Bond Commission” means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia which succeeds to the functions of the Bond Commission.

“Bond Counsel” means any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed by the Issuer, and shall initially mean Steptoe & Johnson PLLC, Charleston, West Virginia.

“Bondholder,” “Holder,” “Holder of the Bonds,” “Owner of the Bonds,” “Registered Owner,” or any similar term means any person who shall be the registered owner of any outstanding Bond.

“Bond Insurer” means any entity which shall insure all or any portion of the payment of principal of and interest on the Bonds, and with respect to the Series 2015 A Bonds shall initially mean the bond insurer or bond insurers, if any, named in the Supplemental Resolution.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the Issuer and the Original Purchaser relating to the sale and purchase of the Series 2015 A Bonds.

“Bond Register” means the books of the Issuer maintained by the Registrar for the registration and transfer of the Series 2015 A Bonds.

“Bond Year” means with respect to each series of the Series 2015 A Bonds the 12 month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year, except that the first Bond Year shall begin on the Closing Date.

“Bonds” means, collectively, the Series 2015 A Bonds, the Prior Bonds and any additional parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

“Business Day” means any day other than a Saturday, Sunday or a day on which national banking associations, West Virginia banking corporations or the New York Stock Exchange are authorized by law to remain closed.

“Certificate of Authentication and Registration” means the Certificate of Authentication and Registration on the Series 2015 A Bonds in substantially the form set forth in EXHIBIT A – FORM OF SERIES 2015 A BONDS hereto.

“City” or “Issuer” means The City of Huntington, a municipal corporation and political subdivision of the State of West Virginia, in Cabell County thereof, and, where appropriate, the Council, and any successor thereto.

"City Council" or "Council" means the City Council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the Council as presently constituted.

"City Manager" means the City Manager of the Issuer.

“Clerk” or “City Clerk” means the City Clerk of the Issuer.

“Closing Date” means the date upon which there is an exchange of the Bonds for the proceeds representing the original purchase price thereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder and such guidance with respect thereto as may be issued by the Internal Revenue Service or Department of the Treasury from time to time.

“Connection Fees” means the fees, if any, paid by customers of the System in order to connect thereto.

“Consulting Engineers” means Potesta & Associates, Inc., Charleston, West Virginia or any independent qualified engineer or engineers or firm or firms of engineers that shall at any time now or hereafter be retained by the Issuer as Consulting Engineers for the System, or portion thereof.

"Continuing Disclosure Agreement" means the agreement delivered by the Issuer to disseminate annual financial information and material event disclosures as required by Rule 15c2-12.

“Costs” or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto, including, without limitation those costs set forth in Section 1.03 hereof.

“Debt Service” with reference to a specified period, means the amount of principal, including any sinking fund payments, and interest payable with respect to the Bonds during such period.

“Depository Bank” means the bank or banks to be designated as such in the Supplemental Resolution, and any other bank or national banking association located in the State of West Virginia, eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC that may hereafter be appointed by the Issuer as Depository Bank.

“DTC” means The Depository Trust Company, New York, New York, or its successor thereof.

“DTC-eligible” means, with respect to the Series 2015 A Bonds, meeting the qualifications prescribed by DTC.

“Event of Default” means any occurrence or event specified in Section 7.01 hereof.

“FDIC” means the Federal Deposit Insurance Corporation or any successor to the functions of the FDIC.

“Fiscal Year” means each 12-month period beginning on July 1 and ending on the succeeding June 30.

“Governing Body” means the City Council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the City Council, as it may now or hereafter be constituted.

“Government Obligations” shall have the meaning set forth in the Supplemental Resolution.

“Gross Revenues” means the aggregate gross operating and non-operating revenues of the System and includes investment income, connection fees, disconnections fees, System use charges and fees, and all other items of income which have been established as reasonably anticipated annual income of the System, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts, and includes any proceeds from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments).

“Independent Certified Public Accountant” means the Office of the Auditor of the State of West Virginia or any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System or for any purpose except keeping the accounts of said System in the normal operations of its business and affairs.

“Investment Property” means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

“Maximum Annual Debt Service” means, at the time of computation, the greatest amount of Debt Service required to be paid on the Bonds for the then current or any succeeding Fiscal Year.

“Mayor” means the Mayor of the Issuer.

“Municipal Bond Insurance Policy” means the municipal bond insurance policy, if any, issued by the Bond Insurer simultaneously with the delivery of the Series 2015 A Bonds insuring the timely payment of the principal of and interest on all or any of the Series 2015 A Bonds in accordance with the terms thereof.

“Net Proceeds” means the face amount of the Series 2015 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, on such issue, and less proceeds deposited in the Series 2015 A Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2015 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

“Net Revenues” means Gross Revenues less Operating Expenses.

“Nonpurpose Investment” means any Investment Property which is acquired with the gross proceeds of the Series 2015 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 2015 A Bonds.

“Official Statement” means a document or set of documents prepared by the Issuer setting forth, among other matters, information concerning the Issuer and the proposed issue of securities that is complete as of the date of delivery of the document or set of documents to the Original Purchaser.

“Operating Expenses” unless qualified, means the accrual basis expenses of repair, operation and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses (other than those capitalized as part of the costs of any project relating to the acquisition or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current operations, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles.

“Ordinance” or “Bond Ordinance” regardless of whether preceded by the article “the” or “this,” means this Ordinance, as it may hereafter from time to time be amended or supplemented, by ordinance or by resolution.

“Original Purchaser” means the investment banking firm or firms, bank or banks or such other entity or entities as shall purchase the Series 2015 A Bonds directly from the Issuer, as determined by the Supplemental Resolution.

“Outstanding” when used with reference to the Series 2015 A Bonds or the Prior Bonds and as of any particular date, describes all Bonds theretofore and thereupon being issued and delivered except (a) any Bond or Prior Bond canceled by the registrar for such Bond or Prior Bonds at or prior to said date;

(b) any Bond or Prior Bonds for the payment of which monies, equal to its principal amount, with interest to the date of maturity, shall be held in trust under this Ordinance and set aside for such payment (whether upon or prior to maturity); (c) any Bond deemed to have been paid as provided by Section 9.01 hereof; and (d) with respect to determining the number or percentage of Bondholders or Bonds or Prior Bonds for the purpose of consents, notices and the like, any Bond registered to the Issuer. Notwithstanding the foregoing, in the event that a Bond Insurer has paid principal of and/or interest on any Bond or Prior Bond, such Bond or Prior Bond shall be deemed to be Outstanding until such time as such Bond Insurer has been reimbursed in full.

“Paying Agent” means, initially, the Bond Commission and any other paying agent for the Series 2015 A Bonds which may be appointed by a resolution supplemental hereto, all in accordance with Section 8.12 hereof.

“Prior Bonds” means, collectively, the Series 1997 Bonds, Series 1999 Bonds, Series 2000 A Bonds, Series 2007 Bonds, Series 2010 A Bonds, Series 2010 B Bonds and Series 2013 A Bonds.

“Prior Ordinances” means, collectively, the ordinances of the Issuer authorizing the issuance of the Prior Bonds.

“Private Business Use” means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

“Project” means the acquisition and construction of certain additions, betterments and improvements to the System, including the acquisition of the rehabilitating and/or replacing low service pumps and other existing equipment associated with pretreatment processes, namely pre-sedimentation, aeration, flocculation and sedimentation; replacing the existing blower building and equipment; replacing existing chemical and storage systems associated with taste and odor control, coagulation, disinfection, lead and copper control and fluoridation; replacing existing rapid sand filters with new state-of-the art membrane filters and related chemical feed systems for maintenance; constructing a filtration and administration building to contain the membranes, new chemical feed systems, new laboratory and SCADA controls; replacing the existing clearwell with a new above-ground storage tank; and making various other improvements associated with repairs or upgrades to electrical systems, mechanical systems, architectural features, structural systems and safety aspects needed at the plant.

“Purchase Price” for the purpose of computation of the Yield of the Series 2015 A Bonds, has the same meaning as the term “issue price” in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Series 2015 to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds of each maturity is sold or, if the Series 2015 A Bonds are privately placed, the price paid by the first buyer of the Series 2015 A Bonds or the acquisition cost of the first buyer. “Purchase Price,” for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Series 2015 A Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Series 2015 A Bonds.

“Qualified Investments” means and includes the investments set forth in the Supplemental Resolution and designated as such.

“Record Date” means the date or dates which shall be so stated in the Series 2015 A Bonds, regardless of whether such day is a Saturday, Sunday or legal holiday.

“Redemption Date” means the date fixed for redemption of Bonds subject to redemption in any notice of redemption published or mailed in accordance herewith.

“Redemption Price” means the price at which any of the Bonds may be called for redemption and includes the principal amount of the Bonds to be redeemed, plus the interest and the premium, if any, required to be paid to effect such redemption.

“Registrar” means the bank to be designated in the Supplemental Resolution as the Registrar for the Series 2015 A Bonds, and any successor thereto appointed in accordance with Section 8.08 hereof.

“Regulations” means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under Code.

“Renewal and Replacement Fund” means the Renewal and Replacement Fund created by the Prior Ordinances and continued hereby.

“Revenue Fund” means the Revenue Fund created by the Prior Ordinances and continued hereby.

“Rule 15c2-12” means Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

“Series 1997 Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1997 (West Virginia SRF Program), dated November 25, 1997, issued in the original aggregate principal amount of \$3,039,895.

“Series 1999 Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1999 (West Virginia SRF Program), dated June 22, 1999, issued in the original aggregate principal amount of \$2,083,550.

“Series 2000 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated October 24, 2000, issued in the original aggregate principal amount of \$1,867,098.

“Series 2007 Bonds” means the Issuer’s Sewerage System Refunding Revenue Bonds, Series 2007, dated December 27, 2007, issued in the original aggregate principal amount of \$5,500,000.

“Series 2010 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 12, 2010, issued in the original aggregate principal amount of \$4,022,945.

“Series 2010 B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program), dated November 10, 2010, issued in the original aggregate principal amount of \$2,622,055.

“Series 2013 A Bonds” means the Issuer’s Sewer Refunding Revenue Bonds, Series 2013 A, dated March 28, 2013, issued in the original aggregate principal amount of \$1,059,500 and held by Peoples Bank.

“Series 2015 A Bonds Construction Fund” means the Series 2015 A Bonds Construction Fund created by Section 4.01 hereof.

“Series 2015 A Bonds” means the Sewer Revenue Bonds, Series 2015 A (Tax Exempt), of the Issuer, originally authorized to be issued pursuant to this Ordinance and the Supplemental Resolution.

“Series 2015 A Bonds Costs of Issuance Fund” means the Series 2015 A Bonds Costs of Issuance Fund created by Section 4.01 hereof.

“Series 2015 A Bonds Redemption Account” means the Redemption Account created by Section 4.02 hereof.

“Series 2015 A Bonds Reserve Account” means the Series 2015 A Bonds Reserve Account created in the Series 2015 A Bonds Sinking Fund by Section 4.02 hereof.

“Series 2015 A Bonds Reserve Account Requirement” means an amount equal to the lesser of (i) 10% of the original principal amount of the Series 2015 A Bonds, (ii) Maximum Annual Debt Service at the time of original issuance of the Series 2015 A Bonds, or (iii) 125% of average annual Debt Service at the time of original issuance of the Series 2015 A Bonds.

“Series 2015 A Bonds Sinking Fund” means the Series 2015 A Bonds Sinking Fund created by Section 4.02 hereof.

“Sinking Funds” means, collectively, the respective Sinking Funds established for the Series 2015 A Bonds and the Prior Bonds.

“State” means the State of West Virginia.

“Supplemental Resolution” means any ordinance or resolution amendatory hereof or supplemental hereto and, when preceded by the article “the,” refers specifically to the Supplemental Resolution or Resolutions to be adopted by the Issuer following enactment of this Ordinance, setting forth the final amounts, maturities, interest rates, redemption provisions, Original Purchaser, approving a Bond Purchase Agreement and an Official Statement, Bond Insurer provisions (if any) and other terms of the Series 2015 A Bonds and authorizing the sale of the Series 2015 A Bonds to the Original Purchaser; provided, that any provision intended to be included in the Supplemental Resolution and not so included may be contained in any other Supplemental Resolution.

“Surplus Revenues” means the Gross Revenues not required by the Ordinance to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the funds and accounts established for the Prior Bonds or the Series 2015 A Bonds.

“System” means the complete existing municipal sewerage system of the Issuer, as presently existing in its entirety or any integral part thereof and shall include, the Project and shall include

any additions, betterments and improvements thereto hereafter acquired or constructed for said System from any sources whatsoever, both within and without the Issuer.

“Tax Certificate” means the Issuer’s Tax Certificate dated as of the date of issuance of the Series 2015 A Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“Term Bonds” means Bonds subject to mandatory sinking fund redemption, as described by Section 3.06 hereof.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Ordinance; and the term “hereafter” means after the date of enactment of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

Section 1.02. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. The Council hereby finds and determines as follows:

A. The Issuer is a municipal corporation and political subdivision of the State of West Virginia in Cabell County of said State.

B. The Issuer presently owns and operates a public sewerage system. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds, Series 2015 A (Tax Exempt), in the aggregate principal amount of not more than \$6,500,000 to permanently finance the costs of acquisition and construction of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2015 A Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Series 2015 A Bonds Reserve Account; underwriter's discount, engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; premiums for Municipal Bond Insurance, reserve account

insurance or reserve account surety bonds; letter of credit fees; discount; initial fees for the services of Registrars, Paying Agents, depositories or trustees or other costs in connection with the sale of the Series 2015 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the acquisition and construction of the Project and the placing of same in operation; and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2015 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

D. The period of usefulness of the System after completion of the Project is not less than 40 years.

E. It is in the best interests of the Issuer that the Series 2015 A Bonds be sold to the Original Purchaser pursuant to the terms and provisions of the Bond Purchase Agreement, as shall be approved by the Supplemental Resolution of the Issuer.

F. The Issuer will have the following outstanding obligations which will rank on a parity with the Series 2015 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's:

- (i) Sewer Revenue Bonds, Series 1997 (West Virginia SRF Program), dated November 25, 1997, issued in the original aggregate principal amount of \$3,039,895 (the "Series 1997 Bonds");
- (ii) Sewer Revenue Bonds, Series 1999 (West Virginia SRF Program), dated June 22, 1999, issued in the original aggregate principal amount of \$2,083,550 (the "Series 1999 Bonds");
- (iii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated October 24, 2000, issued in the original aggregate principal amount of \$1,867,098 (the "Series 2000 A Bonds");
- (iv) Sewerage System Refunding Revenue Bonds, Series 2007, dated December 27, 2007, issued in the original aggregate principal amount of \$5,500,000 (the "Series 2007 Bonds");
- (v) Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 12, 2010, issued in the original aggregate principal amount of \$4,022,945 (the "Series 2010 A Bonds");
- (vi) Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program), dated November 10, 2010, issued in the original aggregate principal amount of \$2,622,055 (the "Series 2010 B Bonds"), and
- (vii) Sewer Refunding Revenue Bonds, Series 2013 A, dated March 28, 2013, issued in the original aggregate principal amount of \$1,059,500 and held by Peoples Bank (the "Series 2013 A Bonds"), (collectively, the "Prior Bonds").

The Series 2015 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. Prior to the issuance of the Series 2015 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of the Holders of the Series 1997 Bonds, Series 1999 Bonds, Series 2000 A Bonds, Series 2010 A Bonds and Series 2010 B Bonds to the issuance of the Series 2015 A Bonds on a parity with the Prior Bonds. The Series 2007 Bonds and Series 2013 A Bonds do not require consent. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Ordinances.

G. The Issuer intends to issue the Series 2015 A Bonds and to pledge for payment thereof, the Net Revenues of the System, on a parity with each other and on a parity with such pledge in favor of the Holders of the Prior Bonds.

H. The estimated revenues to be derived in each year after the date hereof from the operation of the System will be sufficient, to provide for the repair, maintenance and operation of the System, the payment of interest upon the Series 2015 A Bonds, and the Prior Bonds and to create sinking funds, as hereinafter provided, to pay the principal on the Series 2015 A Bonds and the Prior Bonds as and when it becomes due and reasonable reserves therefor, to provide an adequate Renewal and Replacement Fund, as hereinafter provided, and to make all other payments provided for in this Ordinance and the Prior Ordinances.

I. It is in the best interests of the Issuer, and the residents thereof, that the Issuer issue the Series 2015 A Bonds, and secure the Series 2015 A Bonds by a pledge and assignment of the Net Revenues derived from the operation of the System, the monies in the Series 2015 A Bonds Reserve Account, unexpended proceeds of the Series 2015 A Bonds and as further set forth herein.

J. The Series 2015 A Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the forms set forth in EXHIBIT A – FORM OF SERIES 2015 A BONDS attached hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance or a Supplemental Resolution or as deemed necessary by the Registrar or the Issuer.

K. All things necessary to make the Series 2015 A Bonds, when authenticated by the Registrar and issued as in this Ordinance provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2015 A Bonds, will be timely done and duly performed.

L. The enactment of this Ordinance, the execution and issuance of the Series 2015 A Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

M. The Issuer has complied with all requirements of West Virginia law relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2015 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things, the obtaining of a certificate of convenience and necessity from the Public Service

Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the date of issuance of the Series 2015 A Bonds or such final order will not be subject to appeal or rehearing.

Section 1.04. Ordinance Constitutes Contract. In consideration of the acceptance of the Series 2015 A Bonds by those who shall own or hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of any and all of such Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bond, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

## **ARTICLE II**

### **AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT**

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not more than \$6,500,000. The proceeds of the Series 2015 A Bonds hereby authorized shall be applied as provided herein.

The cost of the Project is estimated not to exceed \$6,500,000 of which will be obtained from proceeds of the Series 2015 A Bonds.

## **ARTICLE III**

### **THE SERIES 2015 A BONDS**

Section 3.01. Form and Payment of Bonds. No Series 2015 A Bond shall be issued pursuant to this Ordinance except as provided in this Article III. Any Series 2015 A Bonds issued pursuant to this Ordinance may be issued only as fully registered Series 2015 A Bonds, in the denomination of \$5,000 or any integral multiple thereof for any year of maturity. All Series 2015 A Bonds shall be dated as of the date provided in a Supplemental Resolution applicable to such series. All Series 2015 A Bonds shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2015 A Bonds has been paid, from the date thereof; provided however, that, if, as shown by the records of the Registrar, interest on such Series 2015 A Bonds shall be in default, Bonds issued in exchange for Series 2015 A Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2015 A Bonds surrendered.

The principal of and the premium, if any, on the Series 2015 A Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender at the principal office of the Paying Agent. Interest on the Series 2015 A Bonds shall be paid by check or draft made payable and mailed to the Holder thereof at his address as it appears in the Bond Register at the close of

business on the Record Date, or, if requested, in the case of a Registered Owner of \$1,000,000 or more of the Series 2015 A Bonds, by wire transfer to a domestic bank account specified in writing at least 5 days prior to such interest payment date by such Registered Owner.

In the event any Series 2015 A Bonds are redeemed in part, such bond shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Holder thereof, another Series 2015 A Bond in the principal amount of said Series 2015 A Bond then Outstanding.

Section 3.02. Execution of Bonds. The Series 2015 A Bonds shall be executed in the name of the Issuer by the Mayor, by his manual or facsimile signature, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk by his or her manual or facsimile signature; provided, that, all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Series 2015 A Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2015 A Bonds shall be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Bonds shall hold the proper office in the City, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.03. Authentication and Registration. No Series 2015 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Series 2015 A Bond, substantially in the form set forth in EXHIBIT A – FORM OF SERIES 2015 A BONDS attached hereto and incorporated herein by reference with respect to the Series 2015 A Bonds, shall have been duly manually executed by the Registrar. Any such manually executed Certificate of Authentication and Registration upon any such Series 2015 A Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Ordinance. The Certificate of Authentication and Registration on any Series 2015 A Bond shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2015 A Bonds issued hereunder.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2015 A Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder, in accepting any of said Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2015 A Bonds remain Outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2015 A Bonds. The Series 2015 A Bonds shall be transferable only by transfer of registration upon the Bond Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Series 2015 A Bond, there shall be issued at the option of the Holder or the transferee another Bond or Bonds of

the aggregate principal amount equal to the unpaid amount of the transferred Bond and of the same series, interest rate and maturity of said transferred Bond.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or his attorney or legal representative duly authorized in writing, Series 2015 A Bonds may at the option of the Holder thereof be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate, in any authorized denominations.

In all cases in which the privilege of transferring or exchanging a Series 2015 A Bond is exercised, Bonds shall be delivered in accordance with the provisions of this Ordinance. All Series 2015 A Bonds surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of Series 2015 A Bonds, the initial exchange of Bonds and exchanges of Bonds in the event of partial redemption of fully registered Bonds shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For other exchanges of Series 2015 A Bonds, the Registrar may impose a service charge. For every such transfer or exchange of Series 2015 A Bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2015 A Bonds that have been called for redemption.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2015 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver any new Bond of like series, maturity and principal amount as the Bond, so mutilated, destroyed, stolen or lost, in exchange and upon surrender and cancellation of, such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing the Issuer and the Registrar proof of his ownership thereof and that said Bond has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Bondholder listed in the Bond Register shall constitute proof of ownership. All Series 2015 A Bonds so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if such Bond be lost, stolen or destroyed, without surrender therefor.

Any such duplicate Bonds issued pursuant to this Section 3.05 shall constitute original, additional contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by any one, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of and security for payment from the Revenues pledged herein with all other Bonds issued hereunder.

Section 3.06. Term Bonds. In the event Term Bonds are issued as part of the Series 2015 A Bonds pursuant to this Ordinance, the following provisions shall apply:

1. The amounts to be deposited, apportioned and set apart by the Issuer from the Revenue Fund and into the Series 2015 A Bonds Redemption Account in accordance with Section 4.03 herein shall include (after credit as provided below) on the first of each month, beginning on the first day of that month which is 12 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/12th of the amount (or, if the Series 2015 A Bonds mature semiannually rather than annually, that month which is 6 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/6th of the amount) required to redeem the principal amount of such Term Bonds which are to be redeemed as of the next ensuing mandatory Redemption Date, which amounts and dates, if any, with respect to a series of Bonds shall be set forth in the Supplemental Resolution relating thereto.

2. At its option, to be exercised on or before the 60th day next preceding any such mandatory Redemption Date, the Issuer may (a) deliver to the Registrar for cancellation such Term Bonds in any aggregate principal amount desired or (b) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which prior to said date have been redeemed (otherwise than pursuant to this section) and canceled by the Registrar and not theretofore applied as a credit against any such mandatory redemption obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory Redemption Date, and Term Bonds delivered in excess of such mandatory redemption obligation shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

3. The Issuer shall on or before the 60th day next preceding each mandatory Redemption Date furnish the Registrar and the Bond Commission with its certificate indicating whether and to what extent the provisions of (a) and (b) of the preceding paragraph are to be utilized with respect to such mandatory redemption payment and stating, in the case of the credit provided for in (b) of the preceding paragraph, that such credit has not theretofore been applied against any mandatory redemption obligation.

4. After said 60th day but prior to the date on which the Registrar selects the Term Bonds to be redeemed, the Bond Commission may use the monies in the Series 2015 A Bonds Redemption Account to purchase Term Bonds at a price less than the par value thereof and accrued interest thereon. The Bond Commission shall advise the Issuer and the Registrar of any Term Bonds so purchased, and they shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory Redemption Date, and any excess shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

5. The Registrar shall call for redemption, in the manner provided herein, an aggregate principal amount of such Term Bonds, at the principal amount thereof plus interest accrued to the Redemption Date (interest to be paid from the Series 2015 A Bonds Sinking Fund), as will exhaust as nearly as practicable such Series 2015 A Bonds Redemption Account payment designated to be made in accordance with paragraph (A)(1) of this section. Such redemption shall be by random selection made on the 45th day preceding the mandatory Redemption Date, in such manner as may be determined by the Registrar. For purposes of this section, "Term Bonds" shall include any portion of a fully registered Term Bond, in integrals of \$5,000.

Section 3.07. Notice of Redemption. Unless waived by any Holder of the Series 2015 A Bonds to be redeemed, official notice of any redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail, electronic notice or any other formal notice required at least 30 days and not more than 60 days prior to the date fixed for redemption to the applicable Bond Insurer, if any, the Original Purchaser, and the registered owner of the Series 2015 A Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (1) The Redemption Date,
- (2) The Redemption Price,
- (3) If less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) That on the Redemption Date the Redemption Price and interest accrued will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) The place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Registrar, and
- (6) Such other information, if any, as shall be required for DTC-Eligible Bonds.

If funds sufficient to redeem all Series 2015 A Bonds called for optional redemption have not been deposited with the Paying Agent at the time of mailing any notice of optional redemption, such notice shall also state that such optional redemption is subject to the deposit of such monies with the Paying Agent on or before the Redemption Date. If such monies are not so deposited, the Registrar shall notify all holders of Series 2015 A Bonds called for redemption of such fact.

Official notice of redemption having been given as aforesaid, the Series 2015 A Bonds, or portions of Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Series 2015 A Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal of such Bond. All Series 2015 A Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of Series 2015 A Bonds, and failure to mail such notice shall not affect the validity of proceedings for the redemption of any portion of Bonds for which there was no such failure.

Section 3.08. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the principal of, and interest on, such Bond and (except as provided in Section 6.18 hereof) for all other purposes, whether or not such Bond is overdue.

Section 3.09. Temporary Bonds. Until Bonds of any series in definitive form are ready for delivery, the Issuer may execute and the Registrar shall authenticate, register, if applicable, and deliver, subject to the same provisions, limitations and conditions set forth in this Article III, one or more printed, lithographed or typewritten Bonds in temporary form, substantially in the form of the definitive Bonds of such series, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit created under this Ordinance. Upon the presentation and surrender of any Bond or Bonds in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Registrar, and the Registrar shall authenticate, register, if applicable, and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Registrar without making any charge therefor to the Holder of such Bond in temporary form.

Section 3.10. Series 2015 A Bonds. For the purposes of paying all or a portion of the costs of acquisition and construction of improvements and betterments to the System, paying capitalized interest, if any, funding the Series 2015 A Bonds Reserve Account and paying costs in connection therewith, there shall be issued the Series 2015 A Bonds of the Issuer, in one or more series, in an aggregate principal amount of not more than \$6,500,000. Said Series 2015 A Bonds shall be designated "Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" or such other designation as may be appropriate for the year and sequence of the issue, as may be set forth in a Supplemental Resolution, and shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof for any period of maturity, not exceeding the aggregate principal amount of Series 2015 A Bonds maturing in the period of maturity for which the denomination is to be specified. The Series 2015 A Bonds shall be numbered from AR-1 consecutively upward. The Series 2015 A Bonds shall be dated; shall be in such aggregate principal amount (not to exceed \$6,500,000); shall bear interest at such rate or rates, not exceeding the then legally permissible rate (not to exceed 8.0%), payable semiannually on such dates; shall mature on such dates (which may be annual or semi-annual) (not to exceed 30 years) and in such amounts; shall be subject to such mandatory and optional redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution.

Section 3.11. Book Entry System for Series 2015 A Bonds. A. The Series 2015 A Bonds shall each initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Series 2015 A Bonds of each maturity, registered in the name of CEDE & CO., as nominee of DTC. Except as provided in paragraph E below, all of the Series 2015 A Bonds shall be registered in the registration books kept by the Registrar in the name of CEDE & CO., as nominee of DTC; provided, that if DTC shall request that the Series 2015 A Bonds be registered in the name of a different nominee, the Registrar shall exchange all or any portion of the Series 2015 A Bonds registered in the name of such nominee or nominees. No person other than DTC or its nominee shall be entitled to receive from the Issuer or the Registrar either a Series 2015 A Bond or any other evidence of ownership of the Series 2015 A Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Series 2015 A Bonds on the registration books maintained by the Registrar, in connection with discontinuing the book entry system as provided in paragraph E below.

B. At or prior to settlement for the Series 2015 A Bonds, the Issuer and the Registrar shall execute or signify their approval of a representation letter addressed to DTC in a form satisfactory to DTC (the "Representation Letter"). Any successor Registrar shall, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

C. So long as the Series 2015 A Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or Redemption Price of or interest on such Series 2015 A Bonds shall be made to DTC or its nominee at the addresses set forth in the Representation Letter in New York Clearing House or equivalent next day funds on the dates provided for such payments to be made to any Bondholder under this Ordinance. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Issuer and the Registrar with respect to the principal or Redemption Price of or interest on the Series 2015 A Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Series 2015 A Bonds Outstanding of any maturity, the Registrar shall not require surrender by DTC of the Series 2015 A Bonds so redeemed, but DTC may retain such Series 2015 A Bonds and make an appropriate notation on the Series 2015 A Bonds certificate as to the amount of such partial redemption; provided, that DTC shall deliver to the Registrar, upon request, a written confirmation of such partial redemption. The records maintained by the Registrar shall be conclusive as to the amount of the Series 2015 A Bonds of such maturity which have been redeemed.

D. The Issuer, the Paying Agent and the Registrar may treat DTC as the sole and exclusive owner of the Series 2015 A Bonds registered in its name or the name of its nominee for the purposes of payment of the principal or Redemption Price of or interest on the Series 2015 A Bonds, selecting the Series 2015 A Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Series 2015 A Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Issuer nor the Registrar shall be affected by any notice to the contrary. Neither the Issuer nor the Registrar shall have any responsibility or obligation to any direct or indirect participant in DTC, any person claiming a beneficial ownership interest in the Series 2015 A Bonds under or through DTC or any such participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder with respect to (i) the Series 2015 A Bonds, (ii) the accuracy of any records maintained by DTC or any such participant, (iii) the payment by DTC or any such participant of any amount in respect of the principal or Redemption Price of or interest on the Series 2015 A Bonds, (iv) any notice which is permitted or required to be given to Bondholders under this Ordinance, (v) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Series 2015 A Bonds, or (vi) any consent given or other action taken by DTC as Bondholder.

E. The book entry system for registration of the ownership of the Series 2015 A Bonds may be discontinued at any time if either: (i) DTC determines to resign as securities depository for the Series 2015 A Bonds; or (ii) the Issuer determines that continuation of the system of book entry transfers through DTC (or through a successor securities depository) is not in the best interest of the beneficial owners of the Series 2015 A Bonds. In either of such events (unless in the case described in clause (iii) above, the Issuer appoints a successor securities depository), the Series 2015 A Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Issuer or the Registrar for the accuracy of such designation. Whenever DTC requests the Issuer and the Registrar to do so, the Issuer

and the Registrar shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Series 2015 A Bonds.

Section 3.12. Delivery of Series 2015 A Bonds. The Issuer shall execute and deliver the Series 2015 A Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2015 A Bonds to the Original Purchaser upon receipt of the documents set forth below:

(1) If not registered in the name of DTC or its nominee, a list of the names in which the Series 2015 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2015 A Bonds to DTC for the benefit of the Original Purchaser;

(3) Copies, certified by the City Clerk, of this Ordinance and the Supplemental Resolution;

(4) The unqualified approving opinion upon the Series 2015 A Bonds by Bond Counsel; and

(5) Such other opinions, certificates and documents as shall be reasonably requested by the Original Purchaser.

Section 3.13. Form of Series 2015 A Bonds. The definitive Series 2015 A Bonds shall be in substantially the form set forth in EXHIBIT A – FORM OF SERIES 2015 A BONDS attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Series 2015 A Bonds on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval, and the definitive Series 2015 A Bonds shall have the form of the opinion of Steptoe & Johnson PLLC, as Bond Counsel, attached thereto or printed on the reverse thereof.

Section 3.14. Disposition of Proceeds of Series 2015 A Bonds. Upon the issuance and delivery of the Series 2015 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

(1). All interest accrued, if any, on the Series 2015 A Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 2015 A Bonds Sinking Fund and applied to payment of interest on the Series 2015 A Bonds at the first interest payment date.

(2). An amount of the proceeds of the Series 2015 A Bonds equal to the amount, if any, set forth in the Supplemental Resolution shall be remitted to the Bond Commission for deposit in the Series 2015 A Bonds Reserve Account, provided, that, to the extent the Series 2015 A Bonds Reserve Requirement is satisfied in whole or in part from a reserve account letter of credit, surety bond or other credit facility, proceeds of the Series 2015 A Bonds shall be deposited in the Series 2015 A Bonds Reserve Account only to the extent needed to satisfy the balance of the Series 2015 A Bonds Reserve Requirement.

(3). The amount of Series 2015 A Bond proceeds which, together with other monies or securities deposited therein shall be equal to the Costs of Issuance of the Series 2015 A Bonds shall be deposited with the Depository Bank in the Series 2015 A Bonds Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Series 2015 A Bonds at the written direction of the Issuer. Monies not to be applied immediately to pay such costs of issuance may be invested in accordance with this Ordinance, subject however, to applicable yield restrictions as may be in effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 120 days following the Closing Date for the Series 2015 A Bonds, such unapplied proceeds shall be transferred by the Issuer to the Series 2015 A Bonds Sinking Fund established in Section 4.01 hereof and applied to the next ensuing payment of interest on the Series 2015 A Bonds. All such proceeds shall constitute a trust fund for such purposes, and there hereby is created a lien upon such monies until so applied in favor of the Holders of the Series 2015 A Bonds from which such proceeds are derived.

(4). The balance of Series 2015 A Bonds proceeds, if any, shall be deposited in the Series 2015 A Bonds Construction Fund and disbursed as provided in Section 3.15 hereof.

Section 3.15. Disbursements from the Series 2015 A Bonds Construction Fund. Disbursements from the Series 2015 A Bonds Construction Fund, except for payment of Costs of Issuance of the Series 2015 A Bonds in excess of the monies available in the Costs of Issuance Fund which shall be made upon request of the Issuer, shall be made only for acquisition and construction of the Project, including all necessary engineering and other professional services relating thereto. Pending such application, monies in the Series 2015 A Bonds Construction Fund, including any accounts therein, shall be invested and reinvested in Qualified Investments at the written direction of the Issuer, and there hereby is created a lien upon such monies until so applied in favor of the Holders of the Series 2015 A Bonds from which such proceeds are derived.

## ARTICLE IV

### SYSTEM REVENUES; FUNDS AND ACCOUNTS

Section 4.01. Establishment of Funds and Accounts with Depository Bank. Pursuant to this Article IV, the following special funds are created with (or continued if previously established by Prior Ordinances), and shall be held by, the Depository Bank, segregated from all other funds and accounts of the Depository Bank or the Issuer and from each other (except as set forth in this Section 4.01), and used solely for the purposes provided herein:

- (1) Revenue Fund (established by the Prior Ordinances);
- (2) Renewal and Replacement Fund (established by the Prior Ordinances);
- (3) Series 2015 A Bonds Costs of Issuance Fund;
- (4) Rebate Fund; and
- (5) Series 2015 A Bonds Construction Fund.

Section 4.02. Establishment of Funds and Accounts with Bond Commission. The following special funds or accounts are hereby created (or continued if established by Prior Ordinances) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other:

- (1) Series 1997 Bonds Sinking Fund (established by Prior Ordinances and continued hereby);
- (2) Series 1997 Bonds Reserve Account (established by Prior Ordinances and continued hereby);
- (3) Series 1999 Bonds Sinking Fund (established by Prior Ordinances and continued hereby);
- (4) Series 1999 Bonds Reserve Account (established by Prior Ordinances and continued hereby);
- (5) Series 2000 A Bonds Sinking Fund (established by Prior Ordinances and continued hereby);
- (6) Series 2000 A Bonds Reserve Account (established by Prior Ordinances and continued hereby);
- (7) Series 2007 Bonds Sinking Fund (established by Prior Ordinances and continued hereby);
- (8) Series 2007 Bonds Reserve Account (established by Prior Ordinances and continued hereby);
- (9) Series 2010 A Bonds Sinking Fund (established by Prior Ordinances and continued hereby);
- (10) Series 2010 A Bonds Reserve Account (established by Prior Ordinances and continued hereby);
- (11) Series 2010 B Bonds Sinking Fund (established by Prior Ordinances and continued hereby);
- (12) Series 2010 B Bonds Reserve Account (established by Prior Ordinances and continued hereby);
- (13) Series 2013 A Bonds Sinking Fund (established by Prior Ordinances and continued hereby);
- (14) Series 2013 A Bonds Reserve Account (established by Prior Ordinances and continued hereby);
- (15) Series 2015 A Bonds Sinking Fund; and

(16) Series 2015 A Bonds Reserve Account.

Section 4.03. System Revenues and Application Thereof. So long as any of the Series 2015 A Bonds shall be Outstanding and unpaid, the Issuer covenants as follows:

A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited by the Issuer in the Revenue Fund. The Revenue Fund shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All Revenues at any time remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall first, each month, pay from the monies in the Revenue Fund all current Operating Expenses.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) the amounts required by the Prior Ordinances to pay interest on the Prior Bonds; and (ii) beginning on the first day of that month which is 7 months prior to the first interest payment date on the Series 2015 A Bonds, apportion and set apart out of the Revenue Fund and deposit in the Series 2015 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on said Series 2015 A Bonds on the next ensuing semiannual interest payment date, provided, that in the event the period to elapse between the date of such initial deposit in the Series 2015 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is less than or greater than 6 months, then such monthly payments shall be increased or decreased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date, and provided further, that the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2015 A Bonds Sinking Fund shall be reduced by the amount of accrued interest, if any, on the Series 2015 A Bonds deposited therein and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2015 A Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2015 A Bonds Sinking Fund;

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and, simultaneously remit to the Commission (i) the amounts required by the Prior Ordinances to pay principal on the Prior Bonds; and (ii) for deposit in the Series 2015 A Bonds Sinking Fund (and in the Series 2015 A Bonds Redemption Account therein in the case of Term Bonds which are to be redeemed) on the first day of each month, beginning on the first day of that month which is 13 months prior to the first principal payment or mandatory Redemption Date of the Series 2015 A Bonds, a sum equal to 1/12th of the amount (or 1/6th of the amount if the Series 2015 A Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2015 A Bonds on the next ensuing principal payment or mandatory Redemption Date, provided, that in the event the period to elapse between the date of such initial deposit in the Series 2015 A Bonds Sinking Fund and the next ensuing principal payment or mandatory Redemption Date is less

than or greater than 12 months (or 6 months if the Series 2015 A Bonds mature semiannually rather than annually), then such monthly payments shall be increased or decreased proportionately to provide, one month prior to the next ensuing principal payment date or mandatory Redemption Date, the required amount of principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2015 A Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and, simultaneously remit to the Commission (i) the amounts required by the Prior Ordinances to be deposited in the Prior Bonds Reserve Accounts; and (ii) commencing 13 months prior to the first date of payment of principal of the Series 2015 A Bonds or upon completion of construction of the Project, whichever is earlier, if not fully funded upon issuance of the Series 2015 A Bonds, for deposit in the Series 2015 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2015 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2015 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2015 A Bonds Reserve Requirement; provided further, that if the amounts in the Series 2015 A Bonds Reserve Account, as a result of a decrease in value of the Series 2015 A Bonds Reserve Account below the Series 2015 A Bonds Reserve Account Requirement or any withdrawal from the Series 2015 A Bonds Reserve Account, the Issuer shall apply such monies for deposit into the Series 2015 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2015 A Bonds Reserve Account results in a determination that the amount of monies and the value of the Qualified Investments deposited to the credit of the Series 2015 A Bonds Reserve Account is less than the Series 2015 A Bonds Reserve Account Requirement, or (b) any amount is withdrawn from the Series 2015 A Bonds Reserve Account for deposit into the Series 2015 A Bonds Sinking Fund. To the extent Net Revenues and any other legally available funds are available therefor, the amount so deposited shall be used to restore the amount of monies on deposit in the Series 2015 A Bonds Reserve Account to an amount equal to the Series 2015 A Bonds Reserve Account Requirement to the full extent that such Net Revenues are available; provided, however, that if the shortfall in the Series 2015 A Bonds Reserve Account is due to a decrease in the value of investments therein, such shortfall shall be replenished by not less than 4 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2015 A Bonds Reserve Account, such shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2015 A Bonds Reserve Account whenever and as long as the amount deposited therein shall be equal to the Series 2015 Reserve Account Requirement.

Amounts in the Series 2015 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the Series 2015 A Bonds when due, when amounts in the Series 2015 A Bonds Sinking Fund are insufficient therefor and for no other purpose.

(5) The Issuer shall next, on the first day of each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Ordinances and not in addition thereto), a sum equal to 2.5% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Subject to the restrictions contained in the Prior Ordinances, so long as the Prior Bonds are outstanding, withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, or improvements or extensions to the System; provided, that any deficiency in any Reserve Account, except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof, shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinabove provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by the Act, such excess shall be considered as surplus revenues (the "Surplus Revenues"). Surplus Revenues may be used for any lawful purpose of the System.

B. The Bond Commission is hereby designated as the fiscal agent for the administration of the Series 2015 A Bonds Sinking Fund created hereunder, and all amounts required for said Sinking Fund shall be remitted to the Bond Commission from said Revenue Fund and from the proceeds of the sale of the Series 2015 A Bonds, by the Issuer at the times and as otherwise provided herein. All remittances made by the Issuer to the Bond Commission shall clearly identify the fund or account into which each amount is to be deposited.

C. The monies on deposit in the Revenue Fund and the Renewal and Replacement Fund in excess of the sum insured by the FDIC shall at all times be secured, to the full extent thereof in excess of such insured sum, by Government Obligations or by other Qualified Investments as shall be eligible as security for deposits of municipal funds under the laws of the State.

D. Principal, interest or reserve payments, whether for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds and the Series 2015 A Bonds, all in accordance with the respective principal amounts then Outstanding.

## ARTICLE V

### **INVESTMENTS; NON-ARBITRAGE; REBATES AND CONTINUING DISCLOSURE**

Section 5.01. Investments. The Issuer shall invest and reinvest, and shall instruct the Bond Commission and the Depository Bank to invest and reinvest, any monies held as a part of the funds and accounts created by this Ordinance in Qualified Investments to the fullest extent possible under applicable laws, this Ordinance, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this section.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Issuer may make any and all investments permitted by this section through the bond department of the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section (unless otherwise required by the Bond Insurer, if any, and as set forth in the Supplemental Resolution):

(A) Qualified Investments acquired for the Series 2015 A Bonds Reserve Account shall mature or be subject to retirement at the option of the holder within not more than 5 years from the date of such investment.

(B) The Issuer shall, or shall cause the Bond Commission to, annually transfer from the Series 2015 A Bonds Reserve Account to the Series 2015 A Bonds Sinking Fund any earnings on the monies deposited therein and any other funds in excess of the Series 2015 A Bonds Reserve Requirement, provided, however, that there shall at all times remain on deposit in the Series 2015 A Bonds Reserve Account an amount at least equal to the Series 2015 A Bonds Reserve Requirement.

(C) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from the Series 2015 A Bonds Reserve Account, whereupon it shall be valued immediately after such withdrawal. If amounts on deposit in the Series 2015 A Bonds Reserve Account shall, at any time, be less than the applicable Series 2015 A Bonds Reserve Requirement, the applicable Bond Insurer, if any, shall be notified immediately of such deficiency, and such deficiency shall be made up from the first available Net Revenues after required deposits to the Sinking Fund and otherwise in accordance with Section 4.03 hereof.

(D) All amounts representing accrued and capitalized interest shall be held by the Bond Commission, pledged solely to the payment of interest on the Series 2015 A Bonds, as appropriate, and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(E) Notwithstanding the foregoing, all monies deposited in the Series 2015 A Bonds Sinking Fund may be invested by the Bond Commission in the West Virginia “consolidated fund” managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia, 1931, as amended.

Section 5.02. Continuing Disclosure Agreement. The Issuer shall deliver a continuing disclosure agreement or certificate in form acceptable to the Original Purchaser, the form of which shall be approved by the Supplemental Resolution, sufficient to ensure compliance with Rule 15c2-12, as it may be amended from time to time, and the Mayor is authorized and directed to execute and deliver such Continuing Disclosure Agreement on behalf of the Issuer, with such changes as the Mayor shall approve, such approval to be conclusively evidenced by the execution of the Continuing Disclosure Agreement by the Mayor. The Mayor and Clerk are further authorized to take all actions necessary for the Issuer to comply with the Continuing Disclosure Agreement.

Section 5.03. Arbitrage and Tax Exemption. The Issuer covenants that (i) it shall not take, or permit or suffer to be taken, any action with respect to the gross or other proceeds of the Series 2015 A Bonds which would cause the Series 2015 A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 2015 A Bonds) so that the interest on the Series 2015 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.04. Tax Certificate, Rebates, and Rebate Fund. The Issuer shall deliver a certificate of arbitrage, a tax certificate or other similar certificate to be prepared by Bond Counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of any series of Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2015 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are

required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefore. The Issuer at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 5.04. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.04 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

## ARTICLE VI

### ADDITIONAL COVENANTS OF THE ISSUER

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Ordinance shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2015 A Bonds, as prescribed by Article VII hereof. In addition to the other covenants, agreements and provisions of this Ordinance, the Issuer hereby covenants and agrees with the Holders of the Series 2015 A Bonds, as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2015 A Bonds or the interest thereon, are Outstanding and unpaid.

Section 6.02. Bonds not to be Indebtedness of the Issuer. The Series 2015 A Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the Net Revenues of the System, the monies in the Series 2015 A Bonds Sinking Fund and all accounts therein, the unexpended proceeds of the Series 2015 A Bonds or money in the Series 2015 A Bonds Construction Fund, if any, all as herein provided. No Holder or Holders of any Series 2015 A Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power of the Issuer to pay said Series 2015 A Bonds or the interest thereon.

Section 6.03. Bonds Secured by Pledge of Net Revenues and Monies in Sinking Fund. The payment of the debt service of all of the Series 2015 A Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the operation of the System on a parity with the lien on the Net Revenues in favor of the Holders of the Prior Bonds and, in the instance of the Series 2015 A Bonds, all monies and securities in the Series 2015 A Bonds Sinking Fund, including the Series 2015 A Bonds Reserve Account therein to the extent necessary to make the payments required under Section 4.03 hereof. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Series 2015 A Bonds herein authorized, to make the payments into the Series 2015 A Bonds Sinking Fund, all monies and securities in the Series 2015 A Bonds Sinking Fund, the Series 2015 A Bonds Reserve Account and all other payments provided for in this Ordinance, are hereby irrevocably pledged in the manner provided in this Ordinance to the payment of the principal of and interest on the Prior Bonds and the Series 2015 A Bonds herein authorized as the same become due and for the other purposes provided in this Ordinance.

Section 6.04. Rates. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of this Ordinance. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the sewer rate ordinance of the Issuer enacted June 9, 2009, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2015 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Ordinance and in compliance with this Ordinance. In the event the schedule of rates and charges initially established for the System in connection with the Series 2015 A Bonds shall prove to be insufficient to produce the required sums set forth in this Ordinance, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Ordinance.

Prior to the issuance of the Series 2015 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the City Clerk of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be changed and readjusted, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that so long as the Prior Bonds are outstanding, the schedule or schedules of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System, to provide a rate coverage equal to the highest rate coverage required by either (a) the Prior Ordinances or (b) this Ordinance, as set forth below, and thereafter, sufficient, together with other revenues of the System, to provide for all Operating Expenses of the System and to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 2015 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds including the Prior Bonds.

In the computation provided in the above paragraph, "revenues of the System" shall include increased Net Revenues estimated to be derived from any improvements under construction, and any change in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) or such rates have been approved by the Public Service Commission of West Virginia, (without successful appeal), whether or not such approved rates are being charged and collected by the Issuer.

The Issuer hereby covenants to commence enactment of such ordinance or ordinances as shall be required to increase the rates and charges for the services and facilities of the System within 90 days following a determination of the Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Section 6.05. Completion of Project; Operation and Maintenance. The Issuer will complete the Project as promptly as possible. The Issuer will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the revenues of said System in the manner provided in this Ordinance.

The Issuer will obtain all permits required by state and federal laws for the acquisition and construction of the Project and all orders and approvals from the Public Service Commission of West Virginia necessary for the acquisition and construction of the Project and the operation of the System.

Section 6.06. Sale of the System. So long as the Prior Bonds are Outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System, except as provided by the Prior Ordinances. Additionally, so long as the Series 2015 A Bonds are Outstanding, the System may be sold, mortgaged, leased or otherwise disposed of only as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to defease the pledge created by this Ordinance and the Prior Ordinances. The proceeds from such sale, mortgage, lease or other disposition of the System shall be immediately remitted to the Bond Commission for deposit in the Series 2015 A Bonds Sinking Fund, and otherwise as prescribed by Section 9.01 hereof. Any balance remaining after such defeasance shall be remitted to the Issuer by the Bond Commission unless necessary for the payment of other obligations of the Issuer payable out of the Net Revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of \$500,000, the Issuer may provide for the sale of such property. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of \$500,000 but not in excess of \$5,000,000 the Issuer by resolution duly adopted, find that the property is no longer necessary, useful or profitable in the operation of the System and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property which are less than \$500,000 may be deposited into the Revenue Fund or the Renewal and Replacement Fund, at the sole discretion of the Issuer. The proceeds derived from any such sale, lease or other disposition of such property, in excess of \$500,000 and not in excess of \$5,000,000, shall be deposited by the Issuer into the Renewal and Replacement Fund.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom shall be in excess of 5,000,000 and insufficient to defease the pledge created by this Ordinance, as provided by Section 9.01 hereof, without the prior approval and consent in writing of any applicable Bond Insurer, if any, or if the Series 2015 A Bonds are not insured, the Holders, or their duly authorized representatives, of 51% in amount of Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the Bond Insurer, if any, or if the Series 2015 A Bonds are not insured, the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 6.07. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever, except

Additional Parity Bonds provided for in Section 6.08 hereof, payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from the Net Revenues with the Series 2015 A Bonds; and all obligations hereafter issued by the Issuer payable from the revenues of the System, except such Additional Parity Bonds, shall contain an express statement that such obligations are junior and subordinate as to lien on and source of and security for payment from such revenues and in all other respects to the Series 2015 A Bonds.

The Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or, except with respect to such Additional Parity Bonds, being on a parity with the lien of the Series 2015 A Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2015 A Bonds and the interest thereon in this Ordinance or upon the System or any part thereof.

Section 6.08. Additional Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable.

No such Additional Parity Bonds (as hereinafter defined) shall be issued except for the purposes of financing the costs of the design, acquisition and construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds or Additional Parity Bonds, or to pay claims which may exist against the revenues or facilities of the System or all of such purposes.

So long as the Series 2015 A Bonds are Outstanding, no such Additional Parity Bonds shall be issued at any time, however, unless and until there has been procured a written statement by an Independent Certified Public Accountant, reciting the conclusion that the Net Revenues actually derived from the System during any 12 consecutive months within the 18 months immediately preceding the date of the actual issuance of such Additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 2 Fiscal Years immediately following the Fiscal Year in which such Additional Parity Bonds are issued, if any, shall not be less than 115% of the Maximum Annual Debt Service on the following:

- (1) The Bonds then Outstanding;
- (2) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in the Prior Ordinances and this Ordinance then Outstanding; and
- (3) The Additional Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues" as that term is used in the computation provided in the above paragraph, shall include increased Net Revenues estimated to be derived from the improvements to be financed by such Additional Parity Bonds, if any, and any change in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) or such rates have been approved by the Public Service Commission of West Virginia (without successful appeal), prior to the date of delivery of such Additional Parity Bonds, whether or not such approved rates are being charged and collected by the Issuer.

The term "Additional Parity Bonds," as used in this section, shall be deemed to mean additional Bonds issued under the provisions and within the limitations of this section, payable from the Net Revenues of the System on a parity with the Bonds. All covenants and other provisions of this Ordinance (except as to details of such Additional Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Additional Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond of one series over any other Bond of the same series. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Ordinance required for and on account of such Additional Parity Bonds, in addition to the payments required for the Bonds theretofore issued pursuant to this Ordinance.

Additional Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from the revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to the lien on and source of and security for payment from such revenues, with the Bonds.

No Additional Parity Bonds shall be issued any time, however, unless all the payments into the respective funds and accounts provided for in this Ordinance and the Prior Ordinances with respect to the Bonds then Outstanding, and any other payments provided for in this Ordinance and the Prior Ordinances, shall have been made in full as required to the date of issuance of such Additional Parity Bonds, and the Issuer shall then be in full compliance with all the covenants, agreements and terms of this Ordinance and the Prior Ordinances.

Provided, however, that if the audit by an Independent Certified Public Accountant for the Issuer for the Fiscal Year immediately preceeding the proposed issuance of Additional Parity Bonds states that the Issuer was not in compliance with the rate covenant in Section 6.04 hereof for the year being audited and the Issuer has, as required by Section 6.04 hereof, enacted a rate ordinance seeking a rate increase sufficient to comply with Section 6.04 hereof, such statement in the most recent audit shall not be considered a violation of the covenants, agreements and terms of this Ordinance, so as to prevent the Issuer from issuing Additional Parity Bonds under this Section 6.08.

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Series 2015 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance and bonds and workers' compensation coverage with a reputable insurance carrier or carriers or bonding company or companies rated at least "A" by Standard & Poor's Corporation covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the original cost thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damages or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk

insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

B. PUBLIC LIABILITY INSURANCE, with limits of not less than is customarily carried by municipalities of equivalent size with respect to works and properties similar to the System to protect the Issuer from claims for bodily injury and/or death and from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System, provided that, the Issuer, with provision for reasonable reserves, participate in a captive insurance company or participate in an insurance pool for municipalities and other political subdivisions.

If the Issuer determines in good faith that any required insurance is not commercially available at a reasonable cost with reasonable terms, it shall engage an insurance consultant to verify the determination and to make recommendations regarding the types, amounts and provisions of any such insurance that should be purchased or funded by the Issuer, taking into consideration the costs and practices of other municipal water and sewer systems of similar size and type in the State to the extent that such information is available. The Issuer may, upon resolution adopted in good faith and upon the recommendations of the insurance consultant, adopt alternate or supplemental risk management programs which the Issuer determines to be reasonable, including the right to self-insure, participate in captive insurance companies and participate in an insurance pool for municipalities and other political subdivisions

C. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Issuer and such payment bonds will be filed with the Clerk of the County Commission of Cabell County prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

D. FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

F. FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer or the Governing Body having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract.

The Issuer shall also require all contractors engaged in the construction of the Project to carry such workers' compensation coverage for all employees working on the Project and public liability

insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project.

Section 6.10. Services Rendered to the Issuer. The Issuer will not render or cause to be rendered any free services of any nature by its System; and, in the event the Issuer or any department, agency, instrumentality, officer or employee thereof shall avail himself of the facilities or services provided by the System or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 6.11. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, all delinquent rates, rentals and other charges, if not paid, shall become a lien on the premises served by the System. The Issuer further covenants and agree that it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services and facilities of the System to all delinquent users of services and facilities of the System and will not restore such services of the System until all billing for charges for the services and facilities of the System, including penalties and reconnect fees, have been fully paid, or a payment agreement in compliance with the West Virginia Public Service Commission regulations has been entered.

Section 6.12. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of any franchise or permit to any person, firm, corporation or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.13. Books and Records. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Series 2015 A Bond, shall have the right at all reasonable times to inspect the System, and all parts thereof, and all records, accounts and data of the Issuer relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles, to the extent allowable under and in accordance with the rules and regulations of the Public Service Commission of West Virginia and the Act. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner, on the forms, in the books and along with other bookkeeping records as prescribed by the Issuer. The Issuer shall prescribe and institute the manner by which subsidiary records of the accounting system which may

be installed remote from the direct supervision of the Issuer shall be reported to such agent of the Issuer as it shall direct.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be completely audited by an Independent Accountant, shall mail upon request, and make available generally, the report of said Independent Certified Public Accountant, or a summary thereof, to any Holder or Holders of Series 2015 A Bonds issued pursuant to this Ordinance.

Section 6.14. Operating Budget. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, or at such earlier date required by the charter of the Issuer, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The Issuer shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Original Purchaser and to any Bondholder or anyone acting for and in behalf of such Bondholder who requests the same.

Section 6.15. Mandatory Connections. The mandatory use of the sewerage portion of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer, and in order to assure the rendering harmless of sewage and waterborne waste matter produced or arising within the territory served by the sewerage portion of the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the sewerage portion of the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building and every such owner, tenant or occupant shall, after a 30 day notice of the availability of sewerage services of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or waterborne waste matter and which is not so connected with the sewerage portion of the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the residents of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 6.16. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2015 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon the issuance of the Series 2015 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 6.17. Covenants Regarding the Municipal Bond Insurance Policy. The Issuer may obtain a Municipal Bond Insurance Policy for the Series 2015 A Bonds. In the event such Municipal Bond Insurance Policy is obtained, certain additional covenants of the Issuer will be required by the Bond Insurer as a condition to insuring the Series 2015 A Bonds. These additional covenants shall be set forth in full in the Supplemental Resolution, shall apply to the Series 2015 A Bonds and any other Bonds which may be insured by such Bond Insurer, and shall be controlling in the event any other provisions of this Ordinance may be in conflict therewith.

Section 6.18. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2015 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2015 A Bonds during the term thereof is, under the terms of the Series 2015 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2015 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2015 A Bonds during the term thereof is, under the terms of the Series 2015 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2015 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2015 A Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related, all of the foregoing to be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2015 A Bonds or \$5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2015 A Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2015 A Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2015 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion. .

Section 6.19 Preliminary Official Statement; Official Statement. The distribution of the Preliminary Official Statement with respect to the Series 2015 A Bonds shall be and the same is hereby approved. The form of the Preliminary Official Statement shall be in such form as may be approved by the Supplemental Resolution. The Mayor is hereby authorized and directed to execute and deliver a final official statement on behalf of the Issuer, which shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2015 A Bonds and as the Mayor may approve (the “Official Statement”). The execution of the Official Statement by the Mayor shall be conclusive evidence of such

approval. Copies of the Official Statement are hereby authorized to be prepared and furnished to the Original Purchaser for distribution.

## ARTICLE VII

### DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following events shall constitute an “Event of Default” with respect to the Series 2015 A Bonds:

(A) If default occurs in the due and punctual payment of the principal of or interest on any Bond;

(B) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part in this Ordinance or any Supplemental Resolution or in the Series 2015 A Bonds contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Bondholder or any Insurer; or

(C) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(D) If default occurs with respect to the Prior Bonds or the Prior Ordinances.

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Bondholder (with the prior written consent of the applicable Bond Insurer, if any) or any Bond Insurer may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his rights and, in particular:

(A) Bring suit for any unpaid principal or interest then due;

(B) By mandamus or other appropriate proceeding enforce all rights of the Bondholders, including the right to require the Issuer to perform its duties under the Act and this Ordinance;

(C) Bring suit upon the Series 2015 A Bonds, as applicable;

(D) By action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Bondholders; and

(E) By action or bill in equity enjoin any acts in violation of this Ordinance or the rights of the Bondholders.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and

shall be in addition to any other remedy given to the Bondholders hereunder or now or hereafter existing at law or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Bondholders shall be made without the prior written consent of the applicable Bond Insurer, if any, or shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 7.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Bondholder or any Bond Insurer shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of and interest on the Series 2015 A Bonds, and the Prior Bonds, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the System and to apply such rates, rentals, fees, charges or other Revenues in conformity with the provisions of this Ordinance and the Act.

The receiver so appointed shall forthwith, directly or by his agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate, maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might do.

Whenever all that is due upon the Series 2015 A Bonds issued pursuant to this Ordinance and interest thereon and under any covenants of this Ordinance for reserve, sinking or other funds and accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the Revenues of the System shall have been paid and made good, and all defaults under the provisions of this Ordinance shall have been cured and made good, and all monies due hereunder or under any Supplemental Resolution have been paid in full, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Bondholder shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and the Holders of the Series 2015 A Bonds issued pursuant to this Ordinance. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the System, for

the sole purpose of the protection of both the Issuer and the Bondholders, and the curing and making good of any default under the provisions of this Ordinance, and the title to and ownership of said System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any assets of the System.

Notwithstanding any other provision of this Ordinance, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Ordinance, any trustee or Bondholder's committee shall consider the effect on the Bondholders as if no Municipal Bond Insurance Policy were then in effect.

Section 7.04. Restoration of Issuer and Bondholder. In case any Bondholder shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and such Bondholder shall be restored to their former positions and rights hereunder, and all rights and remedies of such Bondholder shall continue as if no such proceedings had been taken.

## ARTICLE VIII

### REGISTRAR AND PAYING AGENT

Section 8.01. Appointment of Registrar. The Registrar for the Series 2015 A Bonds shall be appointed pursuant to the Supplemental Resolution. The Issuer is hereby authorized and directed to enter into an agreement with the Registrar, the substantial form of which agreement is to be approved by Supplemental Resolution.

Section 8.02. Responsibilities of Registrar. The recitals of fact in the Bonds shall be taken as statements of the Issuer, and the Registrar shall not be responsible for their accuracy. The Registrar shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Series 2015 A Bonds by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication and Registration on the Series 2015 A Bonds. The Registrar and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Ordinance and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01 hereof.

Section 8.03. Evidence on Which Registrar May Act. Except as otherwise provided by Section 10.02 hereof, the Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Whenever the Registrar shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion the Registrar may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Registrar from time to time reasonable compensation for all services, including the transfer of registration of Series 2015

A Bonds, the first exchange of Series 2015 A Bonds and the exchange of Series 2015 A Bonds in the event of partial redemption, incurred in the performance of its duties hereunder.

Section 8.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2015 A Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or effect or aid in any reorganization growing out of the enforcement of the Series 2015 A Bonds, or this Ordinance, whether or not any such committee shall represent the Holders of a majority in principal amount of the Series 2015 A Bonds Outstanding.

Section 8.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Ordinance by giving not less than 60 days' written notice to the Issuer and publishing in an Authorized Newspaper notice (or mailing such notice to each Bondholder in the event all Bonds are fully registered), specifying the date when such resignation shall take effect, within 20 days after the giving of such written notice. A copy of such notice shall also be mailed to each owner of a fully registered Bond or a coupon Bond registered as to principal (other than to bearer). Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or bondholders, in which event such resignation shall take effect immediately, provided that in no event shall such resignation take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 8.07. Removal. The Registrar may be removed at any time by the Issuer, the applicable Bond Insurer or by the Holders of a majority in principal amount of the Series 2015 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the Issuer, the applicable Bond Insurer or by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar. Such removal shall take effect upon the date stated in such instrument, provided that in no event shall such removal take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 8.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Holders of a majority in principal amount of the Series 2015 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Bondholders. The Issuer shall mail to each Bondholder notice of any such appointment within 20 days after the effective date of such appointment. Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Bondholders. If in a proper case no appointment of a successor Registrar shall be made within 45 days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust

company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

Section 8.09. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any monies, books and records held by it to its successor.

Section 8.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 8.08 hereof.

Section 8.11. Adoption of Authentication. In case any of the Series 2015 A Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Bonds so authenticated, and, in case any Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in its own name.

Section 8.12. Paying Agent. The Bond Commission shall initially serve as Paying Agent. Any alternate Paying Agent must be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance. Such alternate Paying Agent shall signify its acceptance of the duties and obligations imposed upon it pursuant hereto by executing and delivering to the Issuer a written acceptance thereof. Any successor Paying Agent shall take such actions as may be necessary to ensure that the Series 2015 A Bonds shall be and remain DTC-Eligible.

Each Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by such Paying Agent in connection with such services solely from monies available therefor.

Any bank, trust company or national banking association with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Ordinance. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, within 30 days thereafter, appoint a bank, trust company or national banking association located in the same city as such Paying Agent to fill such vacancy; provided, however, that, if the Issuer shall fail to appoint such Paying Agent within said period, the Bond Commission, a court of competent jurisdiction or a majority of the Bondholders may make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in this Article VIII with respect to the Registrar, insofar as such provisions may be applicable.

Notice of the appointment of successor or additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 8.08 hereof with respect to the appointment of a successor Registrar.

All monies received by the Paying Agents shall, until used or applied as provided in this Ordinance, be held in trust for the purposes for which they were received.

## ARTICLE IX

### DEFEASANCE; DISCHARGE OF PLEDGE OF ORDINANCE

Section 9.01. Defeasance; Discharge of Pledge of Ordinance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 2015 A Bonds the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, and all other monies due hereunder have been paid, then this Ordinance and the pledges of the Net Revenues and other monies and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Holders of the Series 2015 A Bonds made hereunder, as applicable, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds for the payment of which either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with the monies, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section 9.01. All Series 2015 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Bond Commission or an escrow trustee either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with the monies, if any, deposited with the Bond Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Bonds on and prior to the maturity date thereof, or if the Issuer irrevocably determines to redeem any of said Bonds prior to the maturity thereof, on and prior to said Redemption Date. Neither securities nor monies deposited with the Bond Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Bond Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal of and redemption premium, if any, and interest to become due on said Bonds on and prior to such maturity or Redemption Dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Bond Commission or said escrow trustee, free and clear of any trust, lien or pledge.

## ARTICLE X

### MISCELLANEOUS

Section 10.01. Amendment of Ordinance. Prior to issuance of the Series 2015 A Bonds, this Ordinance may be amended, modified or supplemented in any way by the Supplemental Resolution.

All provisions required by the Bond Insurer, if any, shall be set forth in the Supplemental Resolution and to the extent they constitute an amendment or modification of this Ordinance, shall be controlling. Following issuance of the Series 2015 A Bonds, this Ordinance and any Supplemental Resolution may, without the consent of any Bondholder or other person, be amended, modified or supplemented in any manner which, in the opinion of Bond Counsel, does not materially adversely affect the interests of the Bondholders or any Bond Insurer, provided that, in the event any of the Bonds are insured, no such amendment or modification which affects the rights of the applicable Bond Insurer, if any, for such Bonds may be made without the written consent of such Bond Insurer. Otherwise, no materially adverse amendment or modification to this Ordinance, or of any Supplemental Resolution, may be made without the written consent of the Holders of 51% in aggregate principal amount of the Series 2015 A Bonds then Outstanding and affected thereby and the Bond Insurer, which must be filed with the Clerk of the Issuer before any such modification or amendment may be made. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of payment of the principal of or interest on, any Bond without the express written consent of the Holder of such Bond, nor reduce the percentage of Series 2015 A Bonds required for consent to any such modification or amendment.

Section 10.02. Evidence of Signatures of Bondholders and Ownership of Bonds. Any request, consent, revocation of consent or other instrument which this Ordinance may require or permit to be signed and executed by Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys duly authorized in writing. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney, shall be sufficient for any purpose of this Ordinance if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Bondholder or his attorney of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, a trust company or a financial firm or corporation satisfactory to the Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed, and is attested by a person purporting to be its secretary or assistant secretary.

C. The amount of fully registered Series 2015 A Bonds held by a person executing any instrument as a Bondholder, the date of his holding such Series 2015 A Bonds and the numbers and other identification thereof, shall be confirmed by the Bond Register.

Any request, consent or other instrument executed by the Holder of any Bond shall bind all future Holders and owners of such Bond in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 10.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Ordinance shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Bondholder, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Ordinance shall be discharged as provided in Section 9.01 hereof.

Section 10.04. Cancellation of Bonds. All Series 2015 A Bonds purchased or paid shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. No such Bonds shall be deemed Outstanding under this Ordinance and no Series 2015 A Bonds shall be issued in lieu thereof. All such Bonds shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Bonds. Anything in this Ordinance to the contrary notwithstanding, any monies held by the Bond Commission or a Paying Agent in trust for the payment and discharge of any of the Series 2015 A Bonds which remain unclaimed for two years after the date on which such Bonds have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Bond Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Bond Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Holders of such Bonds shall look only to the Issuer for the payment of such Bonds; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Bond Commission, or said Paying Agent shall send to the Holder, at the address listed on the Bond Register, by certified mail, a notice that such monies remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such monies then unclaimed will be returned to the Issuer.

Section 10.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Depository Bank, the Original Purchaser or the Bond Insurer, if any, shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

ISSUER

The City of Huntington  
P. O. Box 1659  
1217 Adams Avenue  
Huntington, West Virginia 25717  
Attention: Mayor

REGISTRAR

[Name(s) and address(s) to be set forth in Supplemental Resolution]

PAYING AGENT

West Virginia Municipal Bond Commission  
900 Pennsylvania Avenue, Suite 1117

Charleston, West Virginia 25302

Attn: Executive Director

DEPOSITORY BANK

[Name(s) and address(s) to be set forth in Supplemental Resolution]

ORIGINAL PURCHASER

[Name(s) and address(s) to be set forth in Supplemental Resolution]

BOND INSURER

[Name(s) and address(es) to be set forth in the Supplemental Resolution]

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 10.07. No Personal Liability. No member of the Council, other elected officials of the Issuer or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any Bond, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Ordinance.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Ordinance and of all Series 2015 A Bonds issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent, the Holders of the Series 2015 A Bonds, the applicable Bond Insurer, if any, and the Original Purchaser, any right, remedy or claim under or by reason of this Ordinance. All the covenants, stipulations, promises and agreements contained in this Ordinance by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, the Holders of the Series 2015 A Bonds, the Bond Insurer, if any, and the Original Purchaser.

Section 10.10. Reserved

Section 10.11. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance.

Section 10.12. Table of Contents and Headlines. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 10.13. Conflicting Provisions Repealed. All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, provided however, that the Prior Ordinances shall remain in full force and effect so long as any of the Prior Bonds are Outstanding.

Section 10.14.     Procedure on Enactment of Ordinance; Public Hearing. Upon adoption of this Ordinance, the Clerk is hereby authorized and directed to have an abstract of this Ordinance, which abstract has been determined by the Council of the Issuer to contain sufficient information to give notice of the contents of such Ordinance, published once each week for 2 successive weeks, with not less than six full days between each publication, the first such publication to be not less than 10 days before the date stated below for the public hearing, in *The Herald Dispatch*, a newspaper published and having a general circulation in The City of Huntington, together with a notice to all persons concerned, stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2015 A Bonds described in this Ordinance and that any person interested may appear before the Council at the public hearing to be had at a public meeting of Council on the 22nd day of December, 2014, at 7:00 p.m., in the Council Chambers of the City Hall, Huntington and present protests, and that a certified copy of this Ordinance is on file with the City Clerk for review by interested parties during the office hours of the City Clerk. At such hearing all protests and suggestions shall be heard by the Council and it shall then take such action as it shall deem proper in the premises.

[Remainder of Page Intentionally Blank]

Section 10.15. Effective Date. This Ordinance shall become effective following public hearing hereon in accordance with the Act.

First Reading: January 26, 2015

Second Reading: February 9, 2015

Effective following  
Public Hearing held on: February 23, 2015

THE CITY OF HUNTINGTON



Mayor

CERTIFICATION

Certified a true, correct and complete copy of an Ordinance duly enacted by the City Council of THE CITY OF HUNTINGTON at a regular meeting of the City Council held on February 23, 2015, pursuant to proper notice, at which meeting a quorum was present and acting throughout, and which Ordinance was enacted following a public hearing thereon, notice of which public hearing was published once a week for two successive weeks in a newspaper having a general circulation in the City of Huntington, the first publication having been not less than 10 days prior to such public hearing

Dated: March 26, 2015.

[SEAL]

  
Barbara Miller  
City Clerk

**EXHIBIT A – FORM OF SERIES 2015 A BONDS**

[DTC Legend]

No. AR- \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

INTEREST RATE:      MATURITY DATE:      BOND DATE:      CUSIP:  
\_\_\_\_\_ %      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT:      \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the “Issuer”), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the “Registered Owner”), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on \_\_\_\_\_ 1 and \_\_\_\_\_ 1, in each year, beginning \_\_\_\_\_ 1, 20\_\_ (each an “Interest Payment Date”), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the “Paying Agent”), to the Registered Owner hereof as of the applicable Record

Date (each \_\_\_\_\_ 15 and \_\_\_\_\_ 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by \_\_\_\_\_, \_\_\_\_\_, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$ \_\_\_\_\_ designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated \_\_\_\_\_, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a reserve account for the Series 2015 A Bonds, and (iii) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on \_\_\_\_\_, 2015, and supplemented by a supplemental resolution adopted by said Council on \_\_\_\_\_, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**[The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by [Bond Insurer].]**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");
- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");

- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE “SERIES 2000 A BONDS”);
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE “SERIES 2007 BONDS”);
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE “SERIES 2010 A BONDS”);
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE “SERIES 2010 B BONDS”), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE “SERIES 2013 A BONDS”), (COLLECTIVELY, THE “PRIOR BONDS”).

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after \_\_\_\_\_, 20\_\_\_\_, are subject to redemption prior to maturity at the option of the Issuer on or after \_\_\_\_\_, 20\_\_\_\_, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at the following Redemption Prices (expressed as percentages of the principal amount of Bonds to be redeemed), plus interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed (Dates Inclusive)	Redemption Price
_____	_____

(B) Mandatory Sinking Fund Redemption. The Bonds maturing on \_\_\_\_\_, 20\_\_\_\_ and 20\_\_\_\_ are subject to annual mandatory sinking fund redemption prior to maturity by random selection as may be determined by the Registrar, on \_\_\_\_\_ 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing \_\_\_\_\_ 1, 20

\_\_\_\_\_ Year ( 1) \_\_\_\_\_ Principal Amount

Bonds Maturing \_\_\_\_\_ 1, 20

\_\_\_\_\_ Year ( 1) \_\_\_\_\_ Principal Amount

\_\_\_\_\_  
\* Final Maturity

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Paying Agent on behalf of the Issuer by mailing an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Paying Agent to the Registrar. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the

Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance, and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

[Manual or facsimile signature]  
Mayor

ATTEST:

[Manual or facsimile signature]  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: \_\_\_\_\_, 2015.

\_\_\_\_\_,  
As Registrar

By \_\_\_\_\_  
Its Authorized Officer

**[STATEMENT OF INSURANCE**

If obtained]

**[Bond Insurance Legend]]**

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

---

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

---

SIGNATURE GUARANTEED:

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(Bank, Trust Company or Firm)

---

(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SUPPLEMENTAL PARAMETERS RESOLUTION

SUPPLEMENTAL RESOLUTION AUTHORIZING AND APPROVING CERTAIN PARAMETERS AS TO DATES, AMOUNTS, MATURITIES, INTEREST RATES, REDEMPTION PROVISIONS, PURCHASE PRICE AND OTHER DETAILS AS TO THE SEWER REVENUE BONDS, SERIES 2015 A (TAX-EXEMPT) OF THE CITY OF HUNTINGTON; AUTHORIZING AND APPROVING A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT, A REGISTRAR AGREEMENT, A PRELIMINARY OFFICIAL STATEMENT; AN OFFICIAL STATEMENT, A CERTIFICATE OF DETERMINATIONS AND OTHER INSTRUMENTS RELATING TO THE BONDS; APPOINTING A REGISTRAR, PAYING AGENT, AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the City Council (the "Governing Body") of The City of Huntington (the "Issuer" or "Governmental Agency") has duly and officially adopted and enacted a bond ordinance, effective February 23, 2015 (the "Bond Ordinance"), entitled:

AN ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING SEWER OF THE CITY OF HUNTINGTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$6,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2015 A (TAX EXEMPT); PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; AND ENACTING OTHER PROVISIONS WITH RESPECT TO SUCH BONDS.

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Ordinance when used herein;

WHEREAS, the Issuer desires to supplement the Bond Ordinance through this Supplemental Resolution (collectively, the “Bond Legislation”);

WHEREAS, the Ordinance provided for the issuance by the Issuer of its Sewer Revenue Bonds, Series 2015 A (Tax-Exempt), in the aggregate principal amount of not more than \$6,500,000 (the “Series 2015 A Bonds”), for the purposes of paying a portion of the costs of acquisition and construction of additions, betterments and improvements to the System, capitalizing interest on the Series 2015 A Bonds, funding a reserve account for the Series 2015 A Bonds and paying costs of issuance thereof, all in accordance with Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the “Act”);

WHEREAS, the Ordinance further provided that the exact dates, amounts, maturities, interest rates, redemption provisions, purchase price and other terms of the Series 2015 A Bonds should be established by a supplemental resolution, that a Registrar, Paying Agent and Depository Bank be designated, that a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Registrar Agreement, a Preliminary Official Statement and an Official Statement be approved and that other matters pertaining to the Series 2015 A Bonds be provided for by a supplemental resolution of the Governing Body, that additional covenants and provisions relating to the Bonds be provided therein, and that other matters pertaining to the Series 2015 A Bonds be provided for by a supplemental resolution of this Governing Body and a certificate of determinations executed by the Mayor;

WHEREAS, the Series 2015 A Bonds are proposed to be purchased by Piper Jaffray and Co. (the “Original Purchaser”), pursuant to a Bond Purchase Agreement between the Original Purchaser and the Issuer, to be dated the date of execution thereof and in general form attached hereto and incorporated herein by reference (the “Bond Purchase Agreement”);

WHEREAS, there have been presented to this meeting the following documents to be executed in connection with the issuance and sale of the Series 2015 Bonds and incorporated by reference as a part hereof in substantially the forms presented to this meeting:

(1) The proposed form of a Credit Line Deed of Trust, Fixture Filing and Security Agreement, to be dated the Closing Date (the “Deed of Trust”) by the Issuer to the trustee named therein, for the benefit of the Purchaser, pursuant to which the Issuer has conveyed the Facilities in trust to the trustee, as security for the repayment of the Series 2015 Bonds to the Purchaser;

(2) The proposed form of the Agreement and Lease;

(3) The proposed form of a Lease Assignment, to be dated the Closing Date (the “Assignment”), by the Issuer to the Purchaser, pursuant to which the Issuer has assigned the Lease and rentals thereunder to the Purchaser; and

(4) The proposed form of the Series 2015 Bonds as set forth in this Ordinance;

WHEREAS, it appears that each of the documents, instruments and agreements referred to above is in appropriate form and is necessary and advisable in connection with exercising the powers of the Issuer as provided in the Act and otherwise is appropriate for the purposes intended;

WHEREAS, the Governing Body wishes to delegate to the Mayor the authority to approve, within the parameters set forth herein and in the Ordinance, the final terms of the Bonds and all provisions of all documents relating to the Series 2015 A Bonds (the "Bond Documents"), without the requirement of further official action by this Governing Body; and

WHEREAS, the Governing Body deems it essential and desirable that this Supplemental Resolution be adopted, that the Bond Purchase Agreement, the Continuing Disclosure Agreement and the Registrar Agreement hereinafter provided for be entered into by the Issuer, that the Preliminary Official Statement and Official Statement relating to the Series 2015 A Bonds, hereinafter described, be approved, that the Issuer's Mayor be authorized to execute the Certificate of Determinations and enter into the Bond Purchase Agreement, all within the parameters hereby approved by the Governing Body, and that other matters relating to the Series 2015 A Bonds be herein provided for, all in accordance with said Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HUNTINGTON:

Section 1. Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Series 2015 A Bonds. The Series 2015 A Bonds shall be issued in the aggregate principal amount not to exceed \$6,500,000, bear interest at a true interest rate not to exceed 8.0% payable semiannually, shall mature in not more than 30 years from the date of issue, shall be dated such date, upon original issuance, shall mature in such principal amounts on such dates, and shall be subject to such redemption provisions, all as shall subsequently be approved by the Mayor pursuant to his execution of the Certificate of Determinations and the Series 2015 A Bonds shall be substantially in the form set forth in the Ordinance, provided however, that the specific terms of the Series 2015 A Bonds shall be as determined by the Mayor at the time of the execution of the Bond Purchase Agreement and as approved by the Mayor in the Certificate of Determinations attached hereto as EXHIBIT A. All other provisions relating to the Series 2015 A Bonds shall be as provided in the Ordinance.

Section 2. The Bond Purchase Agreement by and between the Original Purchaser and the Issuer, substantially in the form submitted to this meeting, and the execution and delivery (in multiple counterparts) by the Mayor thereof shall be and the same are hereby authorized, approved, and directed. The Mayor shall execute the Bond Purchase Agreement on behalf of the Issuer with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Bond Purchase Agreement by the Mayor shall be conclusive evidence of any approval required by this Section, and authorization of any action required by the Bond Purchase Agreement relating to the issuance and sale of the Series 2015 A Bonds, including the payment of all necessary fees and expenses in connection therewith.

Section 3. The Continuing Disclosure Agreement by and between the Issuer and the Dissemination Agent, to be dated as of the date of delivery of the Series 2015 A Bonds, substantially in the form submitted to this meeting, and the execution and delivery (in multiple counterparts) by the Mayor thereof shall be and the same are hereby authorized, approved and directed. The Mayor shall execute and deliver the Continuing Disclosure Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Continuing Disclosure Agreement by the Mayor shall be conclusive evidence of any approval required by this Section. United Bank, Inc. is hereby appointed as dissemination agent under the Continuing Disclosure Agreement.

Section 4. The Preliminary Official Statement to be substantially in the form attached hereto (with such changes, insertions and omissions as may be necessary or advisable in the opinion of the Mayor), and the distribution of counterparts or copies thereof by the Original Purchaser are hereby approved. The Mayor shall execute and deliver the Official Statement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Official Statement by the Mayor shall be conclusive evidence of any approval required by this Section. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Mayor is hereby ratified and approved.

Section 5. The Registrar Agreement by and between the Issuer and the Registrar designated herein, to be dated as of the date of delivery of the Series 2015 A Bonds, substantially in the form submitted to this meeting, shall be and the same is hereby approved. The Mayor shall execute and deliver the Registrar Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Registrar Agreement by the Mayor shall be conclusive evidence of any approval required by this Section.

Section 6. The firm of Steptoe & Johnson PLLC, Charleston, West Virginia, is hereby appointed bond counsel to the Issuer in connection with the issuance of the Series 2015 A Bonds.

Section 7. The Issuer does hereby appoint and designate United Bank, Inc., Charleston, West Virginia for the purpose of serving in the capacity of Registrar.

Section 8. The Issuer does hereby appoint and designate United Bank, Inc., Charleston, West Virginia for the purpose of serving in the capacity of Registrar and depository agent responsible for disbursement of the costs of issuance of the Series 2015 A Bonds.

Section 9. The Issuer does hereby appoint and designate United Bank, Huntington, West Virginia as the Depository Bank.

Section 10. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission for the purpose of serving in the capacity of Paying Agent.

Section 11. The notice addresses for the Registrar, Paying Agent and Original Purchaser shall be as follows:

REGISTRAR

United Bank, Inc.  
500 Virginia Street, East  
Charleston, West Virginia 25301  
Attention: Trust Department

PAYING AGENT

West Virginia Municipal Bond Commission  
900 Pennsylvania Avenue, Suite 117  
Charleston, West Virginia 25302  
Attention: Executive Director

ORIGINAL PURCHASER

Piper Jaffray & Co.  
405 Capitol Street  
Charleston, West Virginia 25301  
Attention: Public Finance

Section 12. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates, including a tax and arbitrage certificate, required or desirable in connection with the Series 2015 A Bonds issue to the end that the Series 2015 A Bonds may be delivered as provided in the Bond Purchase Agreement.

Section 13. The Sanitary Board is hereby authorized to approve invoices and requests for payment for the Project.

Section 14. The Sanitary Board is hereby authorized to approve a sweep resolution providing for the electronic transfer of the bond debt service and reserve fund payments to the West Virginia Municipal Bond Commission.

Section 15. The Issuer may apply for one or more insurance policies for the Series 2015 A Bonds. In the event insurance policies are obtained, additional covenants and provisions of the Issuer may be required by the insurance company as a condition to insuring the Series 2015 A Bonds. These additional covenants and provisions shall be set forth in a Certificate of Determinations, shall apply to the Series 2015 A Bonds, and shall be controlling in the event any other provisions of the Bond Ordinance and the Supplemental Parameters Resolution may be in conflict therewith.

Section 16. The Continuing Disclosure Policies and Procedures attached hereto as Exhibit B is hereby approved.

Section 17. The Tax Compliance Policy attached hereto as Exhibit C is hereby approved.

Section 18. The financing of the project with proceeds of the Series 2015 A Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

[Remainder of Page Intentionally Blank]

Section 19. This Supplemental Resolution shall be effective immediately.

Adopted this 9th day of March, 2015.

THE CITY OF HUNTINGTON

By: \_\_\_\_\_  
Its: Mayor

A handwritten signature in blue ink, appearing to read "Steve Tullin", is written over a horizontal line.

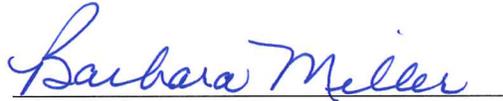
[SEAL]

CERTIFICATION

Certified a true, correct and complete copy of a Supplemental Resolution duly adopted by the Council of THE CITY OF HUNTINGTON on the 9th day of March, 2015.

Dated: March 26, 2015

[SEAL]

  
City Clerk

**EXHIBIT A**

**FORM OF CERTIFICATE OF DETERMINATIONS**

The City of Huntington  
Sewer Revenue Bonds, Series 2015 A

CERTIFICATE OF DETERMINATIONS

The undersigned, \_\_\_\_\_, Mayor of The City of Huntington (the "Issuer"), in accordance with the Supplemental Parameters Resolution adopted by the Council of the Issuer on \_\_\_\_\_, 2015 (the "Supplemental Parameters Resolution"), with respect to the Issuer's Sewer Revenue Bonds, Series 2015 (the "Series 2015 A Bonds"), hereby finds and determines this \_\_\_\_\_ day of \_\_\_\_\_, 2015 as follows:

1. The Series 2015 A Bonds shall be dated the date of closing thereon (estimated to be \_\_\_\_\_, 2015) and shall bear interest on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_, 2015.

2. The Series 2015 A Bonds shall be issued in the aggregate principal amount of \$ \_\_\_\_\_, at a true interest cost of \_\_\_\_%. Such interest rates do not exceed \_\_\_\_\_%, being the maximum interest rate authorized by the Supplemental Parameters Resolution.

3. The Series 2015 A Bonds shall mature in the amounts and on the dates and shall be subject to mandatory sinking fund redemption in the amounts and on the dates set forth on Schedule 1 attached hereto and incorporated herein.

4. The Series 2015 A Bonds shall bear interest at the rates and produce the yields set forth on Schedule 1 attached hereto and incorporated herein.

5. The Series 2015 A Bonds shall be subject to optional and mandatory redemption as set forth on Schedule 2 attached hereto and incorporated herein.

6. The Series 2015 A Bonds shall be sold to Piper Jaffray & Co., (the "Underwriter"), pursuant to the terms of the Bond Purchase Agreement by and between the Underwriter and the Issuer, at an aggregate purchase price of \$ \_\_\_\_\_ (representing par value less an Underwriter's discount of \$ \_\_\_\_\_ and a net original issue discount of \$ \_\_\_\_\_).

7. The substantial forms of the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Registrar Agreement and Official Statement attached hereto are hereby approved.

[8. The \_\_\_\_\_ Municipal Bond Debt Service Reserve Insurance Commitment effective \_\_\_\_\_, 2015, including the attachments thereto, attached hereto as Exhibit A, is hereby approved and all covenants, representations and agreements therein are hereby incorporated into the Bond Legislation as a part thereof.

9. The \_\_\_\_\_ Municipal Bond Insurance Commitment effective \_\_\_\_\_,

2015, including the attachments thereto, attached hereto as Exhibit B, is hereby approved and all conenants, representations and agreements therein are hereby incorporated into the Bond Legislation as a part thereof.]

The undersigned hereby certifies that the foregoing terms and conditions of the Series 2015 A Bonds are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2015 A Bonds may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

[Remainder of Page Intentionally Blank]

WITNESS my signature the day and year first written above.

THE CITY OF HUNTINGTON

By: \_\_\_\_\_  
Its: Mayor

Schedule 1

SERIES 2015 A BOND TERMS

Mandatory Sinking Fund Redemption and Maturity

<u>Bond No.</u>	<u>Maturity Date or Sinking Fund (_____ 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP No.</u>
AR-1	_____ 1	\$_____	_____ %	_____ %	_____

Schedule 2

Redemption Provisions:

**Optional Redemption**

The Series 2015 A Bonds maturing on or after \_\_\_\_\_, 20\_\_\_\_, are subject to redemption on or after \_\_\_\_\_, 20\_\_\_\_, at the option of the Governing Body, in whole at any time or in part on any interest payment date, from any moneys available for such purpose, at the applicable Redemption Price (expressed as a percentage of principal amount to be so redeemed) set forth in the table below, plus interest, if any, accrued to the date fixed for redemption:

<b>Redemption Period</b>	<b>Redemption Price</b>
_____, 20____ and thereafter	100%

In the event of such optional redemption, the Governing Body may direct the maturity or maturities of the Bonds and the amounts thereof to be redeemed, provided that the Bonds will be redeemed in whole multiples of \$5,000 in principal amount and in the minimum principal amount of \$50,000.

Certificate of Determinations  
[EXHIBIT A - Municipal Bond Debt Service Reserve Insurance - IF ANY]

Certificate of Determinations  
[EXHIBIT B - Municipal Bond Insurance - IF ANY]

**EXHIBIT B**  
**CONTINUING DISCLOSURE POLICIES AND PROCEDURES**  
**FOR THE CITY OF HUNTINGTON, WEST VIRGINIA**

**Background**

Pursuant to SEC Rule 15c2-12 (the “Rule”), issuers of obligations are required under most circumstances to file financial and operating information on an annual basis with the Municipal Securities Rulemaking Board (MSRB) using the Electronic Municipal Market Access system (EMMA-<http://www.emma.msrb.org>). The City of Huntington, West Virginia (the “City”) has issued or may issue obligations which are covered by the Rule (the “Obligations”) and must comply with any required filings in a timely manner. These Policies and Procedures are intended to assure, for all Obligations of the City, that all filings required under the Rule are made timely and completely and meet all requirements of the Rule. The City has covenanted or will covenant to comply with the Rule through the execution and delivery of continuing disclosure agreements or certificates (each, a “Continuing Disclosure Undertaking”) applicable to each issue of Obligations.

With respect to the City, the Rule requires that an underwriter, prior to purchasing or selling an issue of obligations in connection with a covered offering, determine that the City has undertaken in writing, with respect to that issue of Obligations, to provide the following information to the MSRB using EMMA and to the appropriate state information depository (“SID”), if any:

- By a specified date, annual financial and operating information for the City substantially similar to the financial information and operating data presented in the official statement for such issue (an “Annual Information Filing”);
- By a specified date, if available, audited annual financial statements for the City (“Audited Financial Statements”) and, if not available by the date required, unaudited financial statements with Audited Financial Statements within 10 business days of their availability;
- In a timely manner within 10 business days of occurrence, notice of the occurrence of one or more of the listed events described in the Rule (a “Rule 15c2-12 Event Notice”); and
- In a timely manner, notice of a failure by the City to make the required Annual Information Filing and/or file the Audited Financial Statements on or before the date(s) specified in the Continuing Disclosure Undertaking (“Notice of Failure”).

**Note: There is no SID currently in the State of West Virginia. If the State of West Virginia should establish a SID, the City also will be required to file all required information with the SID.**

### **Responsible Party; Maintenance of List and Files**

The Responsible Party for the City shall be the Finance Director of the City and any alternate or assistant as the Finance Director shall appoint. The Responsible Party shall maintain a current list for each fiscal year identifying each issue of Obligations of the City outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Information Filings and the Audited Financial Statements are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Continuing Disclosure Undertakings.

### **Annual Information Filing Requirements**

The Responsible Party shall be knowledgeable and familiar with the provisions of each Continuing Disclosure Undertaking as to the type, format and content of the financial and operating information to be included in each Annual Information Filing to be made thereunder and the timing requirements for the filing thereof.

### **Audited Financial Statements**

Audited Financial Statements of the City are also required to be filed no later than the submission dates established under each Continuing Disclosure Undertaking. The Responsible Party shall be knowledgeable and familiar with the specific timing requirements for the filing of Audited Financial Statements and, if not available by the date(s) required, the provisions regarding the filing of unaudited financial statements under the terms of each Continuing Disclosure Undertaking. In any event, the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

### **Notices of Failures to File**

The Responsible Party shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to make Annual Information Filings and/or to file Audited Financial Statements by the date(s) required under the terms of each Continuing Disclosure Undertaking.

### **Preparation**

Approximately 90 days before the submission date for required filings established under each Continuing Disclosure Undertaking, the Responsible Party shall initiate the process of preparing the financial and operating information required to be submitted thereunder. The Responsible Party shall assemble the information available at that time and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

On or before the submission date established under each Continuing Disclosure Undertaking, the Responsible Party (either on its own behalf or through a dissemination agent which the City has engaged for such purpose) shall file the Annual Information Filing together with the Audited Financial Statements. If the Audited Financial Statements are not then available, unaudited financial information shall be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

The Responsible Party shall set calendar reminders in the City's recordkeeping systems.

### **Listed Events**

The Rule also requires filing of a Rule 15c2-12 Event Notice upon the occurrence of certain listed events described in the Continuing Disclosure Undertakings. Attached hereto is a description of the listed events current as of the date of execution of these Policies and Procedures, but the Responsible Party shall review the EMMA web site from time to time to determine whether there have been any changes to the listed events for which a Rule 15c2-12 Event Notice is required. The Responsible Party shall provide a Rule 15c2-12 Event Notice to the MSRB using EMMA within 10 business days of occurrence of any such listed event.

### **Familiarity with EMMA Submission Process**

The Responsible Party shall register with EMMA and review the on-line process of filing with EMMA located at [www.emma.msrb.org](http://www.emma.msrb.org) in order to submit the required information. If the City engages the services of a dissemination agent to make required filings hereunder, the Responsible Party shall not be required to register with EMMA. A tutorial is available at the MSRB website and a practice submission is available as well.

The Responsible Party also shall enroll the City in EMMA's reminder system, so long as such system is available, to ensure timely performance of their responsibilities and obligations.

### **Training Efforts**

To ensure adequate resources to comply with the Rule, the Responsible Party shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the City's filing requirements under its existing Continuing Disclosure Undertakings, the EMMA submission process and an understanding of the timing requirements necessary for full compliance. Such training may occur in conjunction with other issuers of governmental bonds and may be coordinated and/or sponsored by an association of which the City is a member (e.g. the West Virginia Rural Water Association or the West Virginia Chapter of the Government Finance Officers Association).

### **Coordination Effort**

The Responsible Party shall coordinate the preparation and submission of the required information with any dissemination agent which has been engaged by the City for such purpose to ensure full compliance with the requirements of the Rule and the Continuing Disclosure Undertakings.

**Records Retention**

The Responsible Party, or the dissemination agent at the direction of the Responsible Party, shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations of the City outstanding during each fiscal year.

Dated \_\_\_\_\_

\_\_\_\_\_  
Mayor

**EVENTS FOR WHICH  
RULE 15C2-12 EVENT NOTICES ARE REQUIRED  
(Current as of November 10, 2014)**

1. Principal and interest payment delinquencies.
2. Nonpayment-related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to rights of security holders, if material.
8. Bond calls, if material.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Tender offers.
13. Bankruptcy, insolvency, receivership or similar event of the City†.
14. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
15. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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†This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

**EXHIBIT C**  
**THE CITY OF HUNTINGTON**  
**TAX COMPLIANCE POLICIES**

**Purpose**

Governmental issuers of tax-exempt and tax-credit bonds must comply with certain federal tax rules pertaining to expenditure of proceeds for qualified costs, rate of expenditure, use of bond financed property, investment of proceeds in compliance with arbitrage rules, and retention of records. The following policies are intended to establish compliance by The City of Huntington (the “*Issuer*”), as the issuer, with these rules in connection with the issuance of the Issuer’s Sewer Revenue Bonds, Series 2015 A (Tax-Exempt) (the “*Tax-Exempt Bonds*”). It is understood and agreed by the Issuer, and the Issuer has covenanted to take all actions necessary to maintain the Tax-Exempt Bonds as tax-exempt state and local bonds.

**Tax Requirements Associated with Sale and Issuance of Bonds**

Review and retention of tax documents related to the sale and issuance of Bonds will be supervised by the Mayor or his designee (the “*Oversight Officer*”).

- Form 8038-G (tax exempt bonds) will be reviewed and filed not later than the 15<sup>th</sup> day of the 2<sup>nd</sup> calendar month following the quarter in which the bonds were issued. Filing of appropriate version or versions of Form 8038-G will be confirmed with bond counsel.

**Expenditure of Proceeds for Governmental Costs**

Expenditure of bond proceeds will be reviewed by the Oversight Officer.

- Bond proceeds will be disbursed pursuant to the Bond Ordinance, and will be a written order of an Authorized Officer, stating the date, amount and purpose of the disbursement.
- Requisitions must identify the financed property in conformity with the Tax and Non-Arbitrage Certificate executed by the Issuer at closing, including any certifications as to the character and average economic life of the bond-financed property.

- Requisitions for costs that were paid prior to the issuance of the bonds are, in general, limited to costs paid subsequent to, or not more than 60 days prior to, the date a “declaration of intent” to reimburse the costs was adopted by the Issuer. If proceeds are used for reimbursement, a copy of the declaration will be obtained and included in the records for the Tax-Exempt Bonds, if not already part of the bond transcript.
- Requisitions will be in accordance with expectations to spend or commit 5% of net sale proceeds within 6 months, to spend 85% of net sale proceeds within 3 years, and to proceed with due diligence to complete the project and fully spend the net sale proceeds. Expected expenditure schedules, project timelines, and plans and specifications will be maintained to support expectations. Reasons for failure to meet the expected schedule will be documented and retained in the records for the Tax-Exempt Bonds.
- If the 18-month spending exception to rebate applies, expenditure of gross proceeds will be monitored against the following schedule for the arbitrage rebate exception for the issue, if applicable:
  - 15% within 6 months
  - 60% within 12 months
  - 100% within 18 months
- If the 2-year spending exception to rebate applies, expenditure of “available construction proceeds” will be monitored against the following schedule for the arbitrage rebate exception for construction issues if applicable:
  - 10% within 6 months
  - 45% within 12 months
  - 75% within 18 months
  - 100% within 24 months

### **Expenditure of Proceeds**

In addition to the general review of expenditures described above, expenditure of proceeds of the Tax-Exempt Bonds will be reviewed by the Oversight Officer.

- Reserve funds cannot exceed the least of 10% of bond proceeds, maximum annual debt service, or 125% of average annual debt service. The initial funding of any reserve fund will be measured against this limit.
- Only a small portion (5%) of the proceeds of Tax-Exempt Bonds can be used for operating expenses or other “working capital” costs. Requisitions for costs of the

Project will accordingly be monitored to confirm that they are for capital costs of the Project.

- Investment earnings on sale proceeds of the Tax-Exempt Bonds will be tracked and will be requisitioned only for appropriate expenditures.

### **Use of Bond-Financed Property**

Use of bond-financed property when completed and placed in service will be reviewed by the Oversight Officer.

- Average nonexempt use of bond-financed property over the life of the issue cannot exceed 10% of the proceeds.
- Agreements with business users or non-profit organizations for lease or management or services contracts, sponsored research, naming rights or any other potential nonexempt use of bond-financed property will be reviewed prior to execution of any contract to determine if property subject to the Bond Ordinance is bond-financed.
- Agreements with business users or other non-profit organizations for lease or management or services contracts or other private business use involving bond-financed property will be tracked and aggregated with other private business uses for compliance with the 10% limit, as set forth in the Tax and Non-Arbitrage Certificate.
- No item of bond-financed property will be sold or transferred to a nonexempt party without advance arrangement of a “remedial action” under the applicable Income Tax Regulations.

### **Investments and IRS Filings**

Investment of bond proceeds in compliance with the arbitrage bond rules and rebate of arbitrage will be supervised by the Oversight Officer.

- Guaranteed investment contracts (“GIC”) will be purchased only using the three-bid “safe harbor” of applicable Income Tax Regulations, in compliance with fee limitations on GIC brokers in the Income Tax Regulations.
- Other investments will be purchased only in market transactions.
- Calculations of rebate liability will be performed annually by outside consultants.

- Rebate payments will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the issue. Compliance with rebate requirements will be reported to the bond trustee and the issuer.
- Identify date for first rebate payment at time of issuance. Enter in records for the issue.

## **Records**

Management and retention of records related to tax-exempt bond issues will be supervised by the Oversight Officer.

- Records will be retained for the life of the bonds plus any refunding bonds plus three years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.
- Retainable records pertaining to the Tax-Exempt Bonds include transcript of documents executed in connection with the issuance of the bonds (including authorizing resolutions, Bond Ordinance, Form 8038-G, and Tax and Non-Arbitrage Certificate) and any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T.
- Retainable records pertaining to expenditures of bond proceeds include requisitions, accounting statements and final allocation of proceeds.
- Retainable records pertaining to use of property include all agreements reviewed for nonexempt use and any reviewed documents relating to unrelated business activity.
- Retainable records pertaining to investments include GIC documents under the Income Tax Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

[Remainder of Page Intentionally Blank]

**Overall Responsibility**

Overall administration and coordination of this policy is the responsibility of the Oversight Officer.

**THE CITY OF HUNTINGTON**

\_\_\_\_\_  
By: Mayor

Date: \_\_\_\_\_, 2015

**SPECIMEN**

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-1

\$100,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
2.000%	11/01/2017	03/26/2015	446834 FC2
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	ONE HUNDRED THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS. That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE "SERIES 2000 A BONDS");
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE "SERIES 2007 BONDS");
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS"), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE "SERIES 2013 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

SPECIMEN

SPECIMEN

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By   
Its Authorized Officer



## **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

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SIGNATURE GUARANTEED:

---

(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-2

\$165,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
2.000%	11/01/2018	03/26/2015	446834 FD0
<u>REGISTERED OWNER:</u>	CEDE & CO.		

PRINCIPAL AMOUNT: ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE “SERIES 1999 BONDS”);
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE “SERIES 2000 A BONDS”);
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE “SERIES 2007 BONDS”);
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE “SERIES 2010 A BONDS”);
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE “SERIES 2010 B BONDS”), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE “SERIES 2013 A BONDS”), (COLLECTIVELY, THE “PRIOR BONDS”).

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

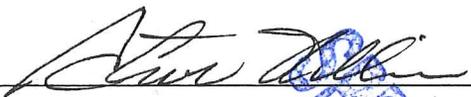
This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

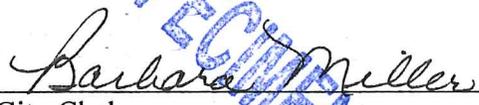
All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

SPECIMEN

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By  \_\_\_\_\_  
Its Authorized Officer

## **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

---

SIGNATURE GUARANTEED:

---

(Bank, Trust Company or Firm)

---

(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-3

\$250,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
2.000%	11/01/2019	03/26/2015	446834 FE8
<u>REGISTERED OWNER:</u>	CEDE & CO.		

PRINCIPAL AMOUNT: TWO HUNDRED FIFTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE “SERIES 1999 BONDS”);
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE “SERIES 2000 A BONDS”);
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE “SERIES 2007 BONDS”);
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE “SERIES 2010 A BONDS”);
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE “SERIES 2010 B BONDS”), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE “SERIES 2013 A BONDS”), (COLLECTIVELY, THE “PRIOR BONDS”).

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

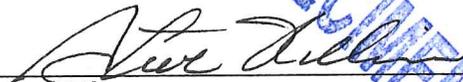
This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.  
As Registrar

By  \_\_\_\_\_  
Its Authorized Officer



### **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

---

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

---

SIGNATURE GUARANTEED:

---

(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

**SPECIMEN**

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-4

\$255,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
2.000%	11/01/2020	03/26/2015	446834 FF5
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE “SERIES 1999 BONDS”);
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE “SERIES 2000 A BONDS”);
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE “SERIES 2007 BONDS”);
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE “SERIES 2010 A BONDS”);
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE “SERIES 2010 B BONDS”), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE “SERIES 2013 A BONDS”), (COLLECTIVELY, THE “PRIOR BONDS”).

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By   
Its Authorized Officer

## **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

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SIGNATURE GUARANTEED:

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(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-5

\$260,000

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
2.000%	11/01/2021	03/26/2015	446834 FG3
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	TWO HUNDRED SIXTY THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE "SERIES 2000 A BONDS");
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE "SERIES 2007 BONDS");
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS"), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE "SERIES 2013 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

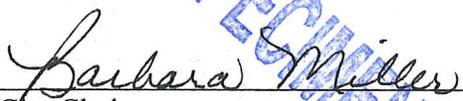
All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

  
UNITED BANK, INC.,  
As Registrar

By   
Its Authorized Officer

## **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

---

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_\_\_.

---

SIGNATURE GUARANTEED:

---

(Bank, Trust Company or Firm)

---

(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-6

\$265,000

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
3.000%	11/01/2022	03/26/2015	446834 FH1
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

**THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:**

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE “SERIES 1999 BONDS”);
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE “SERIES 2000 A BONDS”);
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE “SERIES 2007 BONDS”);
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE “SERIES 2010 A BONDS”);
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE “SERIES 2010 B BONDS”), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE “SERIES 2013 A BONDS”), (COLLECTIVELY, THE “PRIOR BONDS”).

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.  
As Registrar

By  \_\_\_\_\_  
Its Authorized Officer

SPECIMEN

## **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

---

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

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SIGNATURE GUARANTEED:

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(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-7

\$275,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
3.000%	11/01/2023	03/26/2015	446834 FJ7
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE "SERIES 2000 A BONDS");
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE "SERIES 2007 BONDS");
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS"), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE "SERIES 2013 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By \_\_\_\_\_

Its Authorized Officer

*[Handwritten signature]*  
*[Blue stamp: STEPTOE & JOHNSON]*

### **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

---

SIGNATURE GUARANTEED:

---

(Bank, Trust Company or Firm)

---

(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-8

\$285,000

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
3.000%	11/01/2024	03/26/2015	446834 FK4
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

**THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:**

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE "SERIES 2000 A BONDS");
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE "SERIES 2007 BONDS");
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS"), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE "SERIES 2013 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

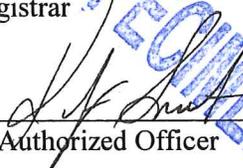
  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By  \_\_\_\_\_  
Its Authorized Officer



## **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

---

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

---

SIGNATURE GUARANTEED:

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(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-9

\$290,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
3.000%	11/01/2025	03/26/2015	446834 FL2
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	TWO HUNDRED NINETY THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

**THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:**

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE "SERIES 2000 A BONDS");
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE "SERIES 2007 BONDS");
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS"), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE "SERIES 2013 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By   
Its Authorized Officer

## **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

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SIGNATURE GUARANTEED:

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(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-10

\$300,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
3.000%	11/01/2026	03/26/2015	446834 FM0
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	THREE HUNDRED THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE "SERIES 2000 A BONDS");
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE "SERIES 2007 BONDS");
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS"), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE "SERIES 2013 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By   
Its Authorized Officer

COPIES  
SPECIMEN

## **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

---

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

---

SIGNATURE GUARANTEED:

---

(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-11

\$630,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
3.000%	11/01/2028	03/26/2015	446834 FN8
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	SIX HUNDRED THIRTY THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE "SERIES 2000 A BONDS");
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE "SERIES 2007 BONDS");
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS"), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE "SERIES 2013 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a "qualified tax-exempt obligation" by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By  \_\_\_\_\_  
Its Authorized Officer

## **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

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SIGNATURE GUARANTEED:

---

(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-12

\$670,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
3.250%	11/01/2030	03/26/2015	446834 FP3
<u>REGISTERED OWNER:</u>	CEDE & CO.		
<u>PRINCIPAL AMOUNT:</u>	SIX HUNDRED SEVENTY THOUSAND DOLLARS		

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE “SERIES 1999 BONDS”);
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE “SERIES 2000 A BONDS”);
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE “SERIES 2007 BONDS”);
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE “SERIES 2010 A BONDS”);
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE “SERIES 2010 B BONDS”), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE “SERIES 2013 A BONDS”), (COLLECTIVELY, THE “PRIOR BONDS”).

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a "qualified tax-exempt obligation" by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By   
Its Authorized Officer

## STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

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SIGNATURE GUARANTEED:

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(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-13

\$715,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

INTEREST RATE:                      MATURITY DATE:                      BOND DATE:                      CUSIP:  
3.375%                                      11/01/2032                                      03/26/2015                                      446834 FQ1

REGISTERED OWNER:                      CEDE & CO.

PRINCIPAL AMOUNT:                      SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE "SERIES 2000 A BONDS");
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE "SERIES 2007 BONDS");
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS"), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE "SERIES 2013 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the Issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

*SPECIMEN*

ATTEST:

  
\_\_\_\_\_  
City Clerk

*SPECIMEN*

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By   
Its Authorized Officer

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### **STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

---

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_\_\_.

---

SIGNATURE GUARANTEED:

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(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever

SPECIMEN

Except as otherwise provided in the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Ordinance) or to a successor of DTC or to a nominee of a successor of DTC. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-14

\$1,170,000

**UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS,  
SERIES 2015 A (TAX EXEMPT)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>BOND DATE:</u>	<u>CUSIP:</u>
3.500%	11/01/2035	03/26/2015	446834 FR9
<u>REGISTERED OWNER:</u>	CEDE & CO.		

PRINCIPAL AMOUNT: ONE MILLION ONE HUNDRED SEVENTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON (West Virginia), a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on May 1 and November 1, in each year, beginning November 1, 2015 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each April 15 and October 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Inc., Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$5,630,000 designated "The City of Huntington Sewer Revenue Bonds, Series 2015 A (Tax Exempt)" (the "Series 2015 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 26, 2015, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer, (i) to finance the cost of acquisition and construction of certain additions, betterments and improvements to the sewer system of the Issuer, (ii) to fund a debt service reserve account for the Series 2015 A Bonds, (iii) to fund capitalize interest on the Series 2015 A Bonds until August 1, 2016; and (iv) to pay certain costs of issuance of the Series 2015 A Bonds and related costs. The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on February 23, 2015, and supplemented by a supplemental parameters resolution adopted by said Council on March 9, 2015 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2015 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2015 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Huntington, West Virginia.

**The Series 2015 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by Assured Guaranty Municipal Corp.**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

- (I) SEWER REVENUE BONDS, SERIES 1997 (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 25, 1997, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,039,895 (THE "SERIES 1997 BONDS");

- (II) SEWER REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), DATED JUNE 22, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,083,550 (THE "SERIES 1999 BONDS");
- (III) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 24, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,867,098 (THE "SERIES 2000 A BONDS");
- (IV) SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, DATED DECEMBER 27, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,500,000 (THE "SERIES 2007 BONDS");
- (V) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");
- (VI) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS"), AND
- (VII) SEWER REFUNDING REVENUE BONDS, SERIES 2013 A, DATED MARCH 28, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,059,500 AND HELD BY PEOPLES BANK (THE "SERIES 2013 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

The Series 2015 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after November 1, 2025, are subject to redemption prior to maturity at the option of the issuer on or after November 1, 2024, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at a redemption price (expressed as percentages of the principal amount of Bonds to be redeemed) of 100%, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2015 A Bonds maturing on November 1, 2028, November 1, 2030, November 1, 2032 and November 1, 2035 are subject to annual mandatory redemption prior to maturity by random selection on November 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2028

<u>Year (November 1)</u>	<u>Principal Amount</u>
2027	\$310,000
2028*	\$320,000

\*Final maturity.

Bonds Maturing 2030

<u>Year (November 1)</u>	<u>Principal Amount</u>
2029	\$330,000
2030*	\$340,000

\*Final maturity.

Bonds Maturing 2032

<u>Year (November 1)</u>	<u>Principal Amount</u>
2031	\$350,000
2032*	\$365,000

\*Final maturity.

Bonds Maturing 2035

<u>Year (November 1)</u>	<u>Principal Amount</u>
2033	\$375,000
2034	\$390,000
2035*	\$405,000

\*Final maturity.

In the event of any redemption of less than all outstanding Series 2015 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2015 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2015 A Bonds are to be redeemed, the Series 2015 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2015 A Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by registered, certified or electronic mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Series 2015 A Bond or Series 2015 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Registrar to the Paying Agent. Notice of redemption having been given as aforesaid, the Series 2015 A Bonds or portions of Series 2015 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2015 A Bonds or portions of Series 2015 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2015 A Bond.

The Series 2015 A Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, on a parity in all respects with the pledge of the Net Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2015 A Bonds Sinking Fund, and the Series 2015 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2015 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2015 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the monies in the Series 2015 A Bonds Sinking Fund and the Series 2015 A Bonds Reserve Account and said unexpended Series 2015 A Bond proceeds. Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2015 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2015 A Bonds, including the Prior Bonds. Although the Ordinance requires 115% debt service coverage, the Issuer is required by the Prior Ordinance authorizing the Series 2007 Bonds to produce Net Revenues equal to not less than 120% of the average annual debt service on all outstanding Bonds, including the Series 2015 A Bonds, so long as the Series 2007 Bonds are outstanding. The Issuer has entered into certain further covenants with the registered owners of the Series 2015 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2015 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Bonds except for accrued interest thereon shall be applied solely to pay all costs of the Project, funding a reserve account for the Series 2015 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2015 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special

fund by said Issuer for the prompt payment of the principal of and interest on the Series 2015 A Bonds of which this Series 2015 A Bond is one.

This Series 2015 A Bond has been designated a “qualified tax-exempt obligation” by the Issuer within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Series 2015 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2015 A Bond and the income therefrom are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2015 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2015 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2015 A Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON (West Virginia) has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2015 A Bond to be dated as of the Series 2015 A Bond Date specified above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

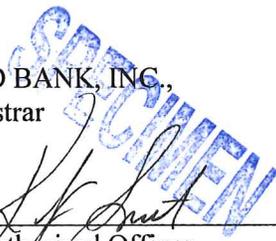
**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Series 2015 A Bond is one of the fully registered Series 2015 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2015 A Bonds.

Dated: March 26, 2015.

UNITED BANK, INC.,  
As Registrar

By   
Its Authorized Officer



## STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to West Virginia Municipal Bond Commission, Charleston, West Virginia, or its successor, as Paying Agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of AGM as more fully set forth in the Policy.

**(FORM OF)  
ASSIGNMENT**

Social Security or Other Identifying Number of Assignee

---

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

---

SIGNATURE GUARANTEED:

---

(Bank, Trust Company or Firm)

---

(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever



March 9, 2015

**VIA E-MAIL**

Mr. Lou Akers, Executive Director  
The City of Huntington  
1217 Adams Avenue  
Huntington, West Virginia 25704

Re: Not to Exceed \$5,260,000 aggregate principal amount of The City of Huntington,  
West Virginia Sewer Revenue Bonds, Series 2015 A

Dear Mr. Akers:

Attached please find Assured Guaranty Municipal Corp.'s ("AGM") commitment letter (the "Commitment") in respect of the above-referenced issue. Please return one fully executed copy to Stephanie Cain, of our office, prior to any reference to AGM as insurer of the issue being made in marketing efforts in respect of the issue.

Please note that a blacklined copy of each draft of the financing documents, opinions, preliminary and final official statements and bond proof should be delivered to AGM for review and comment.

Attached as a link to this e-mail is AGM's website, where the logo, statement of insurance, disclosure language, specimen policy, procedures for premium payment, form of opinion and form of disclosure, no default and tax certificate may be accessed and downloaded as needed. AGM will require, prior to closing, four hard copies of the final official statement.

Upon acceptance and satisfaction of the conditions of the Commitment, the following must occur in order for AGM to complete its review of applicable disclosure and financing documents in advance of the closing date, request the assignment of an insured rating for the Bonds, and timely issue its insurance policy:

- The financing schedule and a distribution list should be forwarded to the attention of the Closing Coordinator listed below.
- A copy of (i) the preliminary official statement and the final official statement, each of which shall include the disclosure provided by AGM and the specimen policy and any other references to AGM, and (ii) the Bonds, together with the legend to be affixed to such Bonds, must be delivered to the Closing Coordinator by fax or e-mail in order that AGM may confirm its accuracy.
- Once determined, the underwriters' final pricing numbers, including the final debt service schedule for the Bonds, should be delivered to the credit analyst and Closing Coordinator responsible for the transaction by fax and/or e-mail in order that AGM may confirm the premium to be paid for the insurance policy and request the assignment of an insured rating for the Bonds.
- A copy of either (i) the final pricing wire with CUSIP numbers shown or CUSIP wire evidencing the CUSIP numbers assigned to the Bonds; or (ii) the letter from the CUSIP Service Bureau listing the CUSIP numbers assigned to the Bonds should be delivered to the Closing Coordinator listed below by fax and/or email in order that AGM may request the assignment of an insured rating for the Bonds.

Assured Guaranty Municipal Corp.

31 West 52<sup>nd</sup> Street  
New York, NY 10019

man 1 212 974 0100  
fax 1 212 686 3101

info@assuredguaranty.com

www.assuredguaranty.com

Mr. Lou Akers, Executive Director  
The City of Huntington  
March 9, 2015

Page 2

AGM will deliver to Bond Counsel at the pre-closing, assuming the requirements of the Commitment have been met, an opinion of counsel as to the validity of the insurance policy, a disclosure, no default and tax certificate and the executed original insurance policy. Prior to the closing, AGM will obtain rating letters from the rating agencies indicated in the official statement. Note that any questions with regard to rating agency fees should be directed to the respective rating agency.

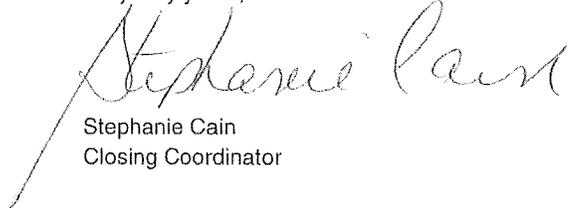
Please include the following people on the Distribution List for this transaction:

Elliot Schreiber, Counsel	Telephone: (212) 339-0869 Telecopier: (212) 857-0518 E-Mail: ESchreiber@assuredguaranty.com
Mary Francoeur, Managing Director	Telephone: (212) 408-6051 Telecopier: (212) 581-3268 E-Mail: MFrancoeur@assuredguaranty.com
Stephanie Cain, Closing Coordinator	Telephone: (212) 261-5578 Telecopier: (212) 581-3268 E-Mail: SCain@assuredguaranty.com

As a post-closing condition, AGM shall receive one original and two copies of the final closing transcript of proceedings. Such closing transcript may be in the form of either hard copies or three CD-ROMs.

AGM looks forward to working with you on this transaction.

Very truly yours,



Stephanie Cain  
Closing Coordinator

ec: John Stump, Esq.; Steptoe & Johnson PLLC  
Marie Prezioso; Piper Jaffray & Co.  
Taunja Willis-Miller, Esq.; Jackson Kelly PLLC

Assured Guaranty Municipal Corp.

31 West 52<sup>nd</sup> Street  
New York, NY 10019

main 1 212 974 0100  
fax 1 212 688 3101

info@assuredguaranty.com

www.assuredguaranty.com

## MUNICIPAL BOND INSURANCE COMMITMENT

ASSURED GUARANTY MUNICIPAL CORP. ("AGM") hereby commits to issue its Municipal Bond Insurance Policy (the "Policy") relating to whole maturities of the debt obligations described in Exhibit A attached hereto (the "Bonds"), subject to the terms and conditions set forth in this Commitment or added hereto (the "Commitment"). For the avoidance of doubt, each of the Exhibits attached hereto is an integrated part of this Commitment. To keep this Commitment in effect after the Expiration Date set forth in Exhibit A attached hereto, a request for renewal must be submitted to AGM prior to such Expiration Date. AGM reserves the right to refuse wholly or in part to grant a renewal.

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The transaction documents to be executed and delivered in connection with the issuance and sale of the Bonds shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.
2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof ("Closing Date").
3. On the date hereof and on the Closing Date, there shall have been no material adverse change in or affecting the Issuer and/or the Obligor, as applicable, or the Bonds (including, without limitation, the security for the Bonds or the proposed debt service schedule of the Bonds), any disclosure document relating to the Bonds (the "Official Statement"), the financing documents to be executed and delivered with respect to the Bonds, the legal opinions to be executed and delivered in connection with the issuance and sale of the Bonds, or any other information submitted to AGM with respect to the referenced transaction, or the Bonds, from that previously delivered or otherwise communicated to AGM.
4. The Bonds shall contain no reference to AGM, the Policy or the insurance evidenced thereby except as may be approved by AGM. BOND PROOFS SHALL HAVE BEEN APPROVED BY AGM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form provided by AGM.
5. AGM shall be provided with:
  - (a) Executed copies of all financing documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of disclosure, shall be addressed to AGM or accompanied by a letter of such counsel permitting AGM to rely on such opinion as if such opinion were addressed to AGM), including, without limitation, the approving opinion of bond counsel. Each of the foregoing shall be in form and substance acceptable to AGM. Copies of all drafts of such documents prepared subsequent to the date of the Commitment (blacklined to reflect all revisions from previously reviewed drafts) shall be furnished to AGM for review and approval. Final drafts of such documents shall be provided to AGM at least three (3) business days prior to the issuance of the Policy, unless AGM shall agree to some shorter period.
  - (b) Evidence of wire transfer in federal funds of an amount equal to the insurance premium, unless alternative arrangements for the payment of such amount acceptable to AGM have been made prior to the delivery date of the Bonds.
  - (c) Standard & Poor's Rating Service and Moody's Investors Service Inc. will separately present bills for their respective fees relating to the Bonds. Payment of such bills by the Issuer should be made directly to such rating agency. Payment of the rating fee is not a condition to release of the Policy by AGM.
6. Promptly after the closing of the Bonds, AGM shall receive three completed sets of executed documents (one original and either (i) two photocopies (each unbound) or (ii) two compact discs).
7. The Official Statement shall contain the language provided by AGM and only such other references to AGM or otherwise as AGM shall supply or approve. AGM SHALL BE PROVIDED WITH FOUR PRINTED COPIES OF THE OFFICIAL STATEMENT.

MUNICIPAL BOND INSURANCE COMMITMENT  
TERM SHEET

Issuer: The City of Huntington, West Virginia

Name of Bonds Insured: Sewer Revenue Bonds, Series 2015 A

Principal Amount of Bonds Insured: Not to Exceed \$5,260,000

Date of Commitment: March 9, 2015 Expiration Date: Friday, May 8, 2015\*

Premium: .30% of total debt service on the Bonds Insured

Additional Conditions:

1. The Ordinance and amortization schedule for, and final maturity date of, the Bonds shall be acceptable to AGM.
2. See attached Exhibits B-C.

Capitalized terms used in this Commitment and not otherwise defined shall have the meanings assigned to them in the transaction document authorizing the issuance of, and setting forth the terms for, the Bonds described above (the "Ordinance").

ASSURED GUARANTY MUNICIPAL CORP.

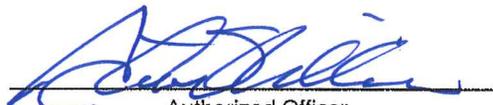
  
Authorized Officer

\*To maintain the Commitment in effect until the Expiration Date, AGM must receive a duplicate of this Exhibit A executed by an authorized officer of the Issuer by the earlier of the date on which the Official Statement containing disclosure language regarding AGM is circulated and ten days from the date of this Commitment.

The undersigned, an authorized officer of the Issuer, agrees that (i) if the Bonds are insured by a policy of municipal bond insurance, such insurance shall be provided by AGM in accordance with the terms of this Commitment; (ii) the Issuer has made its own independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its own judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) AGM has not made, and therefore the Issuer is not relying on, any recommendation from AGM that the Issuer insure the Bonds or obtain the Policy; it being understood and agreed that communications from AGM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, any related insurance document or the documentation governing the Bonds do not constitute a recommendation to insure the Bonds or obtain the Policy; (iv) the Issuer acknowledges that AGM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, concerning its future financial strength or the rating of AGM's financial strength by the rating agencies; (v) the Issuer acknowledges that the ratings of AGM reflect only the views of the rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies; (vi) the Issuer understands that such ratings may not continue for any given time period and instead may change over time, including without limitation being placed under review for possible downgrade, revised downward, withdrawn entirely by the relevant rating agency if, in the judgment of such rating agency, circumstances so warrant, or withdrawn entirely by AGM in its sole discretion; (vii) the Issuer

acknowledges that AGM undertakes no responsibility to bring to its attention, and shall have no liability for, the placement of a rating under review for possible downgrade or the downward revision or withdrawal of any rating obtained, and that any such review for possible downgrade, downward revision or withdrawal may have an adverse effect on the Bonds; and (viii) the Issuer acknowledges that AGM pays rating agencies to rate AGM's financial strength, but that such payment is not in exchange for any specific rating or for a rating within any particular range. Notwithstanding anything to the contrary set forth herein, the provisions set forth under subparagraphs (ii) through (viii) above shall survive the expiration or termination of this Commitment.

THE CITY OF HUNTINGTON



Authorized Officer

OPINION REQUIREMENTS

1. Each of the Ordinance, Bonds and other transaction documents (collectively, the "Related Documents") is a legal, valid and binding obligation of the parties thereto, has been duly authorized, executed and delivered and is enforceable in accordance with its terms.
2. There is no litigation or other proceeding pending or, to the best of such counsel's knowledge, threatened in any court, agency or other administrative body (either State or Federal) which could have a material adverse effect on (a) the financial condition of the Issuer, (b) the ability of the Issuer to perform its obligations under the Related Documents, (c) the security for the Bonds, (d) the transactions contemplated by the Related Documents or (e) the ability of the Issuer to maintain and operate the System.
3. Nothing has come to the attention of disclosure counsel which would cause them to believe that, as of the closing date, the final Official Statement (excluding information provided by AGM) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
4. The Bonds are payable from and secured by a valid lien on and pledge of the Net Revenues in the manner and to the extent provided in the Ordinance. The Issuer is duly authorized to pledge such Net Revenues, and no further action on the part of the Issuer or any other party is required to perfect the same or the interest of the Bondowners therein.

## ORDINANCE REQUIREMENTS

The Ordinance shall incorporate the following requirements either in one section or article entitled "Provisions Relating to Bond Insurance" (or the like), the provisions of which section or article shall be stated in the Ordinance to govern, notwithstanding anything to the contrary set forth in the Ordinance, or individually in the appropriate sections:

- (a) "Insurance Policy" shall be defined as follows: "the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due". "Insurer" shall be defined as follows: "Assured Guaranty Municipal Corp. , a New York stock insurance company, or any successor thereto or assignee thereof".
- (b) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Notwithstanding anything to the contrary set forth in the Ordinance, amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Bonds.
- (c) The Insurer shall be deemed to be the sole holder of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Bonds insured by it are entitled to take pursuant to the Ordinance pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Paying Agent. In furtherance thereof and as a term of the Ordinance and each Bond, the Paying Agent and each Bondholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Paying Agent and each Bondholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Paying Agent and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.
- (d) The security for the Bonds shall include a pledge of any agreement with any underlying obligor that is a source of payment for the Bonds and a default under any such agreement shall constitute an Event of Default under the Ordinance.
- (e) If acceleration is permitted under the Ordinance, the maturity of Bonds insured by the Insurer shall not be accelerated without the consent of the Insurer and in the event the maturity of the Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent unpaid by the Issuer) and the Paying Agent shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Bonds shall be fully discharged.
- (f) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.
- (g) The Insurer shall be included as a third party beneficiary to the Ordinance.
- (h) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Ordinance which permits the purchase of Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Bond so purchased is not cancelled upon purchase.

- (i) Any amendment, supplement, modification to, or waiver of, the Ordinance or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Bondowners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.
- (j) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Construction Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Bonds.
- (k) The rights granted to the Insurer under the Ordinance or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Insurer.
- (l) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under then existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the Bonds unless the Insurer otherwise approves.

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

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

- (m) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Ordinance and the Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with the Ordinance. The Ordinance shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.
- (n) Each of the Issuer and Paying Agent covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.
- (o) Claims Upon the Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Ordinance, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment

Date, the Paying Agent shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date, the Paying Agent shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

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

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

Upon payment of a claim under the Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Bondholders in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Net Revenues and payable from such Net Revenues on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Insurer.

- (p) The Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy

(which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Issuer to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

- (q) The Issuer shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Ordinance or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Ordinance or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Ordinance or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Ordinance or any other Related Document.
- (r) After payment of reasonable expenses of the Paying Agent, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the Bonds and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.
- (s) The Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with the Ordinance, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.
- (t) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. \_\_\_\_\_, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."
- (u) The Insurer shall be provided with the following information by the Issuer or Paying Agent, as the case may be:
  - (i) Annual audited financial statements within 150 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 Event of Default under the Ordinance), and the Issuer's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;
  - (ii) Notice of any draw upon the Debt Service Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds;
  - (iii) Notice of any default known to the Paying Agent or Issuer within five Business Days after knowledge thereof;
  - (iv) Prior notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof;
  - (v) Notice of the resignation or removal of the Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

- (vi) Notice of the commencement of any proceeding by or against the Issuer commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");
- (vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;
- (viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and
- (ix) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Related Documents.

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

- (v) The Insurer shall have the right to receive such additional information as it may reasonably request.
- (w) The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer on any business day upon reasonable prior notice.
- (x) The Issuer shall notify the Insurer of any failure of the Issuer to provide notices, certificates and other information under the transaction documents.
- (y) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Ordinance, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Debt Service Reserve Fund is fully funded at the Debt Service Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Insurer.
- (z) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Ordinance would adversely affect the security for the Bonds or the rights of the Bondholders, the Paying Agent shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.
- (aa) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.
- (bb) If the Bonds are issued for refunding purposes, there shall be delivered an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto), or a certificate of discharge of the Paying Agent for the Refunded Bonds, to the effect that, upon the making of the required deposit to the escrow, the legal defeasance of the Refunded Bonds shall have occurred. If the Refunded Bonds are insured by Assured Guaranty Municipal Corp., at least three business days prior to the proposed date for delivery of the Policy with respect to the Refunding Bonds, the Insurer shall also receive (i) the verification letter, of which the Insurer shall be an addressee, by an independent firm of certified public accountants which is either nationally recognized or otherwise acceptable to the Insurer, of the adequacy of the escrow established to provide for the payment of the Refunded Bonds in accordance with the terms and provisions of the Escrow Deposit Agreement, and (ii) the form of an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto) to the effect

that the Escrow Deposit Agreement is a valid and binding obligation of the parties thereto, enforceable in accordance with its terms (such Escrow Deposit Agreement shall provide that no amendments are permitted without the prior written consent of the Insurer). An executed copy of each of such opinion and reliance letter, if applicable, or Paying Agent's discharge certificate, as the case may be, shall be forwarded to the Insurer prior to delivery of the Bonds.

- (cc) Any interest rate exchange agreement ("Swap Agreement") entered into by the Issuer shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, or (b) debt then outstanding, or (iii) debt reasonably expected to be issued within the next twelve (12) months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Insurer, any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to debt service on the Bonds and on any debt on parity with the Bonds. The Issuer shall not terminate a Swap Agreement unless it demonstrates to the satisfaction of the Insurer prior to the payment of any such termination amount that such payment will not cause the Issuer to be in default under the Related Documents, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least "A-" and "A3" by Standard & Poor's ("S&P") and Moody's Investors Service ("Moody's"). If the counterparty or guarantor's rating falls below "A-" or "A3" by either S&P or Moody's, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to the Insurer. If the counterparty or the guarantor's long term unsecured rating falls below "Baa1" or "BBB+" by either Moody's or S&P, a replacement counterparty or guarantor, acceptable to the Insurer, shall be required.

**PROCEDURES FOR PREMIUM PAYMENT  
TO  
ASSURED GUARANTY MUNICIPAL CORP.  
("AGM")**

AGM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Confirmation of  
Amount to be Paid:

**Upon determination of the final debt service schedule, fax  
such schedule to AGM**

Attention: Mary Francoeur, Managing Director  
Phone No.: (212) 408-6051  
Fax No.: (212) 581-3268

**Confirm with AGM's credit analyst that you are in agreement with respect to par and premium on the transaction prior to the closing date.**

Payment Date: Date of Delivery of the insured bonds.

Method of Payment: Wire transfer of Federal Funds.

**Wire Transfer Instructions:**

Bank: The Bank of New York  
ABA#: 021 000 018  
Acct. Name: Assured Guaranty Municipal Corp.  
Account No.: 8900297263  
Policy No.: To Come

**CONFIRMATION OF PREMIUM WIRE NUMBER AT CLOSING**

AGM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated on the closing date to Stephanie Cain, Closing Coordinator , (212) 261-5578.



## MUNICIPAL BOND INSURANCE POLICY

ISSUER: The City of Huntington, West Virginia

Policy No.: 216654-N

BONDS: \$5,630,000 in aggregate principal amount of  
Sewer Revenue Bonds, Series 2015 A

Effective Date: March 26, 2015

Premium: \$23,807.50

ASSURED GUARANTY MUNICIPAL CORP. ("AGM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the Bonds, for the benefit of the Owners or, at the election of AGM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the Business Day next following the Business Day on which AGM shall have received Notice of Nonpayment, AGM will disburse to or for the benefit of each Owner of a Bond the face amount of principal of and interest on the Bond that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by AGM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in AGM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by AGM is incomplete, it shall be deemed not to have been received by AGM for purposes of the preceding sentence and AGM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, who may submit an amended Notice of Nonpayment. Upon disbursement in respect of a Bond, AGM shall become the owner of the Bond, any appurtenant coupon to the Bond or right to receipt of payment of principal of or interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by AGM hereunder. Payment by AGM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of AGM under this Policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity unless AGM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment of principal or interest that is Due for Payment made to an Owner by or on behalf of the Issuer which has been recovered from such Owner pursuant to the

United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to AGM which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

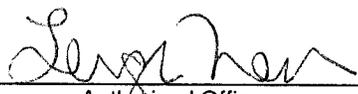
AGM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to AGM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to AGM and shall not be deemed received until received by both and (b) all payments required to be made by AGM under this Policy may be made directly by AGM or by the Insurer's Fiscal Agent on behalf of AGM. The Insurer's Fiscal Agent is the agent of AGM only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of AGM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, AGM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to AGM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy.

This Policy sets forth in full the undertaking of AGM, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, (a) any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity and (b) this Policy may not be canceled or revoked. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, ASSURED GUARANTY MUNICIPAL CORP. has caused this Policy to be executed on its behalf by its Authorized Officer.

ASSURED GUARANTY MUNICIPAL CORP.

By   
Authorized Officer

A subsidiary of Assured Guaranty Municipal Holdings Inc.  
31 West 52nd Street, New York, N.Y. 10019

(212) 974-0100

Form 500NY (5/90)

## **NOTICE OF CLAIM AND CERTIFICATE**

Assured Guaranty Municipal Corp.  
31 West 52nd Street  
New York, NY 10019

The undersigned, a duly authorized officer of [FULL NAME OF TRUSTEE or PAYING AGENT] (the "Trustee/Paying Agent"), hereby certifies to Assured Guaranty Municipal Corp. ("AGM"), with reference to Municipal Bond Insurance Policy No. 216654-N dated March 26, 2015 (the "Policy") issued by AGM in respect of the The City of Huntington, West Virginia Sewer Revenue Bonds, Series 2015 A (the "Bonds"), that:

(i) The Trustee/Paying Agent is the Trustee/Paying Agent under the document authorizing the issuance of the Bonds (the "Ordinance") for the Holders.

(ii) The sum of all amounts on deposit (or scheduled to be on deposit) in the [RELEVANT ACCOUNTS] and available for distribution to the Holders pursuant to the Ordinance will be \$\_\_\_\_\_ (the "Shortfall") less than the aggregate amount of principal and interest Due for Payment on \_\_\_\_\_ ("Scheduled Payments").

(iii) The Trustee/Paying Agent is making a claim under the Policy for the Shortfall to be applied to the payment of Scheduled Payments.

(iv) The Trustee/Paying Agent agrees that, following receipt of funds from AGM, it shall (a) hold such amounts in trust and apply the same directly to the payment of Scheduled Payments on the Bonds when due; (b) not apply such funds for any other purpose; (c) not commingle such funds with other funds held by the Trustee/Paying Agent and (d) maintain an accurate record of such payments with respect to each Bond and the corresponding claim on the Policy and proceeds thereof, and, if the Bond is required to be [SURRENDERED/PRESENTED] for such payment, shall stamp on each such Bond the legend "\$[insert applicable amount] paid by AGM and the balance hereof has been canceled and reissued" and then shall deliver such Bond to AGM.

(v) The Trustee/Paying Agent, on behalf of the Holders, hereby assigns to AGM the rights of the Holders with respect to the Bonds to the extent of any payments under the Policy, including, without limitation, any amounts due to the Holders in respect of securities law violations arising from the offer and sale of the Bonds. The foregoing assignment is in addition to, and not in limitation of, rights of subrogation otherwise available to AGM in respect of such payments. Payments to AGM in respect of the foregoing assignment shall in all cases be subject to and subordinate to the rights of the Holders to receive all Scheduled Payments in respect of the Bonds. The Trustee/Paying Agent shall take such action and deliver such instruments as may be reasonably requested or required by AGM to effectuate the purpose or provisions of this clause (v).

(vi) The Trustee/Paying Agent, on its behalf and on behalf of the Holders, hereby appoints AGM as agent and attorney-in-fact for the Trustee/Paying Agent and each such Holder in any legal proceeding with respect to the Bonds. The Trustee/Paying Agent hereby agrees that, so long as AGM shall not be in default in its payment obligations under the Policy, AGM may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim in connection with an Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment made with respect to

the Bonds (a "Preference Claim"), (B) the direction of any appeal of any order relating to any Preference Claim at the expense of AGM but subject to reimbursement as provided in the Ordinance and (C) the posting of any surety, supersedeas or performance bond pending any such appeal. In addition, the Trustee/Paying Agent hereby agrees that AGM shall be subrogated to, and the Trustee/Paying Agent on its behalf and on behalf of each Holder, hereby delegates and assigns, to the fullest extent permitted by law, the rights of the Trustee/Paying Agent and each Holder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(vii) Payment should be made by wire transfer directed to [SPECIFY INSURANCE ACCOUNT].

Unless the context otherwise requires, capitalized terms used in this Notice of Claim and Certificate and not defined herein shall have the meanings provided in the Policy.

IN WITNESS WHEREOF, the Trustee/Paying Agent has executed and delivered this Notice of Claim and Certificate as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

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For AGM or  
Fiscal Agent Use Only  
Wire transfer sent on \_\_\_\_\_ By \_\_\_\_\_  
Confirmation Number \_\_\_\_\_

March 26, 2015

Municipal Bond Insurance Policy No. 216654-N With Respect to  
\$5,630,000 In Aggregate Principal Amount of  
The City of Huntington, West Virginia  
Sewer Revenue Bonds, Series 2015 A

Ladies and Gentlemen:

I am Counsel of Assured Guaranty Municipal Corp., a New York stock insurance company ("AGM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by AGM of its above-referenced policy (the "Policy"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. AGM is a stock insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.
2. The Policy has been duly authorized, executed and delivered by AGM.
3. The Policy constitutes the valid and binding obligation of AGM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of AGM and to the application of general principles of equity.

In addition, please be advised that I have reviewed the description of the Policy under the caption "APPENDIX K – BOND INSURANCE – Bond Insurance Policy" in the official statement relating to the above-referenced Bonds dated March 16, 2015 (the "Official Statement"). There has not come to my attention any information which would cause me to believe that the description of the Policy referred to above, as of the date of the Official Statement or as of the date of this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that I express no opinion with respect to any information contained in, or omitted from, the caption "APPENDIX K – BOND INSURANCE – Assured Guaranty Municipal Corp."

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

Very truly yours,



Counsel

The City of Huntington,  
1217 Adams Avenue,  
Huntington, West Virginia 25704

Piper Jaffray & Co.,  
as Representative of the Underwriters,  
405 Capitol Street, Suite 613,  
Charleston, West Virginia 25301

Assured Guaranty Municipal Corp.

31 West 52<sup>nd</sup> Street  
New York, NY 10010

main 1 212 974 0100  
fax 1 212 696 2107

info@assuredguaranty.com

www.assuredguaranty.com

**DISCLOSURE, NO DEFAULT AND TAX CERTIFICATE OF  
ASSURED GUARANTY MUNICIPAL CORP.**

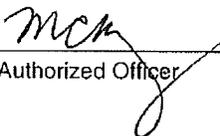
The undersigned hereby certifies on behalf of Assured Guaranty Municipal Corp. ("AGM"), in connection with the issuance by AGM of its Policy No. 216654-N (the "Policy") in respect of the \$5,630,000 in aggregate principal amount of the The City of Huntington, West Virginia Sewer Revenue Bonds, Series 2015 A (the "Bonds") that:

- (i) the information set forth under the caption "APPENDIX K – BOND INSURANCE – Assured Guaranty Municipal Corp." in the official statement dated March 16, 2015, relating to the Bonds (the "Official Statement") is true and correct,
- (ii) AGM is not currently in default nor has AGM ever been in default under any policy or obligation guaranteeing the payment of principal of or interest on an obligation,
- (iii) the Policy is an unconditional and recourse obligation of AGM (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds in the event of Nonpayment by the Issuer (as set forth in the Policy),
- (iv) the insurance premium of \$23,807.50 (the "Premium") is a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid to AGM as a condition to the issuance of the Policy,
- (v) no portion of such Premium represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by AGM to maintain its ratings, which, together with all other overhead expenses of AGM, are taken into account in the formulation of its rate structure, or for the provision of additional services by us, nor the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor),
- (vi) AGM is not providing any services in connection with the Bonds other than providing the Policy, and except for the Premium, AGM will not use any portion of the Bond proceeds; provided, however, that AGM or its affiliates may independently provide a guaranteed investment contract for the investment of all or a portion of the proceeds of the Bonds,
- (vii) except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by AGM,
- (viii) AGM does not expect that a claim will be made on the Policy,
- (ix) the Issuer is not entitled to a refund of the premium for the Policy in the event a Bond is retired before the final maturity date, and
- (x) for Bonds which are secured by a debt service reserve fund, AGM would not have issued the Policy unless the authorizing or security agreement for the Bonds provided for a debt service reserve fund funded and maintained in an amount at least equal to, as of any particular date of computation, the reserve requirement as set forth in such agreement.

AGM makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

ASSURED GUARANTY MUNICIPAL CORP.

By: \_\_\_\_\_

  
Authorized Officer

Dated: March 26, 2015

**THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS, SERIES 2015 A (TAX EXEMPT)**

**BOND PURCHASE AGREEMENT**

March 16, 2015

The City of Huntington, West Virginia  
800 5<sup>th</sup> Avenue  
Huntington, West Virginia 25701

Ladies and Gentlemen:

Piper Jaffray & Co. (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement with The City of Huntington, West Virginia (the "City" or "Issuer") for the purchase by the Underwriter and the sale by the City of its above-referenced Bonds (the "Bonds"). This offer is made subject to acceptance thereof by the City prior to 10:00 p.m., prevailing time in New York, New York, on the date hereof (the "Acceptance Deadline"), and upon such acceptance, evidenced by the signature of a duly authorized officer of the City, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This Agreement shall also be executed by the Sanitary Board of the City, to evidence its agreement to the provisions applicable to it and, upon such execution and delivery to the Underwriter, this Agreement shall also constitute a binding agreement between the Sanitary Board and the Underwriter.

1. Defined Terms. Terms used herein and not otherwise defined shall have the meanings set forth in the Ordinance.

*Acceptance Deadline:* The date set forth in first paragraph, being the date and time by which the City must accept this Agreement.

*Accountants:* Office of the West Virginia State Auditor, which has conducted and prepared the audited financial statements of the City and the Sanitary Board included in the Preliminary Official Statement and the Official Statement.

*Act:* Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended.

*Agreement:* This Bond Purchase Agreement dated the Effective Date, including **Schedule I** attached hereto.

*Bond Counsel:* Steptoe & Johnson PLLC, Charleston, West Virginia.

*Bond Insurer:* Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

*Bonds or Securities:* The Bonds identified in the heading of this Agreement, as more specifically described in **Schedule I**.

*City or Issuer:* The City of Huntington, West Virginia.

*Closing Date:* March 26, 2015, being the date of the issuance and delivery of the Bonds.

*Continuing Disclosure Agreement:* The Continuing Disclosure Agreement, dated the Closing Date, by and between the City and United Bank, Inc., as dissemination agent, with respect to the Bonds in accordance with Rule 15c2-12.

*Creditors' Rights Laws:* Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

*DTC:* The Depository Trust Company.

*Effective Date and Time:* The date and time upon which the City has accepted this Agreement as set forth on the signature page is the date and time on which this Agreement is effective.

*End of the Underwriting Period:* The later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Bonds.

*Exchange Act:* The Securities Exchange Act of 1934, as amended.

*Excluded Sections:* For purposes of the representations and warranties of the City set forth in Subsection 8(i) and the opinions of Issuer's Counsel required pursuant to Section 14, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures, (ii) the section captioned "Tax Matters," (iii) with respect to Issuer's Counsel, the section entitled "Continuing Disclosure," (iv) the section captioned "Underwriting," (v) with respect to Issuer's Counsel, the material included in Appendix A, (vi) the material included in Appendix D captioned "Proposed Form of Bond Counsel Opinion" and (vii) any material provided by the Bond Insurer expressly for use in the Official Statement.

*Issuer Documents:* All financing documents to which the City is a party relating to the issuance of and security for the Bonds, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

- (i) this Agreement,
- (ii) the Ordinance,
- (iii) the Continuing Disclosure Agreement,
- (iv) the Tax and Non-Arbitrage Certificate of the Sanitary Board and the City,

and

(v) other applicable financing or operative documents to which the City is a party, as such documents are amended and supplemented to the Closing Date.

*Issuer's Counsel:* Scott Damron, Esq., Huntington, West Virginia.

*MSRB:* Municipal Securities Rulemaking Board.

*Municipal Advisor:* As defined in the Exchange Act §15B(e)(4) and the rules and regulations of the SEC and MSRB adopted thereunder.

*Official Statement:* The Official Statement dated March 16, 2015, relating to the Bonds, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

*Ordinance:* The Bond Ordinance enacted by the Council of the City effective on February 25, 2015, as supplemented by a supplemental parameters resolution adopted by the Council of the City on March 9, 2015.

*Paying Agent:* West Virginia Municipal Bond Commission, Charleston, West Virginia.

*Policy:* A municipal bond insurance policy, if any, issued by the Bond Insurer, insuring the payment when due of principal of and interest on the Securities.

*Preliminary Official Statement:* The Preliminary Official Statement dated March 11, 2015, relating to the Bonds, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto, including the Supplement thereto dated March 16, 2015.

*Primary Offering Disclosure Period:* The period commencing with the first submission to the Underwriter of an order for the purchase of the Bonds or the purchase of such Bonds from the City, whichever first occurs, and ending 25 days after the final delivery by the City or its agent of all Bonds to the Underwriter.

*Purchase Price:* The amount specified in Section 4 as the Purchase Price to be paid by the Underwriter at the Closing for the purchase of the Bonds on the Closing Date.

*Registrar:* United Bank, Inc., Charleston, West Virginia, which has been appointed as Registrar for the Bonds pursuant to the Ordinance.

*Rule 15c2-12:* Rule 15c2-12 promulgated by the SEC under the Exchange Act.

*Sanitary Board:* The Sanitary Board of the City, organized and appointed pursuant to the Act and charged with the control, operation and maintenance of the System.

*SEC:* The Securities and Exchange Commission of the United States.

*Securities Act:* The Securities Act of 1933, as amended.

*State:* West Virginia.

*Trust Indenture Act:* Trust Indenture Act of 1939, as amended.

*Underwriter:* The firm identified as such in the first paragraph of this Agreement.

*Underwriter's Counsel:* Jackson Kelly PLLC, Charleston, West Virginia.

2. Offer to Purchase the Bonds; Execution of Terms and Acceptance. Upon the terms and conditions and upon the basis of the representations and warranties herein set forth, the Underwriter hereby offers to purchase from the City all (but not less than all) of the Bonds, as more particularly described in **Schedule I**. This offer is subject to acceptance by the City by the Acceptance Deadline and, if not so accepted, will be subject to withdrawal by the Underwriter by written notice delivered to the City at any time prior to acceptance. The City shall accept this Agreement by its execution hereof. Upon such execution, the Agreement will be binding upon the Underwriter and the City. This Agreement is effective as of the Effective Date and Time.

3. Purchase of the Bonds. The Underwriter shall purchase from the City, and the City shall sell to the Underwriter, all (but not less than all) of the Bonds on the Closing Date at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Bonds shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices and be subject to mandatory sinking fund redemption prior to maturity and to such other terms and provisions, all as set forth in **Schedule I**. The Bonds otherwise shall be as described in the Official Statement, the Ordinance and the Issuer Documents. The Underwriter's agreement to purchase the Bonds from the City shall be the obligation of the Underwriter and is made in reliance upon the City's representations, covenants and warranties and on the terms and conditions set forth in this Agreement.

The City acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the City and the Underwriter, (ii) the Underwriter has financial and other interests that differ from those of the City, (iii) the Underwriter is not acting as a Municipal Advisor, financial advisor or fiduciary to the City or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iv) the only obligations of the Underwriter to the City with respect to the transaction contemplated hereby are expressly as set forth in this Agreement, and (v) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

4. Purchase Price. The Purchase Price of the Bonds is \$5,559,778.50 (representing the principal amount of the Bonds of \$5,630,000, less an Underwriter's discount of \$82,225, and plus net original issue premium of \$12,003.50). The Purchase Price shall be payable on the

Closing Date by the Underwriter by wire transfer in immediately available funds to the order of the Depository Bank; provided, that the debt service reserve fund amount shall be wired to the West Virginia Municipal Bond Commission, and the premium for the Policy may be wired directly to the Bond Insurer.

5. Public Offering. The Underwriter agrees to make a bona fide initial public offering of all the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in the Official Statement. The Underwriter may change the initial offering price or prices as they deem necessary in connection with the offering of the Bonds without any requirement of prior notice, and may offer and sell the Bonds to certain institutions at prices lower than those stated in the Official Statement. Upon the request of Bond Counsel, the Underwriter shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter.

6. Good Faith Deposit. No Good Faith Deposit will be delivered.

7. Official Statement.

- (a) The City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Bonds by the Underwriter, and further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering and sale of the Bonds. The City hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was "deemed final" by the City as of its date for purposes of Rule 15c2-12, except for permitted omissions.
- (b) The City hereby consents to and ratifies the use and distribution by the Underwriter of the Official Statement in connection with the public offering and sale of the Bonds by the Underwriter.
- (c) The City, at its cost, shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriter or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriter, but in sufficient quantity to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12, and Rule G-32 and any other applicable rules of the SEC and the MSRB.
- (d) The City authorizes the Underwriter to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriter agrees to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the "primary offering disclosure period," and if required by any applicable SEC or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The City shall provide the Underwriter with the information necessary to complete MSRB Form G-32 for all filings to be made under this Section.

- (e) The Preliminary Official Statement and the Official Statement may be delivered in printed and a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed by the City and the Underwriter. If the Official Statement has been prepared in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.
- (f) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. The City covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the City and the Underwriter) any event shall occur, or information comes to the attention of the City, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the City’s expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a “designated electronic format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format in form and substance mutually agreed upon by the City and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

8. Representations and Warranties of and on behalf of Issuer.

- (a) The City hereby agrees with, and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:
  - (i) The City is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the Act, to enact the Ordinance, to execute and deliver the Issuer Documents and the Official Statement, to issue, sell and deliver the Bonds as provided herein, and to carry out and to consummate the transactions contemplated by the Ordinance, the Issuer Documents and the Official Statement.
  - (ii) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Bonds, (B) the issuance and sale of the Bonds upon the terms set forth herein and as contemplated by the Ordinance, the Issuer Documents and the

Official Statement and (C) the execution and delivery of, and the performance by the City of the obligations on its part contained in, the Bonds, the Ordinance and the Issuer Documents.

- (iii) The Bonds will be issued in conformity with and shall be entitled to the benefit and security of the Ordinance and the Issuer Documents. When delivered to and paid for by the Underwriter in accordance with the terms of this Agreement, the Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute valid and binding limited obligations of the City payable from revenues and moneys pledged therefor under the Ordinance and will be entitled to the benefit of the Ordinance.
- (iv) This Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms; the other Issuer Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the City enforceable in accordance with their respective terms; and the Bonds, when issued, authenticated and delivered in accordance with the Issuer Documents and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms; in all cases, except as to the enforceability of this Agreement, the other Issuer Documents and the Bonds may be limited by application of Creditors' Rights Laws.
- (v) The City is not in breach of or default in any material respect under (if applicable) its enabling legislation or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the City under any of the foregoing.
- (vi) All financial statements of the City included as a part of the Preliminary Official Statement and the Official Statement (the "City Financial Statements"), fairly present the financial condition of the City as of the respective dates and have been prepared when so indicated in accordance with generally accepted accounting principles consistently applied and since the respective most recent dates as of which information is given in the Preliminary Official Statement or the Official Statement, there has not been any material change in the long-term debt of the City or any material adverse change in the general affairs, management, financial position, or results of the City and no material transactions or obligations other than in the ordinary course of business have been entered into with respect to the City, except as reflected in or contemplated by the Official Statement.
- (vii) The enactment, adoption, execution and delivery of the Bonds, Ordinance and the Issuer Documents, and compliance with the provisions on the City's part

contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City or any of its property or assets are otherwise subject, and such enactment, adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the assets of the City, except as provided by the Bonds, the Ordinance and the Issuer Documents.

- (viii) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Bonds or the due performance by the City of its obligations under the Ordinance, the Issuer Documents and the Bonds have been duly obtained or will be obtained prior to the Closing, except that the City makes no representations with respect to (A) such authorizations, approvals, consents and orders, if any, as may be required under federal or state securities laws of any jurisdiction in connection with the offering and sale of the Bonds and (B) authorizations, approvals, consents and orders that are required to be obtained or renewed periodically, such as budgets, licenses and permits.
- (ix) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not, and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, that the City makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.
- (x) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the City, threatened against the City: (A) affecting the existence of the City or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection of sewer revenues for the repayment of the Bonds or the making of any other required deposits with respect to the Bonds, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the City to issue, enact, adopt or to enter into (as applicable), the Bonds, the Ordinance or the Issuer Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or would result in any material adverse change in the ability of the City to collect sewer revenues for the repayment of the Bonds or (F) contesting the status of the interest on the Bonds as excludable from

gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement.

- (xi) The City has received all licenses, permits or other regulatory approvals required, if any, in connection with the issuance of the Bonds and, to the extent presently obtainable, to the construction of the Project, and the City is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.
  - (xii) The City has entered or will enter into the Continuing Disclosure Agreement and, unless otherwise described in the Official Statement or set forth below, the City has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.
  - (xiii) The Ordinance, the Issuer Documents and the Bonds conform to the description thereof contained in the Official Statement.
  - (xiv) The City has the legal authority to apply proceeds of the Bonds for the purposes contemplated by the Ordinance and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Bonds to the extent required by this Agreement and in compliance with applicable law.
- (b) The Sanitary Board hereby agrees with, and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:
- (i) The Sanitary Board is duly created and existing under the Act and has full legal right, power and authority under the Act and other laws of the State to execute and deliver the Issuer Documents to which it is a party and the Official Statement and to carry out and to consummate the transactions contemplated by the Ordinance, the Issuer Documents and the Official Statement.
  - (ii) By all necessary official action of the Sanitary Board prior to or concurrently with the acceptance hereof, the Sanitary Board has duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Bonds, and (B) the execution and delivery of, and the performance by the City of the obligations on its part contained in the Issuer Documents to which it is a party.
  - (iii) This Agreement constitutes a legal, valid and binding obligation of the Sanitary Board enforceable in accordance with its terms; the other Issuer Documents to which the Sanitary Board is a party, when duly executed and delivered, will constitute the legal, valid and binding obligations of the Sanitary Board enforceable in accordance with their respective terms; in all cases, except as to the

enforceability of this Agreement and the other Issuer Documents may be limited by application of Creditors' Rights Laws.

- (iv) The Sanitary Board is not in breach of or default in any material respect under (if applicable) its enabling legislation or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Sanitary Board is a party or to which the Sanitary Board is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Sanitary Board under any of the foregoing.
- (v) All financial statements of the Sanitary Board included as a part of the Preliminary Official Statement and the Official Statement (the "Sanitary Board Financial Statements"), fairly present the financial condition of the Sanitary Board as of the respective dates and have been prepared when so indicated in accordance with generally accepted accounting principles consistently applied and since the respective most recent dates as of which information is given in the Preliminary Official Statement or the Official Statement, there has not been any material change in the long-term debt of the Sanitary Board or any material adverse change in the general affairs, management, financial position, or results of the Sanitary Board and no material transactions or obligations other than in the ordinary course of business have been entered into with respect to the Sanitary Board, except as reflected in or contemplated by the Official Statement.
- (vi) The execution and delivery of the Issuer Documents to which it is a party, and compliance with the provisions on the Sanitary Board's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Sanitary Board is a party or to which the Sanitary Board or any of its property or assets are otherwise subject, and such execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the assets of the Sanitary Board, except as provided by the Issuer Documents.
- (vii) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the Sanitary Board of its obligations under the Issuer Documents have been duly obtained or will be obtained prior to the Closing, except that the Sanitary Board makes no representations with respect to (A) such authorizations, approvals, consents and orders, if any, as may be required under federal or state securities laws of any jurisdiction in connection with the offering and sale of the

Bonds and (B) authorizations, approvals, consents and orders that are required to be obtained or renewed periodically, such as budgets, licenses and permits.

- (viii) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not, and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, that the Sanitary Board makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.
- (ix) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Sanitary Board, threatened against the Sanitary Board of the City: (A) affecting the existence of the Sanitary Board or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the collection of sewer revenues for the repayment of the Bonds or the making of any other required deposits with respect to the Bonds, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Sanitary Board to enter into the Issuer Documents to which it is a party, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Sanitary Board or would result in any material adverse change in the ability of the Sanitary Board to collect sewer revenues for the repayment of the Bonds, in each case as described in the Official Statement.
- (x) The Sanitary Board has received all licenses, permits or other regulatory approvals required, if any and to the extent presently obtainable, for the construction of the Project and operation of the System, and the Sanitary Board is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.
- (xi) The Sanitary Board has entered or will enter into the Continuing Disclosure Agreement and, unless otherwise described in the Official Statement or set forth below, the Sanitary Board has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.
- (xii) The Sanitary Board has the legal authority to apply proceeds of the Bonds for the purposes contemplated by the Ordinance and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Bonds to the extent required by this Agreement and in compliance with applicable law.

9. Covenants of the City and Sanitary Board. The City and the Sanitary Board, as applicable, hereby covenant with the Underwriter that:

- (a) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the assets, properties, funds or interests of the City.
- (b) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without prior written notice to the Underwriter.
- (c) The City or the Sanitary Board shall promptly advise the Underwriter by written notice of any matter arising or discovered after the date of this Agreement and prior to the Closing Date that if existing or known at the date hereof would render any of the representations or warranties set forth herein to be untrue or misleading or might adversely affect the correctness or completeness of any statement of a material fact regarding the City or the Sanitary Board contained in the Official Statement; or any developments that affect the accuracy and completeness of the key representations (within the meaning of Rule 15c2-12) regarding the City or the Sanitary Board contained in the Official Statement.
- (d) The City and the Sanitary Board will undertake, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notices of certain events in compliance with Rule 15c2-12. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.
- (e) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriter may request; *provided*, that the City shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consents to service of process under the laws of any jurisdiction.
- (f) Neither the City nor the Sanitary Board shall knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Bonds.

10. Representations and Warranties of the Underwriter. The Underwriter hereby agrees with, and makes the following representations and warranties to, the City and the Sanitary Board, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

- (a) The Underwriter is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and authorized to do business in the State.

- (b) This Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the City and the Sanitary Board, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.
- (c) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

11. Third-Party Credit Enhancement or Support. The Policy shall be provided with respect to the Bonds, and its issuance shall be a condition precedent to Closing.

12. Ratings. On the Closing Date, the Bonds shall be rated "AA" (Insured) and "A-" (Underlying) by Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc.

13. Closing.

- (a) The delivery of and payment for the Bonds shall be the "Closing" for the Bonds and shall occur at or prior to 1:00 p.m., New York City time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriter and the City.
- (b) The City and the Underwriter agree that there shall be a preliminary closing held at the offices of Bond Counsel in Charleston, West Virginia, commencing at least 24 hours prior to the Closing Date, or at such other time or place as the City and the Underwriter shall agree.
- (c) At the Closing, the City shall deliver or cause to be delivered the Bonds to the Registrar as DTC's FAST closing agent on behalf of the Underwriter, as further described in paragraph (d) below. The Bonds shall be delivered in definitive form, duly executed by the Mayor of the City, attested by the Clerk of the City and authenticated by the Registrar, together with the other documents identified in Section 14. Subject to satisfaction of the conditions contained in this Agreement, the Underwriter will accept delivery of the Bonds as described above and pay the Purchase Price of the Bonds in immediately available funds, payable to the order of the Depository Bank or as otherwise directed by the City.
- (d) Delivery of the definitive Bonds shall be made to the Registrar as DTC's FAST agent with respect to DTC's book-entry-only system or as otherwise may be designated by the Underwriter prior to the Closing. The Bonds will be delivered as fully-registered bonds, bearing CUSIP numbers, with a single bond for each maturity of the Bonds (or, if so provided in **Schedule I**, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act as

securities depository for the Bonds. Unless otherwise requested by the Underwriter, the Bonds will be delivered under DTC's FAST delivery system.

- (e) After execution by the City and authentication by the Registrar, the Bonds shall be held in safe custody by the Registrar or any authorized agent for the Registrar. The Registrar shall release or authorize the release of the Bonds from safe custody at the Closing upon receipt of payment for the Bonds.

14. Closing Conditions. The obligations of the Underwriter hereunder shall also be subject to the following additional conditions:

- (a) At and as of the Closing Date, (i) the Official Statement, this Agreement and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be deposited and applied as described in the Official Statement, and (iii) the City shall have duly enacted or adopted and there shall be in full force and effect such ordinances or resolutions as, in the opinion of Bond Counsel shall be necessary in connection with the transactions contemplated hereby.
- (b) Receipt of the Bonds, which shall have been executed and delivered by the City and authenticated by the Registrar, and executed copies of the Issuer Documents at or prior to the Closing.
- (c) On or prior to the Closing Date, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter and the City:
  - (i) The unqualified approving opinion, dated as of the Closing Date, of Bond Counsel, in the form attached as Appendix G to the Official Statement and, if such opinion is not addressed to the Underwriter, a reliance opinion from Bond Counsel providing that the Underwriter may rely on the opinion of Bond Counsel;
  - (ii) A supplemental opinion of Bond Counsel, dated as of the Closing Date, substantially in the form attached hereto as Exhibit A;
  - (iii) The opinion of Issuer's Counsel, dated as of the Closing Date and addressed to the Underwriter, substantially in the form attached hereto as Exhibit B;
  - (iv) The opinion of Underwriter's Counsel, dated as of the Closing Date, in form and substance satisfactory to the Underwriter;
  - (v) A certificate of the City and the Sanitary Board, executed and delivered by the Mayor, including in his capacity as Chairman of the Sanitary Board, or any other duly authorized officer or officers of the City and the Sanitary Board,

satisfactory to the Underwriter, dated as of the Closing, to the effect that: (A) the City and the Sanitary Board have duly performed all of their respective obligations to be performed at or prior to the Closing and that each of their respective representations and warranties contained herein are true as of Closing, (B) the City and, to the extent applicable, the Sanitary Board have each authorized, by all necessary action, the execution, delivery, receipt and due performance of the Bonds, the Continuing Disclosure Agreement, the Ordinance and all other Issuer Documents as may be required to be executed, delivered and received by the City or the Sanitary Board, as the case may be, in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement, (C) to the City's or the Sanitary Board's knowledge, no litigation is pending or threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds or the Ordinance, (D) the execution, delivery, receipt and due performance of the Bonds, the Issuer Documents and the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated thereby and the City's and, as applicable, the Sanitary Board's compliance with the provisions thereof will not conflict with or constitute on the part of the City or, as applicable, the Sanitary Board a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City or the Sanitary Board is subject or by which it may be bound, (E) to the best of such officer's knowledge, no event affecting the City or the Sanitary Board has occurred since the date of the Official Statement that should be disclosed in the Official Statement to make the statements and information therein not misleading in any material respect for the purposes for which it is to be used, (F) the City is in compliance, unless otherwise waived, with all covenants in its outstanding ordinances which authorized bonds secured by the revenues of the System, and (G) the City and the Sanitary Board are obligated by the Continuing Disclosure Agreement and are in full compliance with all of their respective prior written continuing disclosure undertakings entered into pursuant to the provisions of Rule 15c2-12(b)(5), excepting only such matters as may be described in the Continuing Disclosure section of the Official Statement;

- (vi) Copies of this Agreement executed by the parties thereto;
- (vii) Executed copies of the Continuing Disclosure Agreement, in form and substance satisfactory to the Underwriter and Underwriter's Counsel;
- (viii) The Ordinance, certified by the Clerk of the City under the seal of the City, as having been duly enacted by the City Council and as being in full force and effect, with only such amendments, modifications or supplements as may have been agreed to by the Underwriter;
- (ix) Evidence of "AA" (Insured) and "A-" (Underlying) rating from Standard & Poor's Ratings Services;

- (x) An executed copy of Internal Revenue Service Form 8038-G;
- (xi) Evidence that the City has adopted a formal post issuance policy sufficient to allow the City to check boxes 43 and 44 on Form 8038-G;
- (xii) A certificate of the Accountants that the City has gross revenues sufficient to meet the rate coverage requirements of the Ordinance and meet the additional bonds parity test of each of the ordinances authorizing each series of the Prior Bonds;
- (xiii) A certificate of the Registrar that it has received all of the documents required by the Ordinance for the issuance of the Bonds;
- (xiv) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Bonds;
- (xv) Consent from the Accountants to use the City's audit and the Sanitary Board's audit in the Preliminary Official Statement and the final Official Statement;
- (xvi) A tax and arbitrage certificate of the City, including evidence that all existing rebate calculation requirements have been met;
- (xvii) Any written consent required from the holders of the Prior Bonds to the issuance of the Bonds on a parity with the Prior Bonds;
- (xviii) A certificate of the consulting engineer to the effect that the City has obtained all permits and approvals necessary to complete the Project and operate the System;
- (xix) Evidence that the reserve funds for the Prior Bonds are funded at the levels required therefor and that the reserve fund for the Bonds is fully funded with Bond proceeds;
- (xx) Evidence of construction bids consistent with the plan of financing for the Project;
- (xxi) A copy of the Policy, the original of which shall have been delivered to the Registrar or the Paying Agent, as applicable; and
- (xxii) Such additional legal opinions, certificates, proceedings, instruments and other documents as Underwriter's Counsel or Bond Counsel may reasonably request to evidence compliance by the City and the Sanitary Board with legal requirements, the truth and accuracy, as of the Closing Date, of the respective representations of the City and the Sanitary Board herein contained and the due performance or satisfaction by the City and the Sanitary at or prior to such time of

all agreements then to be performed and all conditions then to be satisfied by the City and the Sanitary Board.

If the City and the Sanitary Board shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the City or the Sanitary Board shall be under further obligation hereunder, except that the respective obligations to pay expenses, as provided herein, shall continue in full force and effect.

15. Issue Price Certificate. The Underwriter shall execute and deliver on the Closing Date an issue price or similar certificate in form and substance reasonably satisfactory to the City, Bond Counsel and the Underwriter.

16. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement by written notice to the City if, between the Effective Date to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds, provided that this paragraph (a) (i) shall not apply if the Bonds are being issued as taxable Bonds; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue

of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Ordinance or the Issuer Documents, or any comparable securities of the City, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Sanitary Board shall have occurred; or

(vi) any rating on securities of the City shall have been downgraded or placed on negative watch; or

(vii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City or the Sanitary Board refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(viii) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(ix) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(x) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, the Underwriter shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(xi) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the City and the Underwriter under this Agreement shall terminate, without further liability, except that the City or the Sanitary Board and the Underwriter shall pay their respective expenses as set forth in Section 17 of this Agreement.

17. Payment of Expenses.

- (a) The Underwriter shall be under no obligation to pay, and the City or the Sanitary Board shall pay from available funds or direct the Paying Agent under the Ordinance and the Issuer Documents to pay from the proceeds of the Bonds (to the extent permitted under applicable law) or from other funds of the City or Sanitary Board (to the extent permitted by applicable law), all expenses that are incidental to the performance of the City's and Sanitary Board's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Bonds; the fees and expenses of Bond Counsel and Issuer's Counsel; the fees and expenses of the City's financial advisors, Accountants, any verification consultant and all other consultants; the fees and disbursements of any Trustee, any Paying Agent and any escrow agent, and their respective counsel; all expenses in connection with obtaining a rating or ratings for the Bonds; all expenses of the City in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Ordinance, any Issuer Document or any other instrument; the City's administrative fees; and all other expenses and costs of the City incident to its obligations in connection with the authorization, issuance, sale and distribution of the Bonds. Unless the City and the Underwriter otherwise agree, the City shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the City in connection with the marketing, issuance and delivery of the Bonds.
- (b) The Underwriter shall pay the costs of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds. The fees and expenses of Underwriter's Counsel shall be paid from the proceeds of the Bonds.

18. Blue Sky Qualification. The City agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under securities or blue sky laws of such jurisdictions of the United States as the Underwriter may request. The City consents to the use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualification. The City shall not be required to register in any jurisdiction.

19. Notices. Any notice or other communication to be given to the City under this Agreement may be given by certified mail or by delivering the same in writing to the City at the address set forth above. Any notice or other communication to be given to the Underwriter under this Agreement may be given by certified mail or by delivering the same in writing to the Underwriter at the following address:

Piper Jaffray & Co.  
405 Capital Street, Suite 613  
Charleston, WV 25301  
Attn: Manager of West Virginia Public Finance

Such notice addresses may be changed by providing notice to the other party pursuant to the means above described.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. To the extent allowed by law, each of the parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of this Agreement or the transactions contemplated hereby. The Underwriter acknowledges that the City and the Sanitary Board cannot subject themselves to the jurisdiction of courts other than courts in West Virginia.

21. Miscellaneous. This Agreement is made solely for the benefit of the signatories hereto (including the Underwriter and its successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. None of the City, the Sanitary Board or the Underwriter may assign this Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, and shall survive the delivery of and payment for the Bonds and any termination of this Agreement. Section headings have been included in this Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative

or unenforceable to any extent whatever.

22. Counterparts. This Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

23. Signatures. Upon execution by the City, the Sanitary Board and the Underwriter, this Agreement shall be binding upon the City, the Sanitary Board and the Underwriter as of the Effective Date and Time.

Very truly yours,

PIPER JAFFRAY & CO.

By:   
Senior Vice President

THE CITY OF HUNTINGTON, WEST VIRGINIA

By:   
Authorized Representative

THE SANITARY BOARD OF THE CITY OF HUNTINGTON

By:   
Authorized Representative

ACCEPTANCE DATE AND TIME:

March 16, 2015 at 2:55 p.m.

**SCHEDULE I**

**\$5,630,000**

**THE CITY OF HUNTINGTON, WEST VIRGINIA  
SEWER REVENUE BONDS, SERIES 2015 A (TAX EXEMPT)**

**MATURITIES, AMOUNTS AND INTEREST RATES**

<b>Maturity Date</b>	<b>CUSIP**</b>	<b>Amount</b>	<b>Rate</b>	<b>Yield</b>	<b>Price</b>	<b>Yield to Maturity</b>	<b>Call Date</b>	<b>Call Price</b>	<b>Premium (- Discount)</b>	
<b>Serial Bonds:</b>										
11/1/2017	446834FC2	100,000	2.000%	0.900%	102.817				2,817.00	
11/1/2018	446834FD0	165,000	2.000%	1.300%	102.451				4,044.15	
11/1/2019	446834FE8	250,000	2.000%	1.550%	101.988				4,970.00	
11/1/2020	446834FF5	255,000	2.000%	1.800%	101.059				2,700.45	
11/1/2021	446834FG3	260,000	2.000%	2.050%	99.692				(800.80)	
11/1/2022	446834FH1	265,000	3.000%	2.300%	104.852				12,857.80	
11/1/2023	446834FJ7	275,000	3.000%	2.500%	103.845				10,573.75	
11/1/2024	446834FK4	285,000	3.000%	2.650%	102.947				8,398.95	
11/1/2025	446834FL2	290,000	3.000%	2.750%	102.094	*	2.770%	11/1/2024	100.000	6,072.60
11/1/2026	446834FM0	300,000	3.000%	2.850%	101.250	*	2.872%	11/1/2024	100.000	3,750.00
		<b>2,445,000</b>							<b>55,383.90</b>	
<b>2028 Term Bond:</b>										
11/1/2028	446834FN8	630,000	3.000%	3.100%	98.895				(6,961.50)	
<b>2030 Term Bond:</b>										
11/1/2030	446834FP3	670,000	3.250%	3.300%	99.392				(4,073.60)	
<b>2032 Term Bond:</b>										
11/1/2032	446834FQ1	715,000	3.375%	3.450%	99.014				(7,049.90)	
<b>2035 Term Bond:</b>										
11/1/2035	446834FR9	1,170,000	3.500%	3.650%	97.838				(25,295.40)	
		<b>5,630,000</b>							<b>12,003.50</b>	

\*Priced to the first optional redemption date of 11/01/2024.

\*\*CUSIP data on the inside cover page is provided by Standard & Poor's CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc. The CUSIP numbers on the inside cover page hereof are being provided solely for the convenience of the Holders of the Series 2015 A Bonds only at the time of issuance of the Series 2015 A Bonds, and none of the Issuer, the Sanitary Board (as hereinafter defined) or the Underwriter make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2015 A Bonds.

**EXHIBIT A**

SUPPLEMENTAL BOND COUNSEL OPINION

[LETTERHEAD OF STEPTOE & JOHNSON PLLC]

March 26, 2015

The City of Huntington, West Virginia  
Huntington, West Virginia

Piper Jaffray & Co.  
Charleston, West Virginia

Re: \$5,630,000 The City of Huntington, West Virginia Sewer Revenue Bonds, Series  
2015 A (Tax Exempt)

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance and sale by the City of Huntington, West Virginia (the "Issuer") of its \$5,630,000 aggregate principal amount of Sewer Revenue Bonds, Series 2015 (Tax Exempt) (the "Series 2015 Bonds"). In our capacity as Bond Counsel, we are delivering an opinion of even date herewith concerning the legality of the Series 2015 Bonds and the exclusion of interest on the Series 2015 Bonds from gross income for federal income tax purposes (the "Bond Opinion"). We have examined the documents and instruments as described in the Bond Opinion, the Official Statement and such other matters as we have deemed necessary or appropriate to render this opinion. Words and terms used in this opinion shall have the meanings assigned to them in the Bond Purchase Agreement (the "Purchase Agreement") dated March 16, 2015, between the Issuer and, to the extent applicable, the Sanitary Board of the Issuer (the "Sanitary Board") and Piper Jaffray & Co. (the "Underwriter"), and approved by the Issuer.

Based upon the foregoing, we are of the opinion that:

1. The Purchase Agreement has been duly authorized, executed and delivered by, and (assuming due authorization, execution and delivery by the other parties and that it is a binding agreement of the other parties in accordance with its terms) constitutes a binding agreement in accordance with its terms of, the City and, to the extent applicable, the Sanitary Board, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, and by principles of equity, whether considered at law or in equity or by the exercise of judicial discretion.
2. The Issuer has duly authorized the distribution and execution of the Official Statement and the delivery thereof to the Underwriter.

3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Ordinance is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

4. The statements contained in the Official Statement under the captions "Purpose and Plan of Financing," "The Series 2015 A Bonds," "Security for the Series 2015 A Bonds," and "Tax Matters" are true and accurate in all material respects and present a fair and accurate summary and description of the matters summarized and described under such caption.

5. The Bond Opinion is in substantially the form set forth in Appendix G to the Official Statement, and the Ordinance and Supplemental Parameters Resolution enacted and adopted by the City Council are in the forms set forth in Appendix H to the Official Statement.

Very truly yours,

**EXHIBIT B**

FORM OF OPINION OF COUNSEL TO ISSUER

[LETTERHEAD OF THE CITY OF HUNTINGTON]

March 26, 2015

The City of Huntington, West Virginia  
Huntington, West Virginia

Piper Jaffray & Co.  
Charleston, West Virginia

Re: \$5,630,000 The City of Huntington, West Virginia Sewer Revenue Bonds, Series  
2015 A (Tax Exempt)

Ladies and Gentlemen:

I am counsel for the City of Huntington, West Virginia (the "Issuer") and have acted as such in connection with the issuance and sale of the above-referenced Bonds (the "Bonds"), which are being delivered and sold pursuant to a Bond Purchase Agreement dated as of March 16, 2015 (the "Purchase Agreement"), between Piper Jaffray & Co. (the "Underwriter") and the Issuer and, to the extent applicable, the Sanitary Board of the Issuer (the "Sanitary Board"). Any capitalized term used herein and not defined shall have the meaning assigned to it in the Purchase Agreement.

In this connection, I have reviewed and examined certain proceedings and documents with respect to the Bonds, any such records, certificates and other documents as I have considered necessary or appropriate for the purposes of this opinion, the Constitution and the laws of the State of West Virginia, specifically Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended (the "Act"), the Ordinance of the Issuer relating to the Bonds enacted by the Council of the Issuer on February 25, 2015, as supplemented by a supplemental parameters resolution adopted by the Council of the Issuer on March 9, 2015 (together, the "Ordinance"), the Continuing Disclosure Agreement (the "Undertaking"), the Purchase Agreement, the Preliminary Official Statement dated March 11, 2015, the Supplement to Preliminary Official Statement dated March 16, 2015, and the Official Statement dated March 16, 2015, with respect to the issuance and offering of the Bonds (together, the "Official Statement"), and a closing certificate of the Issuer. Based on such review and such other considerations of law and fact as I believe to be relevant, I am of the opinion that:

1. The Issuer is a political subdivision and municipal corporation of the State of West Virginia and is vested with all the rights and powers conferred by the Act.

2. The City Council has duly created and appointed the members to the Sanitary Board, and the Sanitary Board is duly acting as a sanitary board, vested with all the rights and powers pursuant to the Act.

3. The Issuer has full power and authority to impose the rates for the System, to enact the Ordinance, to offer, issue and sell the Series 2015 A Bonds, to construct the Project and to pay certain expenses in connection with the Series 2015 A Bonds, all in the manner and upon the terms and conditions set forth in the Purchase Agreement and the Ordinance and, in this connection, has taken all action required by the Ordinance, the Act and other applicable laws in connection therewith (provided that I express no opinion as to any state securities or "Blue Sky" laws).

4. The Issuer has duly authorized (a) the execution and delivery of the Issuer Documents and (b) the sale, issuance and delivery of the Series 2015 A Bonds, and has taken all action necessary or appropriate to carry out the same. The Issuer Documents and the Series 2015 A Bonds have been duly executed and delivered by the Issuer, constitute valid and binding special and limited obligations of the Issuer entitled to the benefits and security of the Ordinance, and are enforceable against the Issuer in accordance with their terms. The enforceability of the obligations of the Issuer with respect to the Issuer Documents and the Series 2015 A Bonds may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the exercise of judicial discretion.

5. The Issuer has complied with all requirements of the Act that must be satisfied in connection with the issuance of the Bonds. The execution and delivery by the Issuer of the Issuer Documents, and the performance by the Issuer of its obligations under such documents will not violate any provision of (a) the Act, (b) any federal or West Virginia constitutional or statutory provisions, (c) to the best of my knowledge, any agreement or other instrument to which the Issuer is a party or by which it is bound, or (d) to the best of my knowledge, any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Issuer or its property.

6. No litigation is pending, or to my knowledge, threatened in any court in any way affecting the existence of the Issuer or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance or delivery of the Bonds, or the collection of Revenues of the System pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Ordinance or this Purchase Agreement, or contesting the powers of the Issuer with respect to the Bonds, the Ordinance, the Undertaking or this Purchase Agreement or any transaction described in or contemplated by the Official Statement.

7. The Official Statement, as amended or supplemented to the date of Closing, contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein regarding the Issuer, in light of the circumstances under which they were made, not misleading.

8. The statements contained in the Official Statement under the captions “Purpose and Plan of Financing,” “The Series 2015 A Bonds,” “Security for the Series 2015 A Bonds,” “The Issuer,” “The System and the Sanitary Board,” “Litigation,” “Legal Matters,” “Appendix B – The System and the Sanitary Board,” and “Appendix E – Pension and OPEB Matters” are true and accurate in all material respects and present a fair and accurate summary and description of the matters summarized and described under such caption; provided, that I express no opinion with respect to financial, statistical or similar data set forth therein.

9. The Issuer is in substantial compliance with its existing continuing disclosure undertakings entered into pursuant to Rule 15c2-12 adopted by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 with the exception of such matters as are described in the Preliminary Official Statement and the Official Statement.

The opinions given herein are as of the date hereof. I assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to my attention or any changes in law that may hereafter occur. The foregoing opinions may be relied upon by the Issuer, the Underwriter and their respective counsel but may not be relied upon by any other party. Other than its inclusion in the transcript of closing documents for the Series 2015 A Bonds, this opinion is not to be reproduced or otherwise used without our specific prior written consent.

Very truly yours,





Chase Tower, Eighth Floor  
P.O. Box 1588  
Charleston, WV 25326-1588  
(304) 353-8000 (304) 353-8180 Fax  
www.steptoe-johnson.com

Writer's Contact Information

March 26, 2015

The City of Huntington  
Sewer Revenue Bonds, Series 2015 A  
(Tax-Exempt)

The City of Huntington  
Huntington, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

Piper Jaffray & Co.  
Charleston, West Virginia

Assured Guaranty Municipal Corp.  
New York, New York

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance by The City of Huntington, West Virginia (the "Issuer") of its \$5,630,000 aggregate principal amount of Sewer Revenue Bonds, Series 2015 A (Tax-Exempt) (the "Series 2015 A Bonds").

The Series 2015 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Ordinance duly enacted by the Issuer on February 23, 2015, as supplemented by a Supplemental Parameters Resolution duly adopted by the Issuer on March 9, 2015 and a Certificate of Determinations executed by the Mayor on March 16, 2015 (collectively, the "Ordinance"), and are subject to all the terms and conditions of the Ordinance. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Ordinance when used herein.

The Series 2015 A Bonds are issued in fully registered form, are dated March 26, 2015, upon original issuance, mature on November 1 in the years and amounts and bear interest payable each May 1 and November 1, commencing November 1, 2015 all as set forth in the Ordinance.

The Ordinance provides that the Series 2015 A Bonds are issued for the purpose of (i) capitalizing interest on the Series 2015 A Bonds; (ii) paying the costs of acquisition and

construction of certain additions, betterments and improvements to the System; (iii) funding the Series 2015 A Bonds Reserve Account; and (iv) paying the costs of issuance of the Series 2015 A Bonds.

The Series 2015 A Bonds have been sold to Piper Jaffray & Co. (the “Original Purchaser”), pursuant to a Bond Purchase Agreement dated March 16, 2015, and accepted by the Issuer (the “Bond Purchase Agreement”).

As to questions of fact material to our opinion, we have relied upon representations of the Issuer, the Original Purchaser and other entities contained in the Ordinance, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Tax Certificate and in the certified proceedings and other certifications of certain officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, and assuming compliance with the covenants and representations of the Issuer and others set forth in the Ordinance, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Tax Certificate and such certifications, we are of the opinion, under existing law, that:

1. The Issuer is a duly organized and validly existing municipal corporation under and pursuant to the laws of the State of West Virginia, with full power and authority to adopt and enact the Ordinance, enter into the Bond Purchase Agreement, the Continuing Disclosure Agreement and the Tax Certificate, perform its obligations under the terms and provisions thereof and to issue and sell the Series 2015 A Bonds, all under the provisions of the Act and other applicable provisions of law.

2. The Issuer, through its governing body, has legally and effectively adopted and enacted the Ordinance, has authorized, executed and delivered the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Tax Certificate, has authorized the distribution of the Official Statement in connection with the marketing and sale of the Series 2015 A Bonds, and has issued and delivered the Series 2015 A Bonds to the Original Purchaser pursuant to the Bond Purchase Agreement. The Ordinance is in full force and effect as of the date hereof.

3. Assuming due authorization, execution and delivery by the other parties thereto, the Bond Purchase Agreement, the Continuing Disclosure Agreement and the Tax Certificate constitute valid, legal, binding and enforceable instruments of the Issuer in accordance with their respective terms.

4. The Series 2015 A Bonds have been duly authorized, executed and delivered by the Issuer and, assuming proper authentication, constitute valid and legally enforceable limited obligations of the Issuer, payable from, and secured by a lien on, the Net Revenues of the System, on a parity with the Issuer’s: (i) Sewer Revenue Bonds, Series 1997 (West Virginia SRF Program), dated November 25, 1997, issued in the original aggregate principal amount of \$3,039,895 (the “Series 1997 Bonds”); (ii) Sewer Revenue Bonds, Series 1999 (West Virginia SRF Program), dated June 22, 1999, issued in the original aggregate principal amount of

\$2,083,550 (the "Series 1999 Bonds"); (iii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated October 24, 2000, issued in the original aggregate principal amount of \$1,867,098 (the "Series 2000 A Bonds"); (iv) Sewerage System Refunding Revenue Bonds, Series 2007, dated December 27, 2007, issued in the original aggregate principal amount of \$5,500,000 (the "Series 2007 Bonds"); (v) Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 12, 2010, issued in the original aggregate principal amount of \$4,022,945 (the "Series 2010 A Bonds"); (vi) Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program), dated November 10, 2010, issued in the original aggregate principal amount of \$2,622,055 (the "Series 2010 B Bonds"), and (vii) Sewer Refunding Revenue Bonds, Series 2013 A, dated March 28, 2013, issued in the original aggregate principal amount of \$1,059,500 and held by People Bank (the "Series 2013 A Bonds"), (collectively, the "Prior Bonds"). The Series 2015 A Bonds are enforceable in accordance with their terms and the terms of the Ordinance, and are entitled to the benefits of the Ordinance and the Act.

5. Under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, the interest on the Series 2015 A Bonds (including any original issue discount properly allocable to owners of the Bonds) is excludable from gross income of the holders thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed upon individuals and corporations. Ownership of tax-exempt obligations, including the Series 2015 A Bonds, may result in collateral federal income tax consequences to certain taxpayers, including without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry such obligations. The Issuer has designated the Series 2015 A Bonds as "Qualified Tax-Exempt Obligations" for purposes of paragraph (3) of Section 265(b) of the Code and covenanted that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, obligations described in Section 265(b)(3)(C)(ii) of the Code), including the Series 2015 A Bonds, have been or shall be issued by the Issuer or any entities subordinate to it, during the calendar year 2015, all as determined in accordance with the Code. We offer no opinion as to such collateral tax consequences or any other federal tax consequences arising with respect to the Series 2015 A Bonds. Prospective purchasers of the Series 2015 A Bonds should consult their own tax advisors as to such consequences. The opinions set forth above are subject to the condition that the Issuer comply, on a continuing basis, with all requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder (collectively, the "Code") that must be satisfied subsequent to issuance of the Series 2015 A Bonds for interest thereon to be or continue to be excludable from gross income for federal income tax purposes and with all certifications, covenants and representations which may affect the excludability from gross income of the interest on the Series 2015 A Bonds set forth in the Ordinance, Bond Purchase Agreement, the Tax Certificate and the certifications of the Issuer and others. Failure to comply with such Code provisions or such certifications, covenants and representations could cause the interest on the Series 2015 A Bonds to be includable in gross income retroactive to the date of issuance of the Series 2015 A Bonds.

6. Under the Act, the Series 2015 A Bonds and the interest thereon are exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

7. The Series 2015 A Bonds are exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and the West Virginia Uniform Securities Act, as amended, and it is not necessary, in connection with the public offering and sale of the Series 2015 A Bonds, to register any securities under said Securities Acts.

It is to be understood that the rights of the holders of the Series 2015 A Bonds and the enforceability of the Series 2015 A Bonds, the Ordinance, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Tax Certificate, and the liens, pledges, rights or remedies with respect thereto, are subject to and may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws heretofore or hereafter enacted affecting creditors' rights or remedies generally and that their enforcement may also be subject to the application of public policy, general principles of equity and the exercise of judicial discretion in appropriate cases.

We do not express any opinion as to the sufficiency or accuracy of the material, information or financial statements which are set forth in the official statement prepared and used in connection with the offering and sale of the Series 2015 A Bonds.

We have examined the executed and authenticated Series 2015 A Bonds of said issue, and in our opinion, said Series 2015 A Bonds are in proper form and have been duly executed and authenticated.

Very truly yours,

  
STEPTOE & JOHNSON PLLC



Chase Tower, Eighth Floor  
P.O. Box 1588  
Charleston, WV 25326-1588  
(304) 353-8000 (304) 353-8180 Fax  
www.steptoe-johnson.com

Writer's Contact Information

March 26, 2015

The City of Huntington, West Virginia  
Huntington, West Virginia

Piper Jaffray & Co.  
Charleston, West Virginia

Re: \$5,630,000 The City of Huntington, West Virginia Sewer Revenue Bonds, Series  
2015 A (Tax Exempt)

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance and sale by the City of Huntington, West Virginia (the "Issuer") of its \$5,630,000 aggregate principal amount of Sewer Revenue Bonds, Series 2015 A (Tax Exempt) (the "Series 2015 A Bonds"). In our capacity as Bond Counsel, we are delivering an opinion of even date herewith concerning the legality of the Series 2015 A Bonds and the exclusion of interest on the Series 2015 A Bonds from gross income for federal income tax purposes (the "Bond Opinion"). We have examined the documents and instruments as described in the Bond Opinion, the Official Statement and such other matters as we have deemed necessary or appropriate to render this opinion. Words and terms used in this opinion shall have the meanings assigned to them in the Bond Purchase Agreement (the "Purchase Agreement") dated March 16, 2015, between the Issuer and, to the extent applicable, the Sanitary Board of the Issuer (the "Sanitary Board") and Piper Jaffray & Co. (the "Underwriter"), and approved by the Issuer.

Based upon the foregoing, we are of the opinion that:

1. The Purchase Agreement has been duly authorized, executed and delivered by, and (assuming due authorization, execution and delivery by the other parties and that it is a binding agreement of the other parties in accordance with its terms) constitutes a binding agreement in accordance with its terms of, the City and, to the extent applicable, the Sanitary Board, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, and by principles of equity, whether considered at law or in equity or by the exercise of judicial discretion.

2. The Issuer has duly authorized the distribution and execution of the Official Statement and the delivery thereof to the Underwriter.

3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Ordinance is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

4. The statements contained in the Official Statement under the captions "Purpose and Plan of Financing," "The Series 2015 A Bonds," "Security for the Series 2015 A Bonds," and "Tax Matters" are true and accurate in all material respects and present a fair and accurate summary and description of the matters summarized and described under such caption.

5. The Bond Opinion is in substantially the form set forth in Appendix G to the Official Statement, and the Ordinance and Supplemental Parameters Resolution enacted and adopted by the City Council are in the forms set forth in Appendix H to the Official Statement.

Very truly yours,



STEPTOE & JOHNSON PLLC

**BOND PRICING**

The City of Huntington, West Virginia  
Sewer Revenue Bonds, Series 2015 A

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bond:										
	11/01/2017	446834FC2	100,000	2.000%	0.900%	102.817				2,817.00
	11/01/2018	446834FD0	165,000	2.000%	1.300%	102.451				4,044.15
	11/01/2019	446834FE8	250,000	2.000%	1.550%	101.988				4,970.00
	11/01/2020	446834FF5	255,000	2.000%	1.800%	101.059				2,700.45
	11/01/2021	446834FG3	260,000	2.000%	2.050%	99.692				(800.80)
	11/01/2022	446834FH1	265,000	3.000%	2.300%	104.852				12,857.80
	11/01/2023	446834FJ7	275,000	3.000%	2.500%	103.845				10,573.75
	11/01/2024	446834FK4	285,000	3.000%	2.650%	102.947				8,398.95
	11/01/2025	446834FL2	290,000	3.000%	2.750%	102.094	C 2.770%	11/01/2024	100.000	6,072.60
	11/01/2026	446834FM0	300,000	3.000%	2.850%	101.250	C 2.872%	11/01/2024	100.000	3,750.00
			<u>2,445,000</u>							<u>55,383.90</u>
2028 Term Bond:										
	11/01/2027	446834FN8	310,000	3.000%	3.100%	98.895				(3,425.50)
	11/01/2028	446834FN8	320,000	3.000%	3.100%	98.895				(3,536.00)
			<u>630,000</u>							<u>(6,961.50)</u>
2030 Term Bond:										
	11/01/2029	446834FP3	330,000	3.250%	3.300%	99.392				(2,006.40)
	11/01/2030	446834FP3	340,000	3.250%	3.300%	99.392				(2,067.20)
			<u>670,000</u>							<u>(4,073.60)</u>
2032 Term Bond:										
	11/01/2031	446834FQ1	350,000	3.375%	3.450%	99.014				(3,451.00)
	11/01/2032	446834FQ1	365,000	3.375%	3.450%	99.014				(3,598.90)
			<u>715,000</u>							<u>(7,049.90)</u>
2035 Term Bond:										
	11/01/2033	446834FR9	375,000	3.500%	3.650%	97.838				(8,107.50)
	11/01/2034	446834FR9	390,000	3.500%	3.650%	97.838				(8,431.80)
	11/01/2035	446834FR9	405,000	3.500%	3.650%	97.838				(8,756.10)
			<u>1,170,000</u>							<u>(25,295.40)</u>
			<u>5,630,000</u>							<u>12,003.50</u>

Dated Date	03/26/2015
Delivery Date	03/26/2015
First Coupon	11/01/2015
Par Amount	5,630,000.00
Premium	12,003.50
Production	5,642,003.50
Underwriter's Discount	(82,225.00)
Purchase Price	5,559,778.50
Accrued Interest	98.752726%
Net Proceeds	5,559,778.50

Notes:  
FINAL  
Based on market conditions as of March 16, 2015.  
'A-' Rated by Standard & Poor's / AGM Insured.

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SOURCES AND USES OF FUNDS

The City of Huntington, West Virginia  
Sewer Revenue Bonds, Series 2015 A

Dated Date 03/26/2015  
Delivery Date 03/26/2015

Sources:

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Bond Proceeds:	
Par Amount	5,630,000.00
Net Premium	12,003.50
	<hr/>
	5,642,003.50

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Uses:

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Project Fund Deposits:	
Project Fund	4,722,602.00
Project Fund Contingency	50,000.00
	<hr/>
	4,772,602.00

Other Fund Deposits:	
Debt Service Reserve Fund	412,731.26
Capitalized Interest Fund	227,419.53
	<hr/>
	640,150.79

Cost of Issuance:	
Bond Counsel	60,000.00
Underwriter's Counsel	35,000.00
CPA Certificate	5,000.00
Official Statement Printing	3,000.00
Registrar / Dissemination Agent	650.00
Rating Agency	15,500.00
CUSIP Assignment	457.00
Miscellaneous	3,611.21
	<hr/>
	123,218.21

Underwriter's Discount:	
Average Takedown	42,225.00
Management Fee	40,000.00
	<hr/>
	82,225.00

Other Delivery Date Expenses:	
AGM Insurance (30 Basis Points)	23,807.50
	<hr/>
	23,807.50
	<hr/>
	5,642,003.50

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Notes:

FINAL

Based on market conditions as of March 16, 2015.

'A-' Rated by Standard & Poor's / AGM Insured.

BOND SUMMARY STATISTICS

The City of Huntington, West Virginia  
Sewer Revenue Bonds, Series 2015 A

Dated Date	03/26/2015
Delivery Date	03/26/2015
Last Maturity	11/01/2035
Arbitrage Yield	3.182317%
True Interest Cost (TIC)	3.284230%
Net Interest Cost (NIC)	3.282871%
All-In TIC	3.547202%
Average Coupon	3.185849%
Average Life (years)	12.856
Weighted Average Maturity (years)	12.768
Duration of Issue (years)	10.406
Par Amount	5,630,000.00
Bond Proceeds	5,642,003.50
Total Interest	2,305,833.76
Net Interest	2,376,055.26
Total Debt Service	7,935,833.76
Maximum Annual Debt Service	412,731.26
Average Annual Debt Service	385,286.60
Underwriter's Fees (per \$1000)	
Average Takedown	7.500000
Management Fee	7.104796
Other Fee	
Total Underwriter's Discount	14.604796
Bid Price	98.752726

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	2,445,000.00	102.265	2.726%	7.693	1,639.10
2028 Term Bond	630,000.00	98.895	3.000%	13.105	686.70
2030 Term Bond	670,000.00	99.392	3.250%	15.105	810.70
2032 Term Bond	715,000.00	99.014	3.375%	17.108	929.50
2035 Term Bond	1,170,000.00	97.838	3.500%	19.623	1,649.70
	5,630,000.00			12.856	5,715.70

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,630,000.00	5,630,000.00	5,630,000.00
+ Accrued Interest			
+ Premium (Discount)	12,003.50	12,003.50	12,003.50
- Underwriter's Discount	(82,225.00)	(82,225.00)	
- Cost of Issuance Expense		(123,218.21)	
- Other Amounts		(23,807.50)	(23,807.50)
Target Value	5,559,778.50	5,412,752.79	5,618,196.00
Target Date	03/26/2015	03/26/2015	03/26/2015
Yield	3.284230%	3.547202%	3.182317%

Notes:

FINAL

Based on market conditions as of March 16, 2015.

'A-' Rated by Standard & Poor's / AGM Insured.

BOND DEBT SERVICE

The City of Huntington, West Virginia  
Sewer Revenue Bonds, Series 2015 A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/26/2015					
11/01/2015			100,814.84	100,814.84	
05/01/2016			84,403.13	84,403.13	
06/30/2016					185,217.97
11/01/2016			84,403.13	84,403.13	
05/01/2017			84,403.13	84,403.13	
06/30/2017					168,806.26
11/01/2017	100,000	2.000%	84,403.13	184,403.13	
05/01/2018			83,403.13	83,403.13	
06/30/2018					267,806.26
11/01/2018	165,000	2.000%	83,403.13	248,403.13	
05/01/2019			81,753.13	81,753.13	
06/30/2019					330,156.26
11/01/2019	250,000	2.000%	81,753.13	331,753.13	
05/01/2020			79,253.13	79,253.13	
06/30/2020					411,006.26
11/01/2020	255,000	2.000%	79,253.13	334,253.13	
05/01/2021			76,703.13	76,703.13	
06/30/2021					410,956.26
11/01/2021	260,000	2.000%	76,703.13	336,703.13	
05/01/2022			74,103.13	74,103.13	
06/30/2022					410,806.26
11/01/2022	265,000	3.000%	74,103.13	339,103.13	
05/01/2023			70,128.13	70,128.13	
06/30/2023					409,231.26
11/01/2023	275,000	3.000%	70,128.13	345,128.13	
05/01/2024			66,003.13	66,003.13	
06/30/2024					411,131.26
11/01/2024	285,000	3.000%	66,003.13	351,003.13	
05/01/2025			61,728.13	61,728.13	
06/30/2025					412,731.26
11/01/2025	290,000	3.000%	61,728.13	351,728.13	
05/01/2026			57,378.13	57,378.13	
06/30/2026					409,106.26
11/01/2026	300,000	3.000%	57,378.13	357,378.13	
05/01/2027			52,878.13	52,878.13	
06/30/2027					410,256.26
11/01/2027	310,000	3.000%	52,878.13	362,878.13	
05/01/2028			48,228.13	48,228.13	
06/30/2028					411,106.26
11/01/2028	320,000	3.000%	48,228.13	368,228.13	
05/01/2029			43,428.13	43,428.13	
06/30/2029					411,656.26
11/01/2029	330,000	3.250%	43,428.13	373,428.13	
05/01/2030			38,065.63	38,065.63	
06/30/2030					411,493.76
11/01/2030	340,000	3.250%	38,065.63	378,065.63	
05/01/2031			32,540.63	32,540.63	
06/30/2031					410,606.26
11/01/2031	350,000	3.375%	32,540.63	382,540.63	
05/01/2032			26,634.38	26,634.38	
06/30/2032					409,175.01
11/01/2032	365,000	3.375%	26,634.38	391,634.38	
05/01/2033			20,475.00	20,475.00	
06/30/2033					412,109.38
11/01/2033	375,000	3.500%	20,475.00	395,475.00	
05/01/2034			13,912.50	13,912.50	
06/30/2034					409,387.50
11/01/2034	390,000	3.500%	13,912.50	403,912.50	
05/01/2035			7,087.50	7,087.50	
06/30/2035					411,000.00
11/01/2035	405,000	3.500%	7,087.50	412,087.50	
06/30/2036					412,087.50
	5,630,000		2,305,833.76	7,935,833.76	7,935,833.76

Notes:  
FINAL  
Based on market conditions as of March 16, 2015.  
'A-' Rated by Standard & Poor's / AGM Insured.

NET DEBT SERVICE

The City of Huntington, West Virginia  
Sewer Revenue Bonds, Series 2015 A

Date	Principal	Coupon	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
11/01/2015			100,814.84	100,814.84		(100,814.84)		
05/01/2016			84,403.13	84,403.13		(84,403.13)		
06/30/2016								
11/01/2016			84,403.13	84,403.13		(42,201.56)	42,201.57	
05/01/2017			84,403.13	84,403.13			84,403.13	
06/30/2017								126,604.70
11/01/2017	100,000	2.000%	84,403.13	184,403.13			184,403.13	
05/01/2018			83,403.13	83,403.13			83,403.13	
06/30/2018								267,806.26
11/01/2018	165,000	2.000%	83,403.13	248,403.13			248,403.13	
05/01/2019			81,753.13	81,753.13			81,753.13	
06/30/2019								330,156.26
11/01/2019	250,000	2.000%	81,753.13	331,753.13			331,753.13	
05/01/2020			79,253.13	79,253.13			79,253.13	
06/30/2020								411,006.26
11/01/2020	255,000	2.000%	79,253.13	334,253.13			334,253.13	
05/01/2021			76,703.13	76,703.13			76,703.13	
06/30/2021								410,956.26
11/01/2021	260,000	2.000%	76,703.13	336,703.13			336,703.13	
05/01/2022			74,103.13	74,103.13			74,103.13	
06/30/2022								410,806.26
11/01/2022	265,000	3.000%	74,103.13	339,103.13			339,103.13	
05/01/2023			70,128.13	70,128.13			70,128.13	
06/30/2023								409,231.26
11/01/2023	275,000	3.000%	70,128.13	345,128.13			345,128.13	
05/01/2024			66,003.13	66,003.13			66,003.13	
06/30/2024								411,131.26
11/01/2024	285,000	3.000%	66,003.13	351,003.13			351,003.13	
05/01/2025			61,728.13	61,728.13			61,728.13	
06/30/2025								412,731.26
11/01/2025	290,000	3.000%	61,728.13	351,728.13			351,728.13	
05/01/2026			57,378.13	57,378.13			57,378.13	
06/30/2026								409,106.26
11/01/2026	300,000	3.000%	57,378.13	357,378.13			357,378.13	
05/01/2027			52,878.13	52,878.13			52,878.13	
06/30/2027								410,256.26
11/01/2027	310,000	3.000%	52,878.13	362,878.13			362,878.13	
05/01/2028			48,228.13	48,228.13			48,228.13	
06/30/2028								411,106.26
11/01/2028	320,000	3.000%	48,228.13	368,228.13			368,228.13	
05/01/2029			43,428.13	43,428.13			43,428.13	
06/30/2029								411,656.26
11/01/2029	330,000	3.250%	43,428.13	373,428.13			373,428.13	
05/01/2030			38,065.63	38,065.63			38,065.63	
06/30/2030								411,493.76
11/01/2030	340,000	3.250%	38,065.63	378,065.63			378,065.63	
05/01/2031			32,540.63	32,540.63			32,540.63	
06/30/2031								410,606.26
11/01/2031	350,000	3.375%	32,540.63	382,540.63			382,540.63	
05/01/2032			26,634.38	26,634.38			26,634.38	
06/30/2032								409,175.01
11/01/2032	365,000	3.375%	26,634.38	391,634.38			391,634.38	
05/01/2033			20,475.00	20,475.00			20,475.00	
06/30/2033								412,109.38
11/01/2033	375,000	3.500%	20,475.00	395,475.00			395,475.00	
05/01/2034			13,912.50	13,912.50			13,912.50	
06/30/2034								409,387.50
11/01/2034	390,000	3.500%	13,912.50	403,912.50			403,912.50	
05/01/2035			7,087.50	7,087.50			7,087.50	
06/30/2035								411,000.00
11/01/2035	405,000	3.500%	7,087.50	412,087.50	(412,731.26)		(643.76)	
06/30/2036								(643.76)
	5,630,000		2,305,833.76	7,935,833.76	(412,731.26)	(227,419.53)	7,295,682.97	7,295,682.97

Notes:  
FINAL  
Based on market conditions as of March 16, 2015.  
'A-' Rated by Standard & Poor's / AGM Insured.

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CAPITALIZED INTEREST FUND

The City of Huntington, West Virginia  
Sewer Revenue Bonds, Series 2015 A

Date	Deposit	Interest	Principal	Scheduled Draws	Balance
03/26/2015	227,419.53				227,419.53
11/01/2015			100,814.84	100,814.84	126,604.69
05/01/2016			84,403.13	84,403.13	42,201.56
11/01/2016			42,201.56	42,201.56	
	227,419.53	0	227,419.53	227,419.53	

Notes:

FINAL

Based on market conditions as of March 16, 2015.

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FORM 8038 STATISTICS

The City of Huntington, West Virginia  
Sewer Revenue Bonds, Series 2015 A

Dated Date 03/26/2015  
Delivery Date 03/26/2015

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Bond:						
	11/01/2017	100,000.00	2.000%	102.817	102,817.00	100,000.00
	11/01/2018	165,000.00	2.000%	102.451	169,044.15	165,000.00
	11/01/2019	250,000.00	2.000%	101.988	254,970.00	250,000.00
	11/01/2020	255,000.00	2.000%	101.059	257,700.45	255,000.00
	11/01/2021	260,000.00	2.000%	99.692	259,199.20	260,000.00
	11/01/2022	265,000.00	3.000%	104.852	277,857.80	265,000.00
	11/01/2023	275,000.00	3.000%	103.845	285,573.75	275,000.00
	11/01/2024	285,000.00	3.000%	102.947	293,398.95	285,000.00
	11/01/2025	290,000.00	3.000%	102.094	296,072.60	290,000.00
	11/01/2026	300,000.00	3.000%	101.250	303,750.00	300,000.00
2028 Term Bond:						
	11/01/2027	310,000.00	3.000%	98.895	306,574.50	310,000.00
	11/01/2028	320,000.00	3.000%	98.895	316,464.00	320,000.00
2030 Term Bond:						
	11/01/2029	330,000.00	3.250%	99.392	327,993.60	330,000.00
	11/01/2030	340,000.00	3.250%	99.392	337,932.80	340,000.00
2032 Term Bond:						
	11/01/2031	350,000.00	3.375%	99.014	346,549.00	350,000.00
	11/01/2032	365,000.00	3.375%	99.014	361,401.10	365,000.00
2035 Term Bond:						
	11/01/2033	375,000.00	3.500%	97.838	366,892.50	375,000.00
	11/01/2034	390,000.00	3.500%	97.838	381,568.20	390,000.00
	11/01/2035	405,000.00	3.500%	97.838	396,243.90	405,000.00
		5,630,000.00			5,642,003.50	5,630,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	11/01/2035	3.500%	396,243.90	405,000.00		
Entire Issue			5,642,003.50	5,630,000.00	12.7684	3.1823%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	205,443.21
Proceeds used for credit enhancement	23,807.50
Proceeds allocated to reasonably required reserve or replacement fund	412,731.26

Notes:

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DISCLAIMER

The City of Huntington, West Virginia  
Sewer Revenue Bonds, Series 2015 A

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The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Jaffray expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Jaffray could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Jaffray as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

Notes:

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