
FOURTH SUPPLEMENTAL WATER REVENUE INDENTURE

by and between the

LA HABRA UTILITY AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

Dated as of May 1, 2025

**Amending and Supplementing that certain
Water Revenue Bond Indenture, dated as of December 1, 2010,
by and between La Habra Utility Authority and
The Bank of New York Mellon Trust Company, N.A., as Trustee**

**As amended and supplemented, by that certain
First Supplemental Water Revenue Bond Indenture, dated as of December 1, 2010,
by and between La Habra Utility Authority and
The Bank of New York Mellon Trust Company, N.A., as Trustee,**

**As further amended and supplemented, by that certain
Second Supplemental Water Revenue Bond Indenture, dated as of October 1, 2013,
by and between La Habra Utility Authority and
The Bank of New York Mellon Trust Company, N.A., as Trustee, and**

**As further amended and supplemented, by that certain
Third Supplemental Water Revenue Bond Indenture, dated as of November 1, 2019,
by and between La Habra Utility Authority and
The Bank of New York Mellon Trust Company, N.A., as Trustee**

Relating to

\$ _____

**La Habra Utility Authority
(Orange County, California)
Water Refunding Revenue Bonds, Series 2025**

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EXHIBIT A—FORM OF 2025 BONDS

FOURTH SUPPLEMENTAL WATER REVENUE INDENTURE

This FOURTH SUPPLEMENTAL WATER REVENUE INDENTURE, is dated as of May 1, 2025 (the "Fourth Supplemental Indenture"), by and between LA HABRA UTILITY AUTHORITY (the "Authority"), a joint exercise of powers entity organized and existing under the constitution and laws of the State of California (the "State"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in Los Angeles, California, being qualified to accept and administer the trusts hereby created, as trustee (the "Trustee"), amending and supplementing that certain Water Revenue Bond Indenture, dated as of December 1, 2010, by and between the Authority and the Trustee (the "Original Indenture"), as amended and supplemented by that certain First Supplemental Water Revenue Indenture, dated as of December 1, 2010, by and between the Authority and the Trustee (the "First Supplemental Indenture"), as further amended and supplemented by that certain Second Supplemental Water Revenue Indenture, dated as of October 1, 2013, by and between the Authority and the Trustee (the "Second Supplemental Indenture"), and as further amended and supplemented by that certain Third Supplemental Water Revenue Indenture, dated as of November 1, 2019, by and between the Authority and the Trustee (the "Third Supplemental Indenture" and, with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and this Fourth Supplemental Indenture, the "Indenture");

WITNESSETH:

WHEREAS, the Authority has issued its \$5,760,000 La Habra Utility Authority (Orange County, California) Water Revenue Bonds, Series 2010A (the "2010A Bonds"), for the purpose of financing the remodeling, expansion, improvement and equipping to the municipal water system owned by the City of La Habra and operated by the Authority (the "Water System");

WHEREAS, the Authority has also issued its \$13,915,000 La Habra Utility Authority (Orange County, California) Water Revenue Bonds, Series 2010B (Taxable Build America Bonds) (the "2010B Bonds" and, with the 2010A Bonds, the "2010 Bonds")), for the purpose of financing the remodeling, expansion, improvement and equipping to the Water System;

WHEREAS, the 2010A Bonds and the 2010B Bonds were issued pursuant to the Original Indenture and the First Supplemental Indenture;

WHEREAS, the Authority has also issued its \$20,210,000 La Habra Utility Authority (Orange County, California) Revenue Bonds, Series 2013A (the "2013 Bonds"), on a parity with the 2010 Bonds, for the purpose of financing the remodeling, expansion, improvement and equipping to the Water System;

WHEREAS, the 2013 Bonds were issued pursuant to the Original Indenture, as amended and supplemented by the Second Supplemental Indenture;

WHEREAS, the Authority has also issued its \$2,620,000 La Habra Utility Authority (Orange County, California) Refunding Water Revenue Bonds, Series 2019A (Federally Taxable) (the "2019A Bonds"), on a parity with the 2013 Bonds, for the purpose of refunding the 2010A Bonds;

WHEREAS, the Authority has also issued its \$11,175,000 La Habra Utility Authority (Orange County, California) Refunding Water Revenue Bonds, Series 2019B (Tax-Exempt) (the "2019B Bonds" and, with the 2019A Bonds, the "2019 Bonds")), on a parity with the 2013 Bonds, for the purpose of refunding the 2010B Bonds;

WHEREAS, the 2019A Bonds and the 2019B Bonds were issued pursuant to the Original Indenture, as amended and supplemented by the Third Supplemental Indenture;

WHEREAS, the 2010A Bonds and the 2010B Bonds are no longer outstanding;

WHEREAS, due to prevailing interest rates in the municipal bond market and for other reasons, the Authority has determined to refund the 2013 Bonds;

WHEREAS, Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code authorizes the Authority to issue its refunding bonds for the purpose of refunding obligations of the Authority;

WHEREAS, to refund the 2013 Bonds, the Authority has determined to issue its \$_____ La Habra Utility Authority (Orange County, California) Water Refunding Revenue Bonds, Series 2025 (the "2025 Bonds"), as Additional Bonds under the Original Indenture, on a parity as to payment and security with the 2019 Bonds;

WHEREAS, in order to provide for the authentication and delivery of the 2025 Bonds, to establish and declare the terms and conditions upon which the 2025 Bonds are to be issued and secured and to secure the payment of the principal thereof and of the interest thereon, the Board of Directors of the Authority (the "Board") has authorized the execution and delivery of this Fourth Supplemental Indenture; and

WHEREAS, the Board has determined that all acts and proceedings required by law necessary to make the 2025 Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Fourth Supplemental Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken; and the execution and delivery of this Fourth Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS FOURTH SUPPLEMENTAL INDENTURE WITNESSETH, that in order to secure the payment of the principal of and interest on all 2025 Bonds at any time issued and Outstanding under the Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2025 Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2025 Bonds by the 2025 Bond Owner, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective 2025 Bond Owners from time to time of the 2025 Bonds, as follows:

ARTICLE I

DEFINITIONS; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY

Section 1.01. Definitions. All terms which are defined in Section 1.01 of the Indenture shall have the same meanings in this Fourth Supplemental Indenture as such terms are given in said Section 1.01 of the Indenture. Unless the context otherwise requires, the additional terms defined in this Section 1.01 or in the preambles hereof shall for all purposes of this Fourth Supplemental Indenture and of the 2025 Bonds and of any certificate, opinion, request or other documents herein mentioned have the meanings specified in the recitals and in this Section 1.01.

“Authorized Denomination” means \$5,000 or any integral multiple thereof.

“Business Day” means (a) any day that is not a Saturday, Sunday or legal holiday on which banking institutions in the State or in any state in which the corporate trust office of the Trustee is located, or (b) a day on which the New York Stock Exchange is closed.

“Closing Date” means May 15, 2025, the date upon which there is an exchange of the 2025 Bonds for the proceeds representing the purchase of the Bonds by the Original Purchaser.

“Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced in the Indenture or this Fourth Supplemental Indenture) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Code.

“Escrow Agreement” means that certain Escrow Agreement, dated the Closing Date, by and between the Authority and the Escrow Bank, providing for the defeasance of the 2013 Bonds.

“Escrow Bank” means The Bank of New York Mellon Trust Company, N.A., appointed by the Authority to act as escrow agent under the Escrow Agreement, and its assigns or any other corporation or association which may at any time be substituted in its place, as provided in the Escrow Agreement.

“Escrow Fund” means the fund by that name established pursuant to the Escrow Agreement.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State.

“Interest Payment Date” means, with respect to the 2025 Bonds, May 1 and November 1 in each year, beginning November 1, 2025, and continuing so long as any 2025 Bonds remain Outstanding.

“Original Purchaser” means Oppenheimer & Co. Inc., the first purchaser of the 2025 Bonds from the Authority.

“Owners” means the registered owners of the 2025 Bonds.

“Principal Corporate Trust Office” means, with respect to the Trustee, 333 South Hope Street, Suite 2525, Los Angeles, CA 90071, or at such other or additional offices as may be specified by the Trustee in writing to the Authority.

“Refunding Bond Law” means Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code.

“Sinking Fund Account” means the account by that name established pursuant to Section 4.03.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., or another trustee, which must be a banking association, banking corporation or trust company acting in the capacity of trustee under this Fourth Supplemental Indenture.

“2013 Bonds” means the Authority’s La Habra Utility Authority (Orange County, California) Water Revenue Bonds, Series 2013.

“2019 Bonds” means, collectively, the 2019A Bonds and the 2019B Bonds.

“2019A Bonds” means the Authority’s Refunding Water Revenue Bonds, Series 2019A (Federally Taxable);

“2019B Bonds” means the Authority’s Refunding Water Revenue Bonds, Series 2019B (Tax-Exempt);

“2025 Bonds” means the bonds authorized by Article II hereof.

“2025 Costs of Issuance Account” means the account by that name established and held by the Trustee pursuant to Section 3.03.

Section 1.02. Rules of Construction. All references in this Fourth Supplemental Indenture to “Articles,” “Sections,” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Fourth Supplemental Indenture; and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Fourth Supplemental Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

Section 1.03. Authorization and Purpose of 2025 Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the 2025 Bonds and has found, as a

result of such review, and hereby finds and determines that all things, conditions, and acts required by law to exist, happen and/or be performed precedent to and in the issuance of the 2025 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized, as an exercise of the municipal affairs and powers of the Authority under the constitution and laws of the State and pursuant to the Refunding Bond Law and each and every other requirement of law, to issue the 2025 Bonds in the manner and form provided in this Fourth Supplemental Indenture to refund the 2013 Bonds. Accordingly, the Authority hereby authorizes the issuance of the 2025 Bonds pursuant to the Law, the Indenture and this Fourth Supplemental Indenture.

Section 1.04. Representations, Warranties and Covenants. The representations and warranties of the Authority contained in Section 8.01 of the Original Indenture are true and correct in all material respects as of the date hereof. The Authority hereby confirms and agrees to the covenants set forth in the Indenture.

ARTICLE II

ISSUANCE OF 2025 BONDS

Section 2.01. Issuance of the 2025 Bonds; Terms of the 2025 Bonds.

(a) *Issuance of the 2025 Bonds.* The 2025 Bonds authorized to be issued by the Authority under and subject to the Refunding Bond Law, the Original Indenture (including this Fourth Supplemental Indenture) shall be designated the “La Habra Utility Authority (Orange County, California) Water Refunding Revenue Bonds, Series 2025” and shall be issued in the original aggregate principal amount of _____ dollars (\$_____).

(b) *Terms of the 2025 Bonds.* The 2025 Bonds shall be registered initially in the name of “Cede & Co.,” as nominee of The Depository Trust Company as the initial Securities Depository and shall be evidenced by one Bond for each maturity of the 2025 Bonds in the principal amount of the respective maturities of the 2025 Bonds. Registered ownership of the 2025 Bonds, or any portion thereof, may not thereafter be transferred except as set forth herein.

The 2025 Bonds shall be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof. The 2025 Bonds shall be dated as of the Closing Date and interest thereon shall be payable semiannually on each Interest Payment Date. The 2025 Bonds shall mature on the following dates in the following amounts and shall bear interest at the following rates per annum:

| <u>Maturity Date</u> <u>(November 1)</u> | <u>Principal</u> <u>Amount</u> | <u>Interest</u> <u>Rate</u> |
|---|-----------------------------------|--------------------------------|
|---|-----------------------------------|--------------------------------|

The principal or sinking fund installments of, and redemption premium, if any, of the 2025 Bonds shall be payable in lawful money of the United States of America at the Principal Corporate Trust Office. Payment of the interest on any Bond shall be made to the person whose name appears on the bond registration books of the Trustee as the Owner thereof as of the Record Date for each Interest Payment Date, such interest to be paid by check or draft mailed on each Interest Payment Date to the Owner at his or her address as it appears on such registration books; provided that such interest shall be paid by wire transfer to any Owner of at least \$1,000,000 in aggregate principal amount of Bonds if the Owner makes a written request of the Trustee prior to the Record Date for an Interest Payment Date specifying the account address in the United States which written request will remain in effect until rescinded in writing by the Owner.

The 2025 Bonds shall be numbered consecutively, beginning with number RA-1, and shall bear interest from the 2025 Closing Date. Interest shall be calculated on the basis of a three hundred sixty (360) day year of twelve thirty (30) day months.

Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Owners on such Record Date and shall be paid to the person in whose name the 2025 Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice of which shall be given to the Owners by first class mail not less than ten (10) days prior to such Special Record Date.

Section 2.02. Terms of Redemption.

(a) *Optional Redemption.* The 2025 Bonds shall be subject to redemption, at the option of the Authority on any date on or after November 1, ____, as a whole or in part, by such maturities as shall be determined by the Authority, and at random within a maturity, from any available source of funds, made at the option of the Authority, at a redemption price equal to the principal amount of the 2025 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

(b) *Sinking Account Redemption.*

(i) The 2025 Bonds maturing on November 1, ____ (the “ ____ Term Bonds”) are also subject to mandatory redemption, in part at random, from Sinking Account payments set forth in the following schedule on November 1, ____, and on November 1 in each year thereafter to and including November 1, ____, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however,* that if some but not all of the ____ Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment as shall be determined by the Authority and, in lieu of such determination, on a *pro rata* basis (as nearly as practicable given authorized denominations) in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the Authority with the Trustee.

| Redemption Date (November 1) | Principal Amount |
|---------------------------------|---------------------|
|---------------------------------|---------------------|

† Maturity.

(ii) The 2025 Bonds maturing on November 1, ____ (the “ ____ Term Bonds”) are also subject to mandatory redemption, in part at random, from Sinking Account payments set forth in the following schedule on November 1, ____, and on November 1 in each year thereafter to and including November 1, ____, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however,* that if some but not all of the ____ Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment as shall be determined by the Authority and, in lieu of such determination, on a *pro rata* basis (as nearly as practicable

given authorized denominations) in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the Authority with the Trustee.

| <u>Redemption Date (November 1)</u> | <u>Principal Amount</u> |
|---|-----------------------------|
|---|-----------------------------|

† Maturity.

(c) *Purchase of 2025 Bonds In Lieu of Redemption.* In lieu of redemption of 2025 Bonds as provided in paragraphs (a) and (b) of this Section 4.01, amounts held by the Trustee for such redemption may also be used on any Interest Payment Date, upon receipt by the Trustee at least ninety (90) days prior to the next scheduled Interest Payment Date of the written request of an Authorized Representative of the Authority, for the purchase of 2025 Bonds at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the Authority may in its discretion direct, but not to exceed the redemption price which would be payable if such 2025 Bonds were redeemed; *provided, however*, that no 2025 Bonds shall be purchased in lieu of redemption with a trade settlement date less than seventy-five (75) days prior to the relevant redemption date. Such purchases may be affected through the investment department of the Trustee or of an affiliate of the Trustee. The aggregate principal amount of 2025 Bonds of the same maturity purchased in lieu of redemption pursuant to this paragraph shall not exceed the aggregate principal amount of 2025 Bonds of such maturity which would otherwise be subject to such redemption.

Section 2.03. Selection of 2025 Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the 2025 Bonds of a particular maturity, the Trustee shall select the 2025 Bonds to be redeemed from all 2025 Bonds of such maturity or such given portion thereof not previously called for redemption, at random in any manner which the Trustee in its sole discretion shall deem appropriate. For purposes of such selection, the Trustee shall treat each 2025 Bond as consisting of separate \$5,000 portions and each such portion shall be subject to redemption as if such portion were a separate 2025 Bond. If less than all the Outstanding 2025 Bonds are called for redemption from proceeds of eminent domain or insurance at any one time, the Authority shall specify to the Trustee a principal amount in each maturity to be redeemed which, to the extent practicable, results in approximately equal annual debt service on the 2025 Bonds Outstanding following such redemption. If less than all Outstanding 2025 Bonds are called for redemption from proceeds of eminent domain or insurance at any one time, the Authority shall designate the maturity or maturities of the 2025 Bonds to be redeemed.

Section 2.04. Notice of Redemption. Notice of redemption shall be mailed by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days before any redemption date, to the respective Owners of any 2025 Bonds designated for redemption at their addresses appearing on the Registration Books, to the Securities Depositories and to the Information Services. Each notice of redemption shall state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the 2025 Bonds (or all 2025 Bonds of a single maturity) are to be redeemed, the CUSIP numbers and 2025 Bond numbers of the 2025 Bonds to be redeemed, the maturity or maturities of the 2025 Bonds to be redeemed and in the case of 2025 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will

become due and payable on each of said 2025 Bonds the redemption price thereof, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such 2025 Bonds be then surrendered. Neither the failure to receive any notice nor any defect therein shall affect the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of 2025 Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

Notice of any redemption of 2025 Bonds (other than redemptions pursuant to Section 4.01(a)) shall either (i) explicitly state that the proposed redemption is conditioned on there being on deposit in the applicable fund or account on the redemption date sufficient money to pay the full redemption price of the 2025 Bonds to be redeemed, or (ii) be sent only if sufficient money to pay the full redemption price of the 2025 Bonds to be redeemed is on deposit in the applicable fund or account.

Redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Bonds.

Section 2.05. Partial Redemption of 2025 Bonds. Upon surrender of any 2025 Bonds redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new 2025 Bond or 2025 Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the 2025 Bonds surrendered.

Section 2.06. Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, the 2025 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the 2025 Bonds (or portions thereof) so called for redemption shall become due and payable, interest on the 2025 Bonds so called for redemption shall cease to accrue, said 2025 Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of said 2025 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All 2025 Bonds redeemed pursuant to the provisions of this Article shall be canceled by the Trustee upon surrender thereof and destroyed.

Section 2.07. Book-Entry System. Notwithstanding any provision of this Fourth Supplemental Indenture to the contrary:

(a) The 2025 Bonds shall be initially issued registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, and shall be evidenced by one certificate in a denomination corresponding to the total principal of the 2025 Bonds. Registered ownership of such 2025 Bonds, or any portions thereof, may not thereafter be transferred except:

(i) to any successor of The Depository Trust Company or its nominee, or of any substitute depository designated pursuant to paragraph (ii) of this subsection (a) ("substitute depository"); provided that any successor of The Depository Trust Company or substitute depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) to any substitute depository designated in a written request of the Authority, upon (A) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository or (B) a

determination by the Authority that The Depository Trust Company or its successor is no longer able to carry out its functions as depository; provided that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) to any person as provided below, upon (A) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository or (B) a determination by the Authority that The Depository Trust Company or its successor is no longer able to carry out its functions as depository; provided that no substitute depository which is not objected to by the Authority and the Trustee can be obtained.

(b) In the case of any transfer pursuant to paragraph (i) or paragraph (ii) of subsection (a) of this Section 2.07, upon receipt of all Outstanding 2025 Bonds by the Trustee, together with a written request of an Authorized Representative of the Authority to the Trustee, a single new 2025 Bond shall be issued, authenticated and delivered for each maturity of such 2025 Bond then outstanding, registered in the name of such successor or such substitute depository or their nominees, as the case may be, all as specified in such written request of an Authorized Representative of the Authority. In the case of any transfer pursuant to paragraph (iii) of subsection (a) of this Section 2.07, upon receipt of all Outstanding 2025 Bonds by the Trustee together with a written request of an Authorized Representative of the Authority, new 2025 Bonds shall be issued, authenticated and delivered in such denominations and registered in the names of such persons as are requested in a written request of the Authority provided the Trustee shall not be required to deliver such new 2025 Bonds within a period less than sixty (60) days from the date of receipt of such a written request of an Authorized Representative of the Authority.

(c) In the case of partial redemption or an advance refunding of any 2025 Bonds evidencing all of the principal maturing in a particular year, The Depository Trust Company shall, at the Authority's expense, deliver the 2025 Bonds to the Trustee for cancellation and re-registration to reflect the amounts of such reduction in principal.

(d) The Authority and the Trustee shall be entitled to treat the person in whose name any 2025 Bond is registered as the absolute Owner thereof for all purposes of this Fourth Supplemental Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Authority; and the Authority and the Trustee shall have no responsibility for transmitting payments to, communication with, notifying or otherwise dealing with any beneficial owners of the 2025 Bonds. Neither the Authority nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except for the registered owner of any 2025 Bond.

(e) So long as all outstanding 2025 Bonds are registered in the name of Cede & Co. or its registered assign, the Authority and the Trustee shall reasonably cooperate with Cede & Co., as sole registered Owner, or its registered assign in effecting payment of the principal and redemption premium, if any, and interest due with respect to the 2025 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

(f) So long as all Outstanding 2025 Bonds are registered in the name of Cede & Co. or its registered assigns (hereinafter, for purposes of this paragraph (f), the "Owner"):

(i) All notices and payments addressed to the Owners shall contain the 2025 Bonds' CUSIP number.

(ii) Notices to the Owner shall be forwarded in the manner set forth in the form of blanket issuer letter of representations (prepared by The Depository Trust Company) executed by the Authority and received and accepted by The Depository Trust Company.

(g) Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under section 6045 of the Code. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.01. Application of Proceeds of Sale of 2025 Bonds.

(a) Upon the receipt of payment for the 2025 Bonds on the Closing Date, the Trustee shall apply the proceeds of sale thereof in the amount of \$_____ (being the principal amount of the Bonds of \$_____, plus an original issue premium of \$_____ and less an underwriter's discount of \$_____) as follows:

(i) The Trustee shall deposit in the 2025 Costs of Issuance Account the amount of \$_____, which represents the amount necessary for the payment of the Costs of Issuance of the 2025 Bonds; and

(ii) The Trustee shall transfer the sum of \$_____ to the Escrow Bank for deposit in the Escrow Fund.

(b) The Trustee may, in its discretion, establish a temporary fund or account to facilitate the foregoing deposit and transfer.

Section 3.02. 2025 Costs of Issuance Account.

(a) There is hereby created a separate account within the Costs of Issuance Fund to be known as the "2025 Costs of Issuance Account," to be held in trust by the Trustee. The Trustee shall disburse moneys in the 2025 Costs of Issuance Account for the purpose of paying or reimbursing the payment of the Costs of Issuance of the 2025 Bonds in accordance with the provisions of the Indenture. The moneys in the 2025 Costs of Issuance Account shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the 2025 Bonds.

(b) Any amounts remaining in the 2025 Costs of Issuance Account on the date three months after the Closing Date, or such earlier date as the Authority shall determine all Costs of Issuance of the 2025 Bonds have been paid, shall be transferred by the Trustee to the Interest Account and applied to the purposes thereof and the 2025 Costs of Issuance Account shall be closed.

Section 3.03. Satisfaction of Requirements of Additional Bonds. The Authority hereby certifies that all provisions of Sections 3.01, 3.02, 3.03 and 6.05 of the Indenture relating to the issuance of Additional Bonds have been satisfied such that the 2025 Bonds are payable from Net Revenues and secured by the pledge made under the Indenture equally and ratably with the 2019 Bonds.

Section 3.04. Validity of Bonds.

(a) The Board has reviewed all proceedings heretofore taken relative to the authorization of the 2025 Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, happen or be performed precedent to and in the issuance of the 2025 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Board is now authorized, pursuant to each and every requirement of the Law to issue the 2025 Bonds in the form and manner provided in this Fourth Supplemental Indenture and the 2025 Bonds shall be entitled to the benefit, protection and security of the provisions of the Indenture.

(b) From and after the issuance of the 2025 Bonds the findings and determinations of the Board respecting the 2025 Bonds shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the 2025 Bonds is at issue, and no bona fide purchaser of any of the 2025 Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance or to the application of the proceeds of sale of the 2025 Bonds. The recital contained in the 2025 Bonds that the same are issued pursuant to the Law and the Indenture shall be conclusive evidence of their validity and of the regularity of the issuance and all 2025 Bonds shall be incontestable from and after their issuance. The 2025 Bonds shall be deemed to be issued, within the meaning of the Indenture, whenever the definitive 2025 Bonds (or any temporary 2025 Bonds exchangeable therefor) have been delivered to the Owner thereof and the proceeds of sale thereof received.

ARTICLE IV

REVENUES; FUNDS AND ACCOUNTS

Section 4.01. Pledge of Revenues, Revenue Fund. The Authority has heretofore transferred, placed a charge upon, assigned and set over to the Trustee, for the benefit of the Owners, that portion of the Revenues which is necessary to pay the principal or Redemption Price of and interest on the Bonds (including the 2025 Bonds) in any year, together with all moneys on deposit in the Revenue Fund, to the punctual payment of the principal or Redemption Price of and interest on the Bonds (including the 2025 Bonds).

Section 4.02. Administration of Funds and Accounts. All funds and accounts created pursuant to the Indenture shall continue to be administered by the Trustee in the manner provided by the Indenture and this Fourth Supplemental Indenture as if there were a single issue of Bonds concurrently sold and delivered.

Section 4.03. Application of Sinking Fund Account.

(a) The Trustee shall establish and maintain a separate account within the Principal Account, such account to be designated "2025 Sinking Fund Account."

(b) All amounts in the 2025 Sinking Fund Account shall be used and withdrawn by the Trustee solely to purchase or redeem or pay at maturity the 2025 Bonds as provided herein and in the Indenture.

(c) Subject to the terms and conditions set forth in the Indenture and in this Section 4.03, the 2025 Bonds shall be redeemed (or paid at maturity, as the case may be) by application of sinking fund installments in the amounts and upon the dates set forth in Section 2.02(b) hereof.

Section 4.04. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, if any, including interest on all such advances at its, or one of its affiliates', prime rate then in effect, reasonable external counsel fees (including expenses), the reasonable allocated cost of internal legal services (to the extent such services are not redundant of services performed by external counsel) and all reasonable disbursements of internal counsel, and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services and, in the Event of Default, the Trustee shall have a first and prior lien on the funds held hereunder to secure the same; *provided, however,* that in no event shall the Trustee have a lien on premiums, if any, paid in connection with an optional redemption of 2025 Bonds or of any moneys held for the benefit of an Owner. The Trustee's compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust. The Trustee's rights hereunder shall survive its resignation or removal and final payment of the 2025 Bonds.

Section 4.05. Investments.

(a) All moneys in any of the funds or accounts established with the Trustee pursuant to this Fourth Supplemental Indenture shall be invested by the Trustee solely in Permitted Investments, as directed pursuant to the Request of the Authority filed with the Trustee at least two (2) Business Days in advance of the making of such investments. In the absence of any such directions from the Authority, the Trustee shall hold such moneys uninvested. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or

accounts established hereunder shall be deposited in the fund or account from which such investment was made. The Trustee may act as principal or agent in the acquisition of any investment. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section 4.05. The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority with monthly account statements as provided herein which include detail for all investment transactions made by the Trustee hereunder. The Trustee may conclusively rely on the investment instructions of the Authority as to the suitability and legality of the directed investments.

(b) For investment purposes, the Trustee may commingle the funds and accounts established hereunder but shall account for each separately.

Section 4.06. Acquisition; Valuation and Disposition of Investments. Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the 2025 Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture of the Code) by the Authority at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued by the Authority at their present value (within the meaning of section 148 of the Code). The Trustee has no duty in connection with the determination of Fair Market Value.

ARTICLE V
COVENANTS

Section 5.01. Tax Covenants.

(a) *Private Activity Bond Limitation.* The Authority shall assure that the proceeds of the 2025 Bonds are not so used as to cause the 2025 Bonds to satisfy the private business tests of section 141(b) of the Code.

(b) *Private Loan Financing Limitation.* The Authority shall assure that the proceeds of the 2025 Bonds are not so used as to cause the 2025 Bonds to satisfy the private loan financing test of section 141(c) of the Code.

(c) *Federal Guarantee Prohibition.* The Authority shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2025 Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code.

(d) *Rebate Requirement.* The Authority shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government.

(e) *No Arbitrage.* The Authority shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the 2025 Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the 2025 Bonds, to be “arbitrage bonds” within the meaning of section 148 of the Code.

(f) *Maintenance of Tax-Exemption.* The Authority shall take all actions necessary to assure the exclusion of interest on the 2025 Bonds from the gross income of the Owners to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

Section 5.02. Confirmation of Indenture. Except as otherwise provided herein, all covenants made in Article VI of the Indenture are hereby confirmed as applicable to the 2025 Bonds under this Fourth Supplemental Indenture.

Section 5.03. Continuing Disclosure. The Authority shall undertake the continuing disclosure requirements promulgated under S.E.C. Rule 15c2-12, as it may from time to time hereafter be amended or supplemented. Notwithstanding any other provision of this Fourth Supplemental Indenture, failure of the Authority to comply with the requirements of S.E.C. Rule 15c2-12, as it may from time to time hereafter be amended or supplemented, shall not be considered an Event of Default hereunder.

Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures

Section 6.05. Transfer of 2025 Bonds Outside of the Book-Entry System. Prior to any transfer of the 2025 Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system), the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under section 6045 of the Code. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 6.06. Governing Law. This Fourth Supplemental Indenture shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, LA HABRA UTILITY AUTHORITY has caused this Fourth Supplemental Indenture to be signed in its name by its Executive Director, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, in token of its acceptance of the trusts created hereunder, has caused this Fourth Supplemental Indenture to be signed in its corporate name by its authorized officers, all as of the day and year first above written.

LA HABRA UTILITY AUTHORITY

By _____
James Sadro,
Executive Director

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By _____
Authorized Signatory

EXHIBIT A
FORM OF 2025 BONDS

STATE OF CALIFORNIA
ORANGE COUNTY

LA HABRA UTILITY AUTHORITY
Water Refunding Revenue Bond, Series 2025

| INTEREST RATE | MATURITY DATE | DATED DATE | CUSIP NUMBER: |
|---------------|------------------|--------------|---------------|
| _____ % | November 1, ____ | May 15, 2025 | _____ |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The LA HABRA UTILITY AUTHORITY, a joint exercise of powers entity, duly organized and existing under the laws of the State of California (herein called the "Authority"), for value received, hereby promises to pay (but only out of the Revenues and other moneys and securities hereinafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter mentioned), the Principal Amount stated above, in lawful money of the United States of America; and to pay interest thereon in like lawful money from the Interest Payment Date (as herein defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before October 15, 2025, in which event it shall bear interest from the Dated Date stated above) until payment of such principal sum shall be discharged as provided in the Indenture hereinafter mentioned, at the Interest Rate per annum stated above, payable semiannually on each May 1 and November 1, commencing November 1, 2025 (each, an "Interest Payment Date"). The principal (or redemption price) hereof is payable at the Principal Corporate Trust Office (as such term is defined in the hereinafter defined Indenture) of The Bank of New York Mellon Trust Company, N.A. (together with any successor trustee under the indenture, the "Trustee"). Interest hereon is payable on each Interest Payment Date to the Registered Owner as of the fifteenth (15th) day of the month preceding each Interest Payment Date (except as otherwise provided in the Indenture with respect to defaulted interest) by wire transfer in immediately available funds to an account in the United States of America designated by the Registered Owner; *provided however*, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Interest on this Bond shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the Authority designated as "La Habra Utility Authority (Orange County, California) Water Refunding Revenue Bonds" (herein called the "Bonds"), unlimited in aggregate principal amount, except as otherwise provided in the Indenture hereinafter mentioned, which issue consists or may consist of one or more series of varying dates, maturities, interest rates, redemption and other provisions, all issued pursuant

to the provisions of the Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code (herein called the "Law"), and pursuant to a Water Revenue Bond Indenture, dated as of December 1, 2010 (the "Original Indenture"), a First Supplemental Water Revenue Bond Indenture, dated as of December 1, 2010 (the "First Supplement"), a Second Supplemental Water Revenue Bond Indenture, dated as of October 1, 2013 (the "Second Supplement"), a Third Supplemental Water Revenue Bond Indenture, dated as of November 1, 2019 (the "Third Supplement"), and a Fourth Supplemental Water Revenue Bond Indenture, dated as of May 1, 2025 (the "Fourth Supplement"), each by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") (said Original Indenture, as amended and supplemented by the First Supplement, the Second Supplement, the Third Supplement, and the Fourth Supplement, collectively, the "Indenture").

This Bond is also one of a duly authorized series of Bonds designated "La Habra Utility Authority (Orange County, California) Water Refunding Revenue Bonds, Series 2025 (herein called the "2025 Bonds"), in the aggregate principal amount of _____ dollars (\$_____) issued to (a) refund, on a current basis, the Authority's outstanding La Habra Utility Authority (Orange County, California) Water Revenue Bonds, Series 2013A, and (b) pay the costs of issuance of the 2025 Bonds.

The 2025 Bonds are secured on a parity with the Authority's outstanding La Habra Utility Authority (Orange County, California) Refunding Water Revenue Bonds, Series 2019A (Federally Taxable), and La Habra Utility Authority (Orange County, California) Refunding Water Revenue Bonds, Series 2019B (Tax-Exempt).

Reference is hereby made to the Indenture (a copy of which is on file at the Principal Corporate Trust Office of the Trustee) and all indentures supplemental thereto and to the Law for a description of the rights thereunder of the registered owners of the 2025 Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder, to all the provisions of which Indenture the registered owner of this Bond, by acceptance hereof, assents and agrees.

The 2025 Bonds are subject to redemption, at the option of the Authority on any date on or after November 1, ____, as a whole or in part, by such maturities as shall be determined by the Authority, and at random within a maturity, from any available source of funds, made at the option of the Authority, at a redemption price equal to the principal amount of the 2025 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

The 2025 Bonds maturing on November 1, ____ (the "____ Term Bonds") are also subject to mandatory redemption, in part at random, from Sinking Account payments set forth in the following schedule on November 1, ____, and on November 1 in each year thereafter to and including November 1, ____, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment as shall be determined by the Authority and, in lieu of such determination, on a *pro rata* basis (as nearly as practicable given authorized denominations) in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the Authority with the Trustee.

| Redemption Date (November 1) | Principal Amount |
|---------------------------------|---------------------|
|---------------------------------|---------------------|

† Maturity.

The 2025 Bonds maturing on November 1, ____ (the “____ Term Bonds”) are also subject to mandatory redemption, in part at random, from Sinking Account payments set forth in the following schedule on November 1, ____, and on November 1 in each year thereafter to and including November 1, ____, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment as shall be determined by the Authority and, in lieu of such determination, on a *pro rata* basis (as nearly as practicable given authorized denominations) in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the Authority with the Trustee.

| Redemption Date (November 1) | Principal Amount |
|---------------------------------|---------------------|
|---------------------------------|---------------------|

† Maturity.

Whenever provision is made in the Indenture for the redemption of less than all of the 2025 Bonds of a particular maturity, the Trustee shall select the 2025 Bonds to be redeemed from all 2025 Bonds of such maturity or such given portion thereof not previously called for redemption, at random in any manner which the Trustee in its sole discretion shall deem appropriate. For purposes of such selection, the Trustee shall treat each 2025 Bond as consisting of separate \$5,000 portions and each such portion shall be subject to redemption as if such portion were a separate 2025 Bond. If less than all the Outstanding 2025 Bonds are called for redemption from proceeds of eminent domain or insurance at any one time, the Authority shall specify to the Trustee a principal amount in each maturity to be redeemed which, to the extent practicable, results in approximately equal annual debt service on the 2025 Bonds Outstanding following such redemption. If less than all Outstanding 2025 Bonds are called for redemption from proceeds of eminent domain or insurance at any one time, the Authority shall designate the maturity or maturities of the 2025 Bonds to be redeemed.

Notice of redemption shall be mailed by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days before any redemption date, to the respective Owners of any 2025 Bonds designated for redemption at their addresses appearing on the Registration Books, to the Securities Depositories and to the Information Services. Each notice of redemption

shall state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the 2025 Bonds (or all 2025 Bonds of a single maturity) are to be redeemed, the CUSIP numbers and 2025 Bond numbers of the 2025 Bonds to be redeemed, the maturity or maturities of the 2025 Bonds to be redeemed and in the case of 2025 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will become due and payable on each of said 2025 Bonds the redemption price thereof, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such 2025 Bonds be then surrendered. Neither the failure to receive any notice nor any defect therein shall affect the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of 2025 Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

Notice of any redemption of 2025 Bonds (other than redemptions pursuant to Section 4.01(a)) shall either (i) explicitly state that the proposed redemption is conditioned on there being on deposit in the applicable fund or account on the redemption date sufficient money to pay the full redemption price of the 2025 Bonds to be redeemed, or (ii) be sent only if sufficient money to pay the full redemption price of the 2025 Bonds to be redeemed is on deposit in the applicable fund or account.

Upon surrender of any 2025 Bonds redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new 2025 Bond or 2025 Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the 2025 Bonds surrendered.

Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, the 2025 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the 2025 Bonds (or portions thereof) so called for redemption shall become due and payable, interest on the 2025 Bonds so called for redemption shall cease to accrue, said 2025 Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture, and the Owners of said 2025 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

If an Event of Default (as that term is defined in the Indenture) shall occur, the principal of all 2025 Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be rescinded by the registered owners of not less than a majority in aggregate principal amount of the 2025 Bonds then outstanding, or by the Trustee.

The Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new 2025 Bond or 2025 Bonds, of authorized denomination or denominations, of the same series and maturity for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

The Authority and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

The 2025 Bonds are issuable as fully registered bonds in "Authorized Denominations." The term Authorized Denominations means \$5,000 or any integral multiple of \$5,000 in excess

thereof. Subject to the limitations provided in the Indenture, 2025 Bonds may be exchanged, at said corporate trust office of the Trustee, for a like aggregate principal amount of 2025 Bonds of other authorized denominations of the same maturity.

The Indenture and the rights and obligations of the Authority and of the registered owners of the 2025 Bonds and of the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (i) extend the fixed maturity of this Bond, or reduce the amount of principal hereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment provided for in the Indenture for the payment of this maturity of 2025 Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest hereon, or reduce any premium payable upon the redemption hereof, without the consent of the registered owner hereof, or (ii) reduce the percentage of 2025 Bonds the consent of the registered owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged as security for the 2025 Bonds prior to or on a parity with the lien created by the Indenture, or deprive the registered owners of the 2025 Bonds of the lien created by the Indenture on such Revenues and other assets (except as expressly provided in the Indenture), without the consent of the registered owners of all 2025 Bonds then outstanding, all as more fully set forth in the Indenture.

The 2025 Bonds and the interest thereon are payable from Revenues (as that term is defined in the Indenture) and are secured by a pledge and assignment of said Revenues and of amounts held in the funds and accounts established pursuant to the Indenture (except any amounts held in the Rebate Fund, as such term is defined in the Indenture), subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The 2025 Bonds are limited obligations of the Authority and are not a lien or charge upon the funds or property of the Authority, except to the extent of the aforementioned pledge and assignment. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2025 BONDS.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange, or payment, and any 2025 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.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Law and by the Constitution and laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Law, or by the Constitution and laws of the State of California, and is not in excess of the amount of 2025 Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Trustee.

IN WITNESS HEREOF, the La Habra Utility Authority has caused this Bond to be executed in its name and on its behalf by the facsimile signature of its Chair and attested by the facsimile signature of its Secretary, all as of the dated date identified above.

LA HABRA UTILITY AUTHORITY

By _____
Chair

Attest:

Secretary

FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the 2025 Bonds described in the within-mentioned Indenture and registered on the registration books of the Trustee.

Dated:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered 2025 Bond and hereby irrevocably constitute(s) and appoints(s)

attorney, to transfer the same on the 2025 Bond register of the Trustee with full power of substitution in the premises.

Dated: _____

Signature:

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agents Medallion Program ("STAMP"), the Stock Exchanges Medallion Program ("SEMP") or the New York Stock Exchange, Inc. Medallions Securities Program ("MSP") or an "eligible guarantor."