

TIPPECANOE COUNTY
ECONOMIC DEVELOPMENT DISTRICT

ORDINANCE NO. 89-7-CL

FINAL BOND ORDINANCE

WHEREAS, the General Assembly of the State of Indiana ("State") enacted IC 6-1.1-39 and IC 4-4-8 (collectively and as further defined in Section 2, "Act") which before January 1, 1988 and apply to the State's Department of Commerce ("DOC") for a loan from the State's industrial development fund;

WHEREAS, the County Council of Tippecanoe County, Indiana (the "Council"), adopted Ordinance 87-37-CL (the "Declaratory Ordinance") on November 12, 1987, which ordinance was confirmed by the Confirmatory Ordinance (the "Confirmatory Ordinance"), adopted December 8, 1987 which established an economic development district in the County encompassing the specific area described in Exhibit A ("District"), established an allocation area consisting of the entire District ("Allocation Area") and provided for the distribution of the property tax revenues generated within the Allocation Area in accordance with IC 6-1.1-39-5;

WHEREAS, the DOC on December 1, 1987 preliminary determined that: the industrial development project described in Exhibit B ("Project") will qualify as a qualified industrial development project as defined in IC 6-1.1-39-1.6; there is a reasonable likelihood that the Project would be accomplished; and there is a reasonable likelihood that the DOC and the State Board of Finance would approve an application by the County under IC 4-4-8-5 for a loan from the State's industrial development fund;

WHEREAS, the County, acting for and on behalf of the District, has applied to the DOC for a loan ("Loan") from the State's industrial development fund under IC 4-4-8 to finance costs of certain local public improvements consisting of extension of and replacements for County roads and highways located within or serving the District ("Improvements");

WHEREAS, IC 4-4-8 provides that a "qualified entity," which term includes the County, may issue and sell its bonds to the DOC to evidence the Loan;

WHEREAS, the Council has determined that it is in the best interest of the County to sell its tax increment revenue bonds to the DOC in a negotiated sale to finance the costs of the improvements and incidental costs associated therewith and with the issuance of the bonds, and includes all costs set forth in the Exhibit D ("Costs of the Improvements");

WHEREAS, the bonds to be issued under Section 2 of this Ordinance ("1988 Bonds") are issued pursuant to the authority granted in the Act;

WHEREAS, the estimated total Costs of the Improvements is a least Twelve Million Sixty-Five Thousand Six Hundred Ninety-Three and 16/100 Dollars (\$12,065,693.16); and

WHEREAS, the Indiana State Board of Finance by resolution adopted January 18, 1988 and the DOC have approved the purchase of the 1989 Bonds from the County and the sale of the 1989 Bonds and the assignment of the Loan without recourse to the Indiana Bond Bank ("Bond Bank") upon compliance with certain conditions set forth in the Purchase Agreement (hereinafter defined) including execution of the Reimbursement Agreement (as hereinafter defined);

WHEREAS, the Bond Bank has, by resolution adopted November 30, 1988, approved the County's application and by resolution adopted December 22, 1988 has approved the purchase of the 1989 Bonds from the DOC in a negotiated sale; and

WHEREAS, the County has obtained or will obtain all necessary approvals of the State Board of Tax Commissioners prior to the issuance of the 1989 Bonds and all other approvals required by law for the issuance of the 1989 Bonds and use of the proceeds of the Bonds, including the approval of the State Board of Tax Commissioners of the additional appropriation of the proceeds of the 1989 bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF TIPPECANOE COUNTY, INDIANA, AS FOLLOWS:

SECTION 1. GRANTING CLAUSES. The County, in consideration of the premises and of the purchase and acceptance of the Bonds by the Owners, including the Bank and any Junior Bonds, in order to secure the payment of the Debt Service on the Bonds according to their tenor and effect and to secure the performance and observance by the County of all covenants expressed or implied herein and in the Bonds, and any Junior Bonds, does hereby pledge the rights, interests, properties, moneys and other assets described below to the Trustee for the benefit of the Owners of the Bonds, including the Bank, and any Junior Bonds, for the securing of the performance of the obligations of the County hereinafter set forth, such pledge to be effective as set forth in IC 5-1-14-4 without the recording of this Ordinance of any other instrument:

(a) All cash and securities now or hereafter held in the Construction Fund and the Loan Fund including the Bond Principal and Interest Account and the General Account and the investment earnings thereon and all proceeds thereof (except to the extent transferred or disbursed from such funds and accounts from time to time in accordance with this ordinance);

(b) All Tax Increment, required to be deposited for the benefit of the Bonds under this Bond Ordinance; and

(c) Any moneys hereinafter pledge to the Trustee as security to the extent of that pledge;

provided, however, that if the County shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, Debt Service on the Bonds and any Junior Bonds, due or to become due thereon at the times and in the manner mentioned in the Bonds or Junior Bonds, respectively, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Owners of the outstanding Bonds and the owners of any Junior Bonds of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Section 13, then this ordinance and the rights hereby granted shall cease, terminate and be void; otherwise this Ordinance to be and remain in full force and effect.

This Ordinance further witnesseth, and it is expressly declared, that all Bonds and Junior Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby pledged, are to be dealt with and disposed of, under, upon and subject of the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the County has agreed and covenanted, and does hereby agree and covenant, with the respective Owners, from time to time of the Bonds, or any part thereof, and owners of any Junior Bonds as provided in this Ordinance.

SECTION 2. DEFINITIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. All terms defined elsewhere in this Ordinance shall have the meaning given in such definition. In this Ordinance, unless a different meaning clearly appears from the context:

"Act" means, collectively, IC 6-1.1-39 and IC 4-4-8 and all related and supplemental statutes conferring powers of authority on the County, as in effect on the date of the issuance of any series of Bonds.

0037

"Additional Interest" means the additional interest payable on the 1989 on January 1, 1990 and at maturity as set forth in Section 3(B)(2).

"Bank" means the issuer of an outstanding Letter of Credit and initially means The Sumitomo Bank, Limited, a banking corporation organized under the laws of Japan acting through its Chicago Branch, which Branch is authorized to do business in Illinois under the Illinois Foreign Banking Office Act.

"Bank Rate" means the rate of interest publicly announced by the First National Bank of Chicago, or its successors, from time to time as its corporate base rate, plus 2% per annum, adjusted to a rate sufficient to provide for payment of any additional amounts owed to the Bank under the Reimbursement Agreement (other than pursuant Section 2.4 of the Reimbursement Agreement at the time the Bank becomes the Owner if the 1989 Bonds; any additional amounts owed to the Bank by the County under Section 2.9 and Article X of the Reimbursement Agreement arising after the Bank becomes the Owner of the 1989 Bonds of the 1989 Bonds and any and all reasonable costs and out-of-pocket expenses paid or incurred by the Bank in connection with the collection of enforcement of the Reimbursement Agreement, including reasonable attorney's fees.

"Bond Bank" means the Indiana Bond Bank, and entity created by IC 5-1.5 as a separate body corporate and politic constituting an instrumentality of the State, but not a State agency, or any successor to its functions.

"Bond Bank Bonds" means the Bond Bank's Special Program Bonds, Series 1989 B (Tippecanoe County Economic Development District Tax Increment Financing Program), the proceeds of which will be used to purchase the 1989 Bonds from the DOC.

"bond Bank Trustee" means the Indiana National Bank, a national banking association organized and existing under the laws of the United States of America, or any successor trustee, acting as such under the indenture.

"Bond Principal and Interest Account" means this Ordinance, adopted by the Council on January 19, 1989, authorizing the issuance of the 1989 Bonds, as it may be supplemented and amended from time to time in accordance with its provisions.

"Bonds" means the 1989 Bonds authorized by this Bond Ordinance and any Parity Bonds.

"Certifier" means an independent certified public accountant who certified the Tax Increment to be received in succeeding years for purposes of the Parity Bond test.

"Code" means the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the 1989 bonds and the applicable regulations promulgated thereunder or under the Internal Revenue Code of 1954.

"Compounded Amount" means the Compounded Amount, from time to time, of the 1989 Bonds, as determined in Sections 3(B)(2) and 3(B)(4).

"Compounding Date" means any January 1 or July 1 commencing July 1, 1989, the dates on which interest on the 1989 Bonds is compounded on the Compounded Amount of the Bond as shown in Exhibit C.

"Construction Fund" means the Construction Fund established in Section 8.

"Costs of the Improvements" means all costs of the Improvement permitted under the Act and incidental costs associated therewith and with the issuance of the 1989 Bonds, including costs of issuance of the 1989 Bonds, and includes all costs set forth in Exhibit D, which Improvement constitute costs of local public improvements under the Act.

"Council" means County Council of Tippecanoe County, Indiana.

"Debt Service" means the principal of the interest on Bonds. With respect to the 1989 Bonds, Debt Service includes, but is not limited to, the Compounded Amounts or Maturity Amounts of the 1989 Bonds from time to time, Additional Interest, interest payable at the Bank Rate and the amount characterized as principal upon acquisition of the 1989 Bonds by the Bank under the Reimbursement Agreement.

"District" means the County's economic development district created by the Confirmatory Ordinance, a special taxing district created pursuant to IC 6-1.1-39 encompassing the specific area described in Exhibit A.

"DOC" means the State's Department of Commerce.

"Event of Default" means any occurrence or event specified in Section 17.

"General Account" means the General Account created herein and further described in Section 6.

"Improvements" means local public improvements consisting of extension of and replacements for County roads and highways located within or serving the District, which Improvements constitute and industrial development program as defined in the Act.

"Indenture" means the Trust Indenture, dated as of January 1, 1989, between the Bond Bank Trustee, as it may be amended or supplemented in accordance with its terms.

"Issued Amount" means the stated amount of the 1989 Bonds on their date of issuance as set forth in Section 3(A)(2).

"Junior Bonds" means additional bonds described in section 7 (B) which are junior and subordinate to the Bonds.

"Letter of Credit" means (i) the Letter of Credit issued by the Bank effective on the date of issuance and delivery of the Bond Bank Bonds, as it may be extended from time to time in accordance with its terms (ii) any alternate, renewal or substitute letter of credit or other credit enhancement satisfying the conditions of the Indenture and (iii) any letter of credit issued by the Bank supporting any additional Bond Bank bonds issued under the Indenture.

"Loan Fund" means the Special fund established by the County for the District in the confirmatory Ordinance and continued by this Ordinance.

"Maturity Amount" means the stated amount of the 1989 Bonds at their stated maturity dates.

"1989 Bonds" means the Bonds authorized in Section 3 of the Ordinance.

"Notice Address" means with respect to the Bond Bank, the County, the Trustee and the Bank:

Bond Bank: James H. Steele, Jr., Executive Director
Indiana Bond Bank
Capital Center Building
251 N. Illinois Street
Suite 970 North Tower
Indianapolis, Indiana 46204

County: Tippecanoe County
Tippecanoe County Office Building
20 North Third Street
Lafayette, Indiana 47901
Attention: County Auditor

Trustee: The Indiana National Bank
One Indiana Square, 8th floor
Indianapolis, Indiana 46266
Attention: Corporate Trust Department

Bank: The Sumitomo Bank, Limited
(Chicago Branch)
Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606-6448
Attention: Manager-Loan Section

"Owner" means the registered owner of any Bond.

"Parity Bonds" means additional Bonds issued on a parity with the 1989 Bonds under Section 7(A).

"Paying Agent" means the Paying Agent so designated under Section 3(D).

"Project" means the project described in Exhibit B, which constitutes an industrial development project as defined in the Act.

"Purchase Agreement" means the Purchase Agreement entered into among the Bond Bank, the DOC and the County, the substantially final form of which is attached as Exhibit E.

"Qualified Investments" means direct obligation of the United States of America or other investment approved by the bank which is attached as Exhibit E.

"Registrar" means the Registrar so designated under section 3 (D).

"Reimbursement Agreement" means (i) the Reimbursement and Letter of Credit Agreement, dated as of January 1, 1989, the substantially final form of which is attached to the Purchase Agreement as an exhibit and incorporated therein by reference, among the Bond Bank, the County and the Bank, and any amendments or supplements thereto, pursuant to the terms of which the Letter of Credit is issued, (ii) the agreement or instrument pursuant to which an alternate, renewal or substitute Letter of Credit or other credit enhancement is issued, or (iii) a Reimbursement Agreement supporting any additional Bond Bank bonds issued under the Indenture.

"State" means the State of Indiana.

"Tax Increment" means all property tax proceeds from assessed valuation in the Allocation area in excess of the assessed valuation described in IC 6-1.1-39-5(a)(1), as such statutory provision exists on the date of issuance of the 1989 Bonds.

"Trustee" means initially the Indiana National Bank, a national banking association organized and existing under the laws of the United States of America as designated in Section 3(D), or any successor Trustee appointed under this Ordinance.

"Trust Estate" means the Tax Increment and investment earnings on the any cash or securities held in any of the funds and accounts established under this Ordinance, as more particularly described in Section 1.

SECTION 3. THE BONDS. (A) (1) The Council hereby finds that the improvements constitute local public improvements as defined in the Act, will provide special benefits to property owners in the District and will be of public use and benefit.

(2) For the purpose of procuring funds to be applied to the Costs of the Improvements, the County shall borrow the aggregate Issued Amount of Fourteen Million One Hundred Eighteen Thousand Two Hundred Thirteen and 30/100 Dollars (\$14,118,213.30) at an aggregate purchase price of \$11,833,604.93. The proceeds of the 1989 Bonds shall be deemed to include the difference between the Issued Amount and the purchase price. The obligation of the bond Bank to lend such proceeds shall be discharged, and the obligation of the county hereunder shall become effective, when such proceeds are received by or on behalf of the Bond Bank from the purchasers of the Bond Bank Bonds.

(3) In order to procure such loan, the Auditor of Tippecanoe County, Indiana is hereby authorized and directed to have prepared and to issue and sell to the DOC the 1989 bonds, payable, as set forth in Section 6, solely of the Trust Estate. The 1989 Bonds shall be issued in the name of Tippecanoe County and shall be designated "Tippecanoe County Economic Development District Tax Increment Revenue Bonds of "1989" in the aggregate Issued Amount of Fourteen Million One Hundred Eighteen Thousand Two Hundred Thirteen and 30/100 Dollars (\$14,118,213.30). The purchase price of the 1989 Bonds does not exceed the total as estimated by the Council of all Costs of the Improvements to be financed with proceeds of the 1989 bonds.

(B) (1) The 1989 Bonds shall be issued in fully registered form and shall be lettered and numbered separately from one consecutively upward in order of maturity preceded by the letter "R" and with such further or alternate designation as provided for herein or as the Trustee shall determine.

(2) The 1989 Bonds shall be dated as of the accrued interest from their date of initial delivery at the yields set forth below to the Maturity Amounts set forth below. Interest will be compounded semiannually on each January 1 and July 1, basis of twelve thirty-day months for a 360 day year. The 1989 bonds shall mature on January 1 of the years 1991 to 2004, inclusive in the Maturity Amount set forth below and, in addition, while held by the Bond Bank, shall bear Additional Interest payable as set forth below:

<u>Year</u>	<u>Issued Amount</u>	<u>Maturity Amount</u>	<u>Interest Rate</u>	<u>Additional Interest</u>
1990	0	0	0	58,468.00
1991	88,790.00	100,000.00	6.300%	29,135.00
1992	166,430.00	200,000.00	6.400%	109,189.00
1993	459,244.20	590,000.00	6.500%	419,227.00
1994	606,777.80	835,000.00	6.600%	254,914.00
1995	707,579.95	1,045,000.00	6.700%	197,534.00
1996	862,675.30	1,370,000.00	6.800%	311,434.00
1997	1,274,144.60	2,180,000.00	6.900%	810,223.00
1998	1,556,668.75	2,875,000.00	7.000%	622,399.00
1999	1,554,456.15	3,105,000.00	7.100%	612,546.00
2000	1,515,360.00	3,280,000.00	7.200%	611,304.00
2001	1,453,154.95	3,415,000.00	7.300%	585,571.00
2002	1,373,041.80	3,510,000.00	7.400%	550,177.00
2003	1,290,317.40	3,595,000.00	7.500%	505,779.00
2004	1,209,542.40	3,680,000,000	7.600%	461,787.00

(3) If the Bank becomes the Owner of any of the 1989 Bonds, such 1989 Bonds shall thereafter bear interest at the Bank Rate beginning on the date of such acquisition on the Compounded Amount and, to the extent permitted by law, other amounts owed to the Bank and unpaid under the Reimbursement Agreement as of such date and shall be payable upon demand by the Bank. Such amount shall thereafter be treated as the principal amount of such 1989 Bonds and no further accretion or accrual of Additional Interest shall occur on such 1989 Bonds after their conversion t the Bank Rate.

(4) (a) The 1989 Bonds shall be issued in multiples of \$5,000 of Maturity Amounts, and shall accrete to the Compounded from the Issued Amount per 1989 Bonds owned by the Bank, as shown on the table attached as Exhibit C.

68-101

(b) If the Compounded Amount of 1989 Bond must be determined on a date other than January 1, or July 1, such Compounded Amounts shall be calculated by interpolating on a straight line monthly basis, assuming six 30-day months between each January 1 and July 1 on each July 1 and January 1.

(c) For purposes solely of consents to amendments, notices of default and requests or demands in a default proceeding or a proceeding under Section 18, the Compounded Amount of a 1989 Bond as relevant date shall be treated as its principal amount.

(C) (1) While owned by the Bond Bank, the 1989 Bonds shall be subject to mandatory redemption by the County, in whole or in part in order of maturity and within any maturity by lot (in such manner as may be determined by the Registrar), on each January 1 from funds held in the General Account and available for such redemption as provided in Section 6 (C). Any 1989 Bond, or portion thereof, so redeemed shall be redeemed at a price of the Maturity Amount of the 1989 Bonds, or portion thereof, to be redeemed plus the additional interest on such 1989 Bonds, or portion thereof.

(2) Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least two days prior to the date fixed for redemption if the DOC, the Bond Bank or the Bank owns the Bonds and at least 60 days prior to the date fixed for redemption otherwise by sending written notice by certified or registered mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect there in with respect to any Bond, shall not affect the validity of any proceeding for the redemption of other Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which Bonds are to be surrendered for payment and, if less than the entire Maturity Amount of a Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for redemption. When the Bonds have been called for redemption, in whole or in part, and, due provision has been to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such Bonds to collect interest which would otherwise accrue or accrued after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

(3) If fewer than all of the 1989 Bonds are to be redeemed, the 1989 Bonds shall be redeemed within a maturity of maturities selected or designated by the county. The Registrar will select the particular 1989 Bonds or portion to be redeemed in Maturity Amounts of whole multiples of \$5,000. Any 1989 Bond of a Maturity Amount of more than \$5,000 will be redeemed in a Maturity Amount of an integral multiple of \$5,000. The Registrar shall select the 1989 Bonds to be redeemed within a maturity by lot in such manner as it deems fair and appropriate.

(D) The Indiana National Bank shall be appointed as the initial Trustee, Registrar and Paying Agent for the Bonds, charged with the performance of the duties and responsibilities of Trustee, Registrar and Paying Agent as set forth therein.

(E) (1) The Auditor of the County is here authorized and directed, on behalf of the Council, to enter into such agreements or understandings with the Trustee, Registrar and paying Agent as will enable it to perform the services required of it.

(2) The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar and no Bond shall be valid or become obligatory for any purpose until the Certificate of Authentication on such Bond shall have been so executed. Subject to the provisions hereof for registration, the Bonds shall be negotiable under the laws of the State of Indiana.

(3) (a) Each Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the office of the Registrar by the Owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate Maturity Amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Owner, as the case may be, in exchange therefore. The Registrar shall not be obligated to make any exchange or transfer of Bonds following the fifteenth day of the month immediately preceding an interest payment date on any Parity Bonds until such interest payment date. Unless the Bond Bank is transferring the 1989 Bonds to the Bank, the Registrar shall not be obligated (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds are registered as the absolute owner thereof for all purposes including for the purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(b) When directed in writing by the Bond Bank Trustee, the Registrar shall, upon surrender of a Bond, transfer such Bond on the books of the County to the name of the Bank.

(4) If any Bond is mutilated, lost, stolen or destroyed, the County may execute and the Registrar may authenticate a new Bond which in all respects shall be identical to the Bond which was mutilated, lost stolen or destroyed including like date, maturity and denomination, except that such a new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the County and the Registrar, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to them. In the event any such lost, stolen or destroyed Bond shall have matured, instead of issuing a duplicate Bond, the County and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The County and the Registrar may charge the Owner of the Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issue by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the County whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds duly issued hereunder.

(F) The principal of the bonds (Compounded Amount or Maturity Amount of and Additional Interest on the 1989 Bonds) shall be payable in immediately available funds in lawful money of the United States of America and the principal corporate trust office of the Registrar and Paying Agent or, if the Bank owns any the 1989 Bonds, at the direction of the Bank. Interest on any Parity Bonds shall be paid by check or draft mailed to each Owner at the address as it appears on the registration books kept by the Registrar as the fifteenth day of the month immediately preceding the interest payment date or at such other address as provided to the Registrar in writing by such Owner.

(G) The Bonds shall be executed in the name of the County, by the manual or facsimile signatures of the Board of Commissioners of the County ("Commissioners"), and attested by the manual or facsimile signature of the Auditor of the County, who shall cause the official seal of Tippecanoe County, Indiana to be impressed upon or a facsimile thereof to be printed on each of the Bonds.

(H) (1) The Bonds do not constitute general obligations of the County, but constitute limited obligations of the County, but constitute limited obligations of the County, payable solely from the Trust Estate. The County is not obligated to pay the Debt Service on the Bonds from any source other than the Trust Estate.

(2) (a) If the Bank is the Owner of any of the 1989 Bonds, such 1989 Bonds shall be repaid from Tax Increment allocated and collected during the stated term of the 1989 Bonds and thereafter until such 1989 Bonds are repaid.

(b) If the Owner of any of the 1989 bonds, is anyone other than the Bank, such 1989 Bonds shall be repaid from Tax Increment allocated and collected during the stated term of the 1989 Bonds and, to the extent permitted by law, thereafter until such 1989 Bonds are repaid.

SECTION 4. FORM OF THE BONDS. (A) Form of the 1989 Bonds. The form and tenor of the 1989 bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the 1989 Bonds):

UNITED STATES OF AMERICA
STATE OF INDIANA
TIPPECANOE COUNTY

No. R-

TIPPECANOE COUNTY ECONOMIC DEVELOPMENT DISTRICT

TAX INCREMENT REVENUE BOND OF 1989

ACCRETION RATE	MATURITY DATE	ORIGINAL DATE	1990 ADDITIONAL INTEREST	ADDITIONAL INTEREST
_____	January 1, _____	_____	_____	_____

REGISTERED OWNER: _____

MATURITY AMOUNT: _____

Tippecanoe County, Indiana (the "County"), for and on behalf of the Tippecanoe County Economic Development District, four value received hereby acknowledges itself indebted and promises to pay, but solely out of the Trust Estate (as defined in the Bond Ordinance (as defined herein), to the Registered Owner (name above) or registered assigns, the Maturity Amount set forth above on January 1, 1990 and Additional Interest set forth above on the Maturity Date in like money but solely from the Trust Estate (as defined below) to the Registered Owner of this Bond. The Maturity Amount payable on this Bond at maturity or upon earlier redemption (as hereinafter described) is the amount of interest accreted from the Original Date on the Issued Amount (as determined in the chart set forth in Schedule A) at an interest rate equal to the Accretion Rate per annum set forth above, compounded semiannually on each January 1, and July 1 (the "Compounding Dates"), commencing July 1, 1989. Interest shall be calculated on the basis of twelve (12) thirty-day months for a three hundred sixty-day year.

If the issuer of the letter of Credit (as defined in the Bond Ordinance) (the "Bank") becomes the owner of any of the 1989 bonds (as hereinafter defined), such 1989 Bonds shall thereafter be payable on demand and bear interest on the compounded Amount of such 1989 Bonds and any other amounts owed to the Bank under the Reimbursement and Letter of Credit Agreement (the "Reimbursement Agreement") among the County, the Bank and the Indiana Bond Bank (the "Bond Bank") (other than under Section 2.4 of the Reimbursement Agreement) at the time the Bank becomes the Owner of the 1989 Bonds at the rate of interest publicly announced by the First National Bank of Chicago, or its successor, from time to time as its corporate base rate, plus 2% per annum adjusted to a rate sufficient to provide for payment of any additional amounts owed to the Bank by the county under Section 2.9 and Article X of the Reimbursement Agreement arising after the Bank becomes the owner of the 1989 Bonds and any and all reasonable costs and out-of-pocket expenses paid or incurred by the Bank in connection with the collection or enforcement of the Reimbursement Agreement, including reasonable attorney's fees (the "Bank Rate").

This Bond is payable in lawful money of the United States of America, at the principal corporate trust office of the Indiana National Bank as Trustee (the "Trustee", "Registrar" or "Paying Agent"), in the City of Indianapolis, Indiana or at the principal corporate trust office of any successor paying agent appointed under the Bond Ordinance hereinafter defined, or, if the Bank owns this Bond, at the direction of the Bank.

THIS BOND DOES NOT CONSTITUTE A GENERAL OBLIGATION OF TIPPECANOE COUNTY, BUT CONSTITUTES A LIMITED OBLIGATION OF TIPPECANOE COUNTY, PAYABLE SOLELY OUT OF TAX INCREMENT (AS DEFINED IN THE BOND ORDINANCE) AND INVESTMENT EARNINGS ON AND ANY CASH OR SECURITIES HELD IN ANY OF THE FUNDS AND ACCOUNTS ESTABLISHED UNDER THE BOND ORDINANCE (THE "TRUST ESTATE").

If the Bank is the owner of this bond is anyone other than the Bank, this Bond shall be repaid from Tax Increment allocated and collected during the stated term of the 1989 Bonds and, to the extent permitted by law, thereafter until this Bond is repaid.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF DULY SET FORTH ON THE SIDE HEREOF.

(Reverse of Bond)

This Bond is one of an authorized issue of bonds of the Tippecanoe County with an aggregate issued amount of \$14,118,213.30 (the "1989 Bonds") designated "Tippecanoe County Economic Development District Tax Increment Revenue Bonds of 1989." The Bonds are numbered consecutively from R-1 upwards, and are issued pursuant to an ordinance adopted by the Tippecanoe County Council (the "Council"), on January 19, 1989, as Ordinance No. 89-7-CL (the "Bond Ordinance") and in strict compliance with IC 6-1.1-39 and IC 4-4-8 (collectively, the "Act") for the purpose of procuring funds to be applied to the costs of extension of and replacement for County roads and highways located in or serving the Tippecanoe County Economic Development District and incidental costs associated therewith and with the issuance of the 1989 bonds. The 1989 Bonds any bonds issued on a parity with the 1989 Bonds under the Bond Ordinance are referred to herein collectively, as the "Bonds".

Except as otherwise provided in the Bond Ordinance, the 1989 Bonds are all equally and ratably secured by and entitled to the protection of the Bond Ordinance. Additional Bonds may be issued as described below. To secure payment of the Debt Service (as defined in the Bond Ordinance) on all the bonds and performance of all other covenants of the County under the Bond Ordinance, the County, pursuant to the Bond Ordinance, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate. Reference is hereby made to the Bond Ordinance for a description of the rights, duties and obligations of the County, the Trustee, and the owners of the Bonds, the terms and conditions upon which the Bonds and junior bonds are or may be issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefore. Copies of the Bond Ordinance are on file at the principal corporate trust office of the Trustee.

While owned by the Bond Bank, the 1989 Bonds shall be subject to mandatory redemption by the County, in a whole or in part in order of maturity and within any maturity by lot (in such manner as may be determined by the Registrar), on each and available for such redemption. Any 1989 Bond of a Maturity Amount of more than \$5,000 will be redeemed in a Maturity Amount of an integral multiple of \$5,000. The Registrar shall select the 1989 Bonds to be redeemed within a maturity by lot in such manner as it deems fair and appropriate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given the Registrar at least two days prior to the date fixed for redemption otherwise by sending written notice by certified or registered mail to the Registered Owner of each Bond to be redeemed in whole or in part of the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of the other bonds. All Bonds so called for redemption shall no longer be regarded as outstanding except for the purposes of receiving payment solely from the funds so provided for redemption, and the rights of owners of such Bonds to collect interest which otherwise accrue after the redemption date shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

The County reserves the right to authorize and issue additional Bonds payable from Tax Increment, ranking a a parity with the 1989 Bonds ("Parity Bonds") for the purpose of raising money for future local public improvements in the Allocation Area (as defined in the Bond Ordinance) or to refund the 1989 Bonds or other Parity Bonds. The authorization and issuance of such Parity Bonds shall be subject to the following conditions precedent:

- (a) All interest and principal payments with respect to all bonds payable from the Tax Increment shall be current to date in accordance with the terms thereof, with no payment in arrears;
- (b) The Council and the Trustee shall have received a certificate prepared by an independent certified public accountant ("Certifier") certifying the amount of the Tax Increment estimated to be received in each succeeding year, adjusted as provided below, which estimated amount shall be a least equal to one hundred fifty percent (150%) of the principal and interest (other than Additional Interest) requirements with respect to the outstanding Bonds and the proposed Parity Bonds for each respective year during the term of the outstanding Bonds. In estimating the Tax Increment to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or to be assessed as of the assessment date immediately preceding the issuance of the Parity Bonds; provided, however, to the extent permitted by law the Certifier shall adjust such assessed values for the current and future reduction of real property tax abatements granted to property owners in the Allocation Area and to take into account the effect of reassessment on the Tax Increment to the extent it can be reasonably estimated.
- (c) Principal of and interest on any Parity Bonds or junior bonds shall be payable annually on January 1; and
- (d) The County shall have received the written consent of the Bank and, if the Bond bank owns any of the Bonds, the Bond Bank to the issuance of the Parity Bonds.

The Council shall approve and confirm the findings and estimates set forth in the above-described certificate in any supplemental ordinance authorizing the issuance of Parity Bonds.

The County may, with the consent of the Bank and, if the Bond Bank owns any of the Bonds, the Bond Bank issue junior bonds as provided in the Bond Ordinance.

The Council may, without the consent of, or notice to, the owner of this Bond but with the consent of the Bank, adopt a supplemental ordinance to the Bond Ordinance for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in the Bond Ordinance;
- (b) To grant to or confer upon the owners of the Bonds any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the owners of the Bonds;

(c) To modify, amend or supplement the Bond Ordinance to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or the qualification of the Bond Ordinance under the Trust Indenture Act of 1939 or any similar state or federal statute hereafter in effect if such modification, amendment or supplement will not have a material adverse effect on the owners of the Bonds;

(d) To provide for the refunding or advance refunding all or a portion of the Bonds;

(e) To provide for the issuance of Parity bonds or junior bonds by the County;

(f) Any other purpose which in the judgment of the Trustee does not adversely affect the interest of the owners of the Bonds in any material way, provided that, if the Bond Bank owns any of the Bonds, the County must obtain the Bond Bank's written consent to such an amendment; and

(g) To amend the Ordinance to permit the County to comply with any future federal tax or any covenants contained in any supplemental ordinance with respect to compliance with future federal tax.

The owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding who are, in the sole judgment of Trustee, affected and the Bank shall have the right, from time to time, and anything contained in the Bond Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Council of such supplemental ordinances as shall be deemed necessary and desirable by the Council for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Bond Ordinance or any supplemental ordinance other than those provision covered by the paragraph above provided however, that nothing contained in this paragraph shall permit, or be construed as permitting, without the co any of the terms or provisions contained in the Bond Ordinance or in any consent of the owners of all the then outstanding Bonds affected (a) an extension of the maturity of the principal of and interest on any Bonds payable from Tax Increment, or (b) a reduction in the principal amount of any Bond or change in the rate of interest, or (c) a privilege or priority of any Bond or Bonds of the same series, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance, or (e) a reduction in the debt service reserve requirement established for any Parity Bonds, or (f) a change in the provisions regarding the collection, deposit and allocation of the Tax Increment as set forth in IS 6-2.1-39-5 as in effect on the date of issuance of the 1989 Bonds and in the bond Ordinance or in the lien on the tax Increment for any bonds, or (g) the creation of any lien securing any bonds other than a lien ratably securing all of the bonds at any time outstanding hereunder (except as now provided in the Bond Ordinance), or (h) a change in the method of accretion or accrual of interest on any Bonds.

If at any time the Council desired to adopt a supplemental ordinance for any purposes set forth in the preceding paragraph the County shall cause notice of the proposed adoption of such supplemental ordinance to be mailed by registered or certified mail to each registered owner of a Bond at the address shown on the registration books maintained by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that copies of it are on file at its principal corporate trust office for inspection by all owners of Bonds. If, within 60 days, or such longer period as shall be prescribed by the Council, following the mailing of such notice, the owner of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of execution of any such supplemental ordinance shall have consented to and approve the execution of such supplemental ordinance, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof,

or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Council from adopting the same or from taking any action pursuant to the provision thereof. Upon the adoption of any such supplemental ordinance as is permitted and provided for the Bond Ordinance shall be and be deemed to be modified and amended in accordance therewith.

This Bond is transferable or exchangeable only upon the books of the County kept for that purpose at the office of the Registrar by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a new fully registered 1989 Bond or 1989 Bonds in the same aggregate maturity Amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange there for. Unless the Bond Bank is transferring the 1989 Bonds to the Bank, the Registrar shall not be obligated to (a) register, transfer or exchange any 1989 Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any 1989 Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call. The County and the Registrar for the Bond may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including the purpose of receiving payment of or on account of, the principal hereof and interest due hereon.

If this Bond is mutilated, lost, stolen or destroyed, the County may execute and the Registrar may authenticate a new 1989 Bond which in all respects shall be identical to the Bond which was mutilated, lost, stolen or destroyed including like date, maturity and denomination as this Bond, except that such a new 1989 Bond shall be marked in a manner to distinguish it from this Bond; provided that, in the case of this Bond being mutilated, this Bond shall first be surrendered to the County and the Registrar, and in the case of the Bond being lost, stolen or destroyed, there shall first be furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to them. In the event that this Bond, being lost, stolen destroyed shall have matured, instead of issuing a duplicate 1989 Bond the County and the Registrar may, upon receiving indemnity satisfactory to them, pay this Bond without surrender hereof. the County and the Registrar may charge the owner of this Bond with their reasonable fees and expenses in connection with the above. Every substitute 1989 Bond issued by reason of this Bond being lost, stolen or destroyed shall, with respect to this Bond, constitute a substitute contractual obligation of the County, whether or not this Bond, being lost or stolen or destroyed shall be found at any time, and shall be entitled to all the benefits of the Bond Ordinance, equally and proportionately with any and all other Bonds duly issued thereunder except as otherwise provided in the Bond Ordinance.

If there is an Event of Default (as defined in the Bond Ordinance), the County is authorized to used the Trust Estate to pay fees and charges assessed by the Bond Bank to enforce the County's obligation on this Bond, or to pay such fees and charges from other legally available sources, subject to the appropriation of moneys to pay such fees and charges. The 1989 Bonds maturing in any one year are issuable only in fully registered form in the demonination of \$5,000 Maturity Amount or any integral multiples thereof not exceeding the aggregate Maturity Amount of the 1989 Bonds maturing in such year.

If this Bond or portion thereof shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable upon this Bond or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are

unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this Bond or such portion thereof shall no longer be deemed outstanding or an indebtedness of the county.

If the Compounded Amount of the 1989 Bond must be determined on a date other than January 1 or July 1, such amounts shall be calculated by interpolating on a straightline monthly basis, assuming six 30-day months between each January 1 and July 1 and each July 1 and January 1.

For purposes solely of consents to amendments, notices of default and requests or demand in a default proceeding or a proceeding regarding the Trustee, the Compounded Amount of this Bond on the relevant date shall be treated as its principal amount.

The accretion schedule for the 1989 Bonds is as follows:

[Insert schedule shown in Exhibit C to the Ordinance]

(Front of Bond)

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this Bond have been properly done, happened and performed in regular and due form as prescribed by law, and that the total indebtedness of the Tippecanoe County Economic Development District, including the 1989 Bonds, does not exceed any constitutional, statutory or local ordinance code limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, The Board of Commissioners of Tippecanoe County has caused this Bond to be executed by the manual or facsimile signature of the Commissioners, in the name of Tippecanoe County and attested by the manual or facsimile signature of the Auditor of Tippecanoe County, who has caused the seal of Tippecanoe County to be impressed or a facsimile to be printed hereon.

TIPPECANOE COUNTY, INDIANA

(SEAL)

By: _____
Commissioner

Attest:

By: _____
Commissioner

Auditor

By: _____
Commissioner

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the 1989 bonds described in the within mentioned Bond Ordinance.

THE INDIANA NATIONAL BANK, as
Registrar

Authentication Date:

Authorized Representation

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

(Insert name and address)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within Bond on the books kept for the registration thereof with full power of substitution in the premises .

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature (s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

(B) Form of Parity Bonds. The form of any parity Bonds shall be set forth in the ordinance approving the issuance of such Parity Bonds.

SECTION 5. SALE OF THE 1989 BONDS. The Auditor of the county is hereby authorized and directed to sell the 1989 Bonds to the DOC at a negotiated sale upon receipt of a check payable to the DOC and endorsed by the DOC in favor of the County. The 1989 Bonds shall be sold to the DOC at the price set forth in the Purchase Agreement.

prior to the delivery of the 1989 Bonds, the Auditor shall obtain a legal opinion addressed to the County as to the validity of the 1989 Bonds from Ice Miller Donadio & Ryan of Indianapolis, Indiana bond counsel for the County, and shall furnish such opinion and customary reliance letter to the DOC, the Bond Bank and the underwriters designated by the Bond Bank. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the 1989 Bonds.

Proceeds received from the sale of the 1989 Bonds shall be deposited in the Construction Fund.

SECTION 6. FLOW OF FUNDS. (A) Creation of Funds and Accounts.

(1) There is hereby created and established in the Loan Fund, a Bond Principal and Interest Account and a General Account. There is also hereby created a Construction Fund. All Tax Increment shall immediately, upon receipt of and identification as Tax Increment by the County, be set aside in the following accounts of the Loan Fund, in the following order of priority and to the extent indicated below:

- (a) Bond Principal and Interest Account; and
- (b) General Account.

The Trust Estate shall be held in trust and pledged for the benefit of the Owners of the Bonds and shall be applied, used and withdrawn only for the purposes authorized in this Section 6.

(2) The Treasurer of the County shall administer the moneys in the Construction Fund in accordance with this Ordinance, shall hold such funds in a separate bank account and shall invest such funds in the Qualified Investments. The Tax Increment shall be invested in Qualified Investments. Interest earned in each account shall be credited to such account except that amounts owed to the United States of America under Section 12(A)(5) and the Purchase Agreement shall be paid from such earnings. The Loan Fund and all accounts in the Loan Fund include the Bond Principal and Interest Account and the General Account shall be held by the Trustee.

(B) Bond Principal and Interest Account. There shall immediately be set aside from the Tax Increment and deposited into the Bond Principal and Interest Account, beginning upon receipt of the identification as Tax Increment by the County but no later than on June 30, 1990, and no later than each December 31 and June 30 thereafter, an amount of money which, together with any money contained therein, is equal to the aggregate Debt Service becoming due and payable on the next January 1. No deposit need be made into the Bond Principal and Interest account if the amount contained therein is at least equal to the aggregate amount of Debt Service becoming due and payable on all outstanding Bonds on the next January 1. If the Bank owns any of the Bonds, all Tax Increment necessary to pay on demand the Debt Service on such Bonds shall be immediately deposited in the Bond Principal and Interest Account. All money in purpose of paying Debt Service on Bonds as it shall become due and payable to the extent it is required therefor (including accrued interest on any Bonds purchased or redeemed prior to maturity and any Additional Interest).

(C) General Account. After making the deposits described in (B), the amounts remaining in the Loan Fund shall be deposited in the General Account and shall be available in the following order of priority:

- (1) to make payments on the Bonds under Section 6(B);
- (2) to make payments on any Junior bonds issued under Section 7(B);
- (3) to redeem Bonds as provided in Section 3(C); and
- (4) if there is an Event of Default, to the extent permitted by law, to pay fees and charges assessed by the Bond Bank to enforce the County's obligations on the Bonds.

(D) As set forth in Section 1, the Tax Increment shall be irrevocably pledged for the purposes set forth in this Section 6, in the priorities set forth herein.

SECTION 7. ISSUANCE OF ADDITIONAL BONDS.

(A) Parity Bonds. The County reserves the right to authorize and issue Parity Bonds for the purpose of raising money for future local public improvements in the Allocation area or to refund the Bonds or other Parity Bonds. If any Parity Bonds are issued pursuant to this section 7, the term "Bonds" in this Bond Ordinance shall, unless the context otherwise requires, be deemed to refer to the 1989 Bonds and such Parity Bonds. The Authorization and issuance of such parity Bonds shall be subject to the following conditions precedent:

(a) all interest and principal payments with respect to all Bonds and Junior Bonds payable from the Tax Increment shall be current to date in accordance with the terms thereof, with no payment in arrears;

(b) The Council and the Trustee shall have received a certificate prepared by a Certifier certifying the amount of the Tax Increment estimated to be received in each succeeding year, adjusted as provided below, which estimated amount shall be at least equal to one hundred fifty percent (150%) of the Debt Service (other than Additional Interest) requirements with respect to the outstanding Bonds and the Parity Bonds, for each respective year during the term of the outstanding Bonds. In

estimating the Tax Increment to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or issuance of the Parity Bonds; provided, however, the Certifier shall adjust such assessed values for the current and future reductions of real property tax abatements granted to property owners in the Allocation Area and take into account the effect of reassessment on the Tax Increment to the extent it can reasonably be estimated;

(c) Principal of and interest on any Parity Bonds shall be payable on January 1; and

(d) The County shall have received the written consent of the Bank and, if the bond Bank owns any of the Bonds, the Bond Bank to the issuance of the parity Bonds.

The Council shall approve and confirm the findings and estimates set forth in the above-described certificate in any supplemental ordinance authorizing the issuance of Parity Bonds. Except as provided in this Ordinance, the terms and conditions of any Parity Bonds shall be set forth in the ordinance authorizing the issuance of such parity Bonds.

(B) Junior Bonds. The County may, with the consent of the Bank and, if the bond Bank owns any of the Bonds, the Bond Bank, issue bonds which are Junior and subordinate to the Bonds. The terms and conditions of such Junior Bonds will set forth in an ordinance adopted by the County. Principal of and interest on any Junior Bonds shall be payable on January 1 out of Tax Increment as set forth in Section 6.

SECTION 8. CONSTRUCTION FUND. (A) Proceeds of the 1989 Bonds deposited in the Construction Fund shall be deposited in a separate bank account of the County and kept separate and apart from all other funds of the County and may be invested only in Qualified Investments as permitted by law. The proceeds in the Construction Fund shall be expended only to pay the Costs of the Improvements.

(B) There may be disbursed from the Construction fund the amount required for the payment of Costs of the Improvements upon the receipt of a requisition signed by the Auditor or her designated representative ("Authorized Representative") which shall state with respect to each payment to be made:

- (1) the requisition number;
- (2) the name and address of the person, firm or corporation to whom payment is due or to whom a reimbursement of an advance, if any, by the County has been made;
- (3) the amount to be paid; and
- (4) that each obligation mentioned in the requisition has been properly incurred, is currently due and payable, is a proper charge against the Construction Fund, is unpaid or unreimbursed, and has not been the basis of any previous requisition.

(C) The Commissioners shall deliver to the DOC or the Bond Bank if either such entity still owns the 1989 Bonds, within 90 days after completion of the Improvements, a completion certificate signed by the Authorized Representative:

- (1) Stating that the Improvements have been fully completed in accordance with the plans and specifications therefore, as then amended and the date of completion; and
- (2) Stating that such representative has made such investigation of such sources of information as are deemed by him or her to be necessary, including pertinent records of the County and is of the opinion that the Improvements have been fully paid for and that no claim or claims exist against the County or against the Improvements out of which a lien based on furnishing labor or material for the Improvements exists or might ripen; provided however, there may be expected from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event the County intends to contest such claim or claims, in

which event such claim or claims shall be described, and any uncontested claims the amounts of which are known but which have not yet been paid; provided further, however, that it shall be stated that funds are on deposit in the Construction Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims.

If such certificate shall state that there is a claim or claims in controversy which create or might ripen to a lien or any unpaid claim, there shall be filed with the DOC or the Bond Bank, whichever at that time owns the 1989 Bonds, a certificate of the County when and as such claim or claims shall have been fully paid.

(D) If, after payment of all requisitions tendered under the provisions of this Section, there shall remain any balance of moneys in the Construction Fund (except moneys reserved to pay any disputed or unpaid claims), as directed by the Council, to the Bond Principal and Interest Account to pay Debt Service on the Bonds or shall apply such moneys in accordance with IS 5-1-13, as amended from time to time, and the conditions set forth in the Reimbursement Agreement.

SECTION 9. DELIVERY OF INSTRUMENTS. The Council hereby authorized and directs the Commissioners, the auditor and the Treasurer of the County, and each of them, for and on behalf of the County to prepare, execute and deliver any and all other instruments, letters, certificate, agreements and documents as the official executing the same determines is necessary or appropriate to consummate the transactions contemplated by the Ordinance, including the Reimbursement Agreement and the Purchase Agreement, and such determination shall be conclusively evidence by the execution thereof. The instruments, letters, certificate, agreements and documents, including the 1989 Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the County the full performance and satisfaction of which by the County is hereby authorized and directed.

SECTION 10. PURCHASE AGREEMENT AND REIMBURSEMENT AGREEMENT. The Council hereby approves the Purchase Agreement, including the Reimbursement Agreement attached thereto and incorporated therein by reference, by which the 1989 Bonds are to be sold to the DOC and sold by the DOC to the Bond Bank substantially in the form attached hereto as Exhibit E and the Commissioners are hereby authorized and directed to execute, and the Auditor of the County is hereby authorized and directed to attest and affix the seal of the County to, the Purchase Agreement and the Reimbursement Agreement with such changes and revisions thereto as they deem necessary or appropriate to consummate the transactions contemplated thereby and such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The Purchase Agreement and the Reimbursement Agreement in the forms executed shall constitute the valid and binding obligations of the County, the full performance and satisfaction of which by the County is hereby authorized and directed.

SECTION 11. EXECUTION OF 1989 BONDS. The Commissioners are hereby authorized to execute the 1989 Bonds with their manual or facsimile signatures and the Auditor is hereby authorized and directed to have the 1989 Bonds prepared, attest the 1989 Bonds with her manual or facsimile signature, and cause the seal of the County to be impressed or a facsimile thereof to be printed on the 1989 Bonds, all in the form and manner herein provided. Upon the consummation of the sale of the 1989 Bonds, the Auditor shall be authorized and directed to receive from the DOC the amount to be paid for the 1989 Bonds and the Auditor shall deliver the 1989 Bonds to the DOC, or, at the direction of the DOC, to the Bond Bank or the Bond Bank Trustee.

SECTION 12. TAX COVENANTS. (A) In order to preserve the exclusion from gross income of interest on the 1989 Bonds and the Bond Bank Bonds under federal law and as an inducement to purchasers of the 1989 Bonds, the County represents, covenants and agrees that:

(1) No person or entity, other than the County, the District or another state or local governmental unit, will use proceeds of the 1989 Bonds or property financed by the bond proceeds other than a member of the general public. No person or entity other than the County or the District or another state or local governmental unit will own property financed by the 1989 Bond proceeds or will have actual or beneficial use of such property pursuant to the lease, a management or incentive payment contract, an arrangement such as to take-or-pay or output contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(2) None of the payment of the principal or interest on the 1989 Bonds is (under the terms of the 1989 Bonds or any underlying arrangement), directly or indirectly, secured by any interest in property used or to be used for private business use or payments in respect of such property, or to be derived from payments (whether or not to the County) in respect of property or borrowed money used or to be used for a private business use. The County acknowledges that taxpayers in the District will pay the County and the other taxing units in the District all taxes levied on real and personal property in accordance with Indiana law.

(3) No 1989 Bond proceeds will be loaned to any entity or person. No 1989 bond proceeds will be transferred, directly or indirectly, or deemed transferred, directly or indirectly, or deemed transferred to any person or entity other than another state or local governmental unit in any manner that would substance constitute a loan for the 1989 proceeds.

(4) It will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the 1989 Bonds or the Bond Bank Bonds under Section 103 of the Code, nor will the County act in any other manner which would adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the 1989 Bonds or the Bond Bank Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(5) It will comply with the rebate requirements of Section 148(f) of the Code to the extent required by the Code, as provided in the Purchase Agreement.

(6) The covenants in this Section 12 are based solely on current law in effect and in existence on the date of delivery of the 1989 Bonds. It shall not be an event of default under this Ordinance if interest on any 1989 Bonds is not excluded from the gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of such 1989 Bonds.

(7) All officers, members, employees and agents of the County are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the County as of the date the 1989 Bonds are issued and to enter into covenants on behalf of the County evidencing the County's commitments made herein. In particular, all or any members or officers of the Council or the Commissioners or officers of the County are authorized to certify and enter into covenants for the County on the date the 1989 Bonds are issued and the commitments made by the County herein regarding the amount and use of the proceeds of the 1989 Bonds.

(8) The County represents that the 1989 Bonds are not private activity bonds as defined in Section 141 of the Code.

(B) Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the 1989 Bonds from gross income for federal tax purposes ("Tax Exemption") need not be complied with if the County received an opinion of nationally recognized bond counsel satisfactory to the Trustee that any Tax Section is unnecessary to preserve the Tax Exemption. Any Parity Bonds will be subject to the Tax covenants set forth in the ordinance authorizing the issuance of such Parity Bonds.

SECTION 13. DEFEASANCE OF BONDS. (A) If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the Debt Service so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case the Bonds or such portion thereof issued hereunder shall no longer be deemed outstanding or an indebtedness of the County. If none of the Bonds are outstanding, any funds (including Tax Increment) remaining in the Trust Estate shall be used first to pay amounts owed on any Junior bonds and second as provided in IS 6-1.1-39-5 or any successor provision.

(B) The 1989 bonds will be deemed paid to the extent the Bond Bank Bonds of like maturity are no longer outstanding (except through mandatory redemption or acceleration of such Bond Bank Bonds) under the terms of the Indenture.

(C) No deposit under this Section shall be made or accepted hereunder and no use made of any such deposit unless the Auditor shall have received an opinion of nationally recognized bond counsel to the effect that such deposit and use would not cause any of the Bonds or the Bond Bank Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code or any successor provision. No such deposit shall be deemed a payment of such Bonds unless the Auditor shall have received a verification from an accountant or firm of accountants appointed by the Auditor and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of an interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

SECTION 14. AMENDING SUPPLEMENTAL ORDINANCE. The County may, with the consent of the Bank but without the consent of, or notice to, any of the Owners of the Bonds other than the Bank, adopt a supplemental ordinance for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Ordinance;

(b) To grant to or confer upon the Owners of the Bonds any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners of the Bonds;

(c) To modify, amend or supplement this Ordinance to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United State of America or the qualification of this Ordinance under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect if such modification, amendment or supplement will not have a material adverse effect on the Owners of the Bonds;

(d) To provide for the refunding or advance refunding of all or a portion of the Bonds;

(e) to provide for the issuance of parity Bonds or Junior Bonds by the County.

(f) any other purpose which in the judgment of the Trustee does not adversely affect the interest of the Owners the Bonds in any material way, provided that, if the Bond Bank owns any of the Bonds, the County must obtain the Bond Bank's written consent to any amendment under this subsection (f); and

(g) To amend the Ordinance to permit the County to comply with any future federal tax law or any covenants contained in any supplemental ordinance with respect to compliance with federal tax law.

SECTION 15. CONSENT TO SUPPLEMENTAL ORDINANCES. The Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding who are, in the sole judgment of the Trustee, affected and the Bank shall have the right, from time to time, anything contained in the Bond Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Council of such supplemental ordinances as shall be deemed necessary and desirable by the Council for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, ordinance other than those provisions covered by Section 14; provided however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the Owners of all the then outstanding Bonds affected, (a) an extension of the maturity of the principal of and interest on any bonds payable from Tax Increment, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance, or (e) a reduction in the debt service reserve requirement established for any parity Bonds, or (f) a change in the provisions regarding the collection, deposit, and allocation of the Tax Increment as set forth in IS 6-1.1-39-5 as in effect on the date of issuance of the 1989 bonds, or (g) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time outstanding hereunder (except as now provided in this Ordinance), or (h) a change in the method of accretion or accrual of interest on any Bonds.

If at any time the Council desires to adopt a supplemental ordinance for any of the purposes set forth in this Section, the County shall cause notice of the proposed adoption of such supplemental ordinance to be mailed by registered or certified mail to each Owner of a Bond at the address shown on the registration books maintained by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that copies thereof are on file at its principal office for inspection by all Owners of Bonds. If, within 60 days, or such longer periods as shall be prescribed by the County, following the mailing of such notice, the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of execution of any such supplemental ordinance shall have consented to and approved the execution of such supplemental ordinance, no Owner of any Bond shall have any right to object to any of the terms and provision contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Council from adopting the same or from taking any action pursuant to the provisions thereof. upon the

adoption of any such supplemental ordinance as is permitted and provided by the section, this Ordinance shall be and be deemed to be modified and amended in accordance therewith.

Any consent, request direction approval, objection or other instrument required by this Ordinance to be signed and executed by the Owners of the bonds, may be in any number of concurrent writings of similar tenor and may be signed or executed by such owners of the Bonds in person or by agent appointed in writing. proof of the execution of any consent, request, direction, approval, objection or other instrument of the following manner, shall be sufficient for nay of the purposes of this ordinance, and shall be conclusive in favor of the County with regard to any action taken by it or them under such request of other instrument, namely:

(a) The fact and date of the execution by any person of any such writing. may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments with such jurisdiction that the person signing such writing acknowledge before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the registration books maintained by the Registrar.

SECTION 16. CONTRACTUAL NATURE OF THIS ORDINANCE. The provisions of this Ordinance shall constitute a contract by and between the County and the Owners of the Bonds (including the Bank) herein authorized, and after the issuance of the Bonds, this Ordinance, and the definition f, or the manner of determining, allocating or collecting the Tax Increments or the lien created by this Ordinance, shall not be repealed or amended or impaired in any respect which will adversely affected the rights of Owners of the Bonds (except as specifically provided in Section 15), nor shall the council or the Commissioners about any law, resolution or ordinance which in any way adversely affects the rights of such Owners so long as any of the Bonds or the interest thereon remain unpaid. The County further covenants that abatement schedules on property in the Allocation Area will not exceed abatement schedules used in the feasibility study relating to the Tax Increment delivered in connection with the issuance of the 1989 Bonds.

The County covenants not to impair the pledge of the Tax Increment to the payment of the Bonds, so long as any Bonds are outstanding, or to impair any other pledge or covenant under this Ordinance during that period.

The County further covenants not to change, alter or diminish the Allocation Area in any way that would adversely affect the Owners of the Bonds so long as any Bonds remain outstanding.

The 1989 Bonds evidence the County's obligations under the Reimbursement Agreement.

SECTION 17. EVENTS OF DEFAULT. (A) If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(1) Default in the due and punctual payment of any interest on any Bond (except Additional Interest to the extent Tax Increment is not available to make such payment); or

(2) Default in the due and punctual payment of the principal of any Bond at its stated maturity or at the date required for mandatory redemption; or

(3) Failure of the County to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Ordinance to be so remitted; or

(4) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the County contained in this Ordinance or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to subsection (J); or

(5) Any warranty, representation or other statement by or on behalf of the County contained in this ordinance or in any instrument furnished in compliance with or in reference to this Ordinance is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, subsection (J); or

(6) A petition is filed against the County, to the extent such petition may be so filed under the applicable law, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within 60 days after such filing; or

(7) The County files a petition, to the extent such petition may be so filed under applicable law, in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(8) The County is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the County or any of its property is appointed by court order or takes possession and such order remains in effect or such possession continues for more than 60 days; or

(9) If IS 6-1.1-39 is amended to change the definition of, or the manner of determining, allocating or collecting, the Tax Increment in any way that adversely affects the interest of the Owners of the Bonds or in any way that adversely affects the lien or pledge of the Tax Increment created hereby; or

(10) The County for any reason shall be rendered incapable of fulfilling its obligations under this Ordinance.

(B) Notwithstanding the foregoing, it shall not be an Event of Default under Section 17(A)(1) or (2) if the County has paid the Maturity Amounts of its 1989 Bonds and the principal of and interest on any Parity Bonds which are due and payable but there is not sufficient Tax Increment available to pay Additional Interest on its scheduled payment dates.

(C) (1) The County shall notify the Trustee of the occurrence of any Event of Default as soon as it has knowledge of such occurrence. The Trustee shall notify the Owners of all Bonds then outstanding and the Bank of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then outstanding.

(b) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Owners under this Ordinance, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(c) If the Trustee certifies that there are sufficient moneys on deposit in the funds and accounts under this ordinance to pay Debt Service on all the outstanding Bonds, the Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Ordinance.

(d) The Trustee may use any money in the Construction Fund and the Loan Fund to pay Debt Service if there is an Event of Default.

If an Event of Default shall have occurred, if requested so to do by the Bank or the Owners of 25% or more in aggregate principal amount of all Bonds then outstanding and if indemnified as provided in Section 18(A)(10), the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this subsection as the Trustee being advised by counsel, shall deem most expedient in the interest of the Owners.

(2) No right or remedy by the terms of this Ordinance conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

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

(4) No waiver of any Event of Default hereunder, whether by the Trustee or by the Owners, shall extend to or shall extend to or shall affect any subsequent Event of Default or shall impair any right or remedies consequent thereon.

(D) ~~Anything in this Ordinance to the contrary notwithstanding,~~ the Owners of a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Ordinance, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provision of law and of this Ordinance.

(E) All moneys received hereunder pursuant to any right or remedy given or action taken upon occurrence of an Event of Default under this Ordinance shall, after payment of the costs and expenses, liabilities and advances incurred or made hereunder, be deposited in the Bond Principal and Interest Account and all such moneys shall be applied to the Bond as follows:

(1) Unless the principal of all the bonds shall have become due and payable, all such moneys shall be applied:

FIRST, to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND, to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions this Ordinance), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such

date, the person entitled thereto without any discrimination or privilege; and

THIRD, to be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(2) Whenever moneys are to be applied pursuant to the provisions of this subsection, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application in the future. Whenever the Trustee shall apply such funds, it shall fix the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall establish a special record date, such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, except that if the Bank owns any of the Bonds such notice may be by telex or telecopy on or before the special record date. The Trustee shall not be required to make payment of principal to the Owner of any Bond (except the bank) until such Bonds shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid. If the Bank owns any of the bonds, payment of Debt Service may, at the written direction of the Bank, be by check or wire transfer without presentation of such Bond to the Trustee; any such payment shall be noted on such Bond when received by the Bank.

(3) Whenever all principal of and interest on all Bonds have been paid under the provisions of this subsection and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Principal and Interest Account or the General Account shall be paid as provided in the Act.

(F) All rights of action (including the right to file proof of claims) under this Ordinance or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall be for the equal and ratably benefit of the Owners of all the outstanding Bonds.

(G) No Owner of any bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Ordinance or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred, (b) such default shall have become an Event of Default and the Owners of not less than 25% in aggregate principal amount of the Bonds then outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Owners of Bonds have offered to the Trustee indemnity as provided in Section 18(A)(10), and (d) the Trustee has refused, or for 60 days after receipt of such request and offer of indemnification has failed, to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name. Such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Ordinance, and to any action or cause of action for the enforcement of this Ordinance, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Ordinance by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Bonds then outstanding. However, nothing

contained in this Ordinance shall affect or impair the right of any Owner to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the limited obligation of the County to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time and place, from the source and in the and in the manner expressed in the Bonds.

(H) In case the Trustee or any Owner of any Bonds shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver 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 County, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, and with regard to the property subject to this Ordinance, and all rights, remedies and powers of the Trustee and the Owners of Bonds shall continue as if no such proceedings had been taken.

(I) (1) The Trustee may (with the consent of the Bank) at its discretion waive any Event of Default and its consequences, and shall do so upon the written request of the Bank or the Owners of (a) more than 66-2/3% in aggregate principal amount of all the Bonds then outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than 50% in aggregate principal amount of all Bonds then outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payments when due of the interest on any outstanding Bond unless prior to such waiver all arrears of interest (other than Additional Interest) or all arrears of payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver, or in case of any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the County, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

(2) Notwithstanding anything contained herein to the contrary, no waiver or annulment of an Event of Default hereunder shall be made without the prior written consent of the Bank and the full reinstatement of the Letter of Credit in accordance with its terms. No Bank consent shall be required unless the Bank shall theretofore have honored a drawing under the Letter of Credit to pay the Bond Bank Bonds.

(J) (1) Anything herein to the contrary notwithstanding, no default under subsection (A)(4) or (5) of this Section shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given to the County by the Trustee or the Owners of not less than 25% in aggregate principal amount of all Bonds then outstanding and the County shall have had 60 days after receipt of such notice to correct the default or cause the default to be corrected within the applicable period; provided, however, if the default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the County within the applicable period and diligently pursued until the default is corrected. If a default is cured under this subsection (J), then it will not constitute an Event of Default.

(2) With regard to any alleged default concerning which notice is given to the County under the provision of this subsection, the County hereby grants to the Trustee full authority for the account of the County to perform any covenant or obligation the failure of performance which is alleged in such notice to constitute a default in the name and stead of the County with full power to do any and all things and acts to the same extent

that the County could do and perform any such things and acts and with power of substitution.

SECTION 18. THE TRUSTEE. (A) The Trustee hereby accepts the trusts and duties imposed upon it by this Ordinance, and agrees to perform such trusts and duties with the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions.

(1) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may be the attorney or attorneys for the County), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

(2) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by this Ordinance, or for the validity of the execution by the County of this Ordinance or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the bonds issued hereunder or intended to be secured hereby.

(3) The Trustee shall not be accountable for the use of any Bond authenticated or delivered hereunder. The Trustee may become the Owner of any bond secured hereby with the same rights which it would have if not the Trustee and any Bond owned by the Trustee shall be deemed outstanding unless cancelled pursuant to the provisions hereof.

(4) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or person. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the County. Any action taken by the Trustee pursuant to this Ordinance upon the request or consent of any person who at the time of making such request or giving such consent is the Owner of any of the Bonds, shall be conclusive and binding upon all future Owners of the Bonds and upon Owners of any Bonds issued in exchange therefor or in place thereof.

(5) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the County as conclusive evidence that such resolution or ordinance has been duly adopted and is in full force and effect.

(6) The permissive right of the Trustee to do things enumerated in this Resolution shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

(7) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the County pertaining to the revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(8) The Trustee shall not be required to give any bond or surety in respect of the execution of such trusts and powers or otherwise in respect of the premises.

(9) Notwithstanding anything elsewhere in this Ordinance contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Ordinance, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the County to the authentication of the Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(10) Before taking the action referred to in Section 17 (C) or (G), the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default, by reason of any action so taken.

(11) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(12) The Trustee for all purposes of this Ordinance shall be deemed to be aware of any Event of Default in the payment of principal of or interest on the Bonds.

(B) The Trustee 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 the Trustee in connection with such services, but solely from moneys available therefor under the Indenture or, to the extent permitted by law, pursuant to Section 6. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it.

(C) In any judicial proceeding to which the county is a part and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Owners of the Bonds, the Trustee may intervene on behalf of the Owners, and shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of bonds then Outstanding.

(D) any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets and a whole or substantially as a whole or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such reorganization, the Commissioners or the Auditor may object to such corporation or association

becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to the Owners whereupon a successor or temporary Trustee shall be appointed in accordance with subsection (G).

(E) The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days written notice by registered or certified mail to the Auditor, the Commissioners, the Bank and the Owners of the Bonds, and such resignation shall take effect upon the appointment of a successor Trustee in accordance with subsection (g) and acceptance of such appointment by the successor Trustee. If the County fails to appoint a successor Trustee within 60 days of receipt of notice of the Trustee's resignation, the Trustee may petition a court of competent jurisdiction to appoint a successor Trustee.

(F) The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Auditor and the commissioners and signed by the Bank or the Owners of a majority of the aggregate principal amount of the outstanding Bonds or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in subsection (E) with respect to the resignation of the Trustee and such removal shall take effect upon the appointment of a successor Trustee. The County shall appoint a successor Trustee immediately upon the removal of the Trustee. So long as no Event of Default, or an event which with the passage of time would become an event of Default, shall have occurred and be continuing, the Trustee may be removed at any time, upon appointment of a successor Trustee and with the consent of the Bank, by resolution of the county filed with the Trustee.

(G) In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Bank and the Owners of a majority of the aggregate principal amount of all Bonds then outstanding by an instrument or concurrent instruments in writing signed by the Bank and such Owners or by their attorney's-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered or certified mail to the County. Nevertheless, in case of such vacancy the County by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bank and the Owners may appoint a successor Trustee; and any such temporary Trustee so appointed by the County shall become the successor Trustee if no appointment is made by the Bank and Owners within such period but in the event an appointment is made by the Bank and the Owners, such appointment shall immediately and without further act be superseded by any Trustee so appointed by the Bank and such Owners. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by subsection (E) with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank having a reported capital and surplus of not less than \$50,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(H) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Auditor and commissioners an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall overcome fully vested with all the estates, properties, rights, powers, trusts duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Auditor or the Commissioners, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of subsection (B), execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall

deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its successor hereunder. Should any instrument in writing from the Commissioners of the Auditor be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instrument in writing shall, on request, be executed, acknowledged and delivered by the commissioners of the Auditor. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Section, shall be filed or recorded by the successor Trustee in each recording office where this Ordinance shall have been filed or recorded.

(I) In certain cases, it may be necessary that the Trustee, with the approval of the Commissioners of the Auditor and the Bank, appoint an additional individual or institution as a separate or co-trustee or as a separate registrar or paying agent. The following provisions of this subsection are to effect this end:

(1) If the Trustee with the approval of the County appoints an additional individual or institution as a separate or co-trustee or as a separate registrar or paying agent, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title interest and lien expressed or intended by this Ordinance to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee or separate registrar or pay agent but only to the extent necessary to enable such separate or co-trustee, or separate registrar or paying agent, to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof such separate or co-trustee, or separate registrar or paying agent, shall run to and be enforceable by either of them.

(2) Should any instrument in writing from the County be required by the separate or co-trustee, or separate registrar or paying agent, so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers trusts, duties and obligations, any and all such instruments in writing shall, on request be executed, acknowledged and delivered by the Commissioners or the Auditor. In case any separate or co-trustee, or separate registrar or paying agent, or a successor to either, shall die, become incapable of acting, resign or be removed, all of the estates, properties, rights, powers, trusts, duties and obligations of such separate or co-trustee, registrar or paying agent so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or co-trustee, or separate registrar or paying agent.

(J) If there is a change in the office of Trustee, the predecessor Trustee shall cease to be Registrar and Paying Agent and the successor Trustee shall become Registrar and Paying Agent, unless the Trustee with the approval of the commissioners or the Auditor appoints a separate Registrar or paying agent in accordance with subsection (I).

SECTION 19. ACCEPTANCE OF TERMS OF BOND. By acceptance of the Bonds, the Owners of the Bonds, including the Bank and any other subsequent Owner, are deemed to have consented to all of the terms and provisions of this Bond Ordinance and represent, and are deemed to represent that:

(a) They are sophisticated investors.

(b) They are familiar with the County; they have received such information concerning the County, the Bonds and the Tax Increment s they deem to be necessary in connection with investment in the Bonds; prior to the purchase of the Bonds, they have been provided with the opportunity to ask questions of and receive answers from the representative of the County concerning the terms and condition of the Bond offering, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the County possess

such information or can acquire it without unreasonable effort or expense.

(c) They are acquiring the Bonds for their own account with no present intent to resell that they will not sell, convey, pledge or otherwise transfer the Bonds without prior compliance with applicable requirements of state and federal laws, including laws concerning disclosure.

SECTION 20. NOTICES. Any notice, request, complaint, demand, communication to other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the County to the Bond Bank shall also be given to the other and to the Bank. the County, the Bank the Bond Bank or the Trustee may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

SECTION 21. BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, Sunday or a day on which banking institutions located in Chicago, Illinois, New Your City, New York, Tippecanoe County, Indiana other city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close or a day on which the New York Stock Exchange is closed, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 22. REFERENCE TO BANK. Notwithstanding any provisions contained in this Ordinance to the contrary, after the expiration or termination of the Letter of Credit and payment of all moneys owed to the Bank under the Reimbursement Agreement, all references to the Bank contained herein shall be null and void and of no further force or effect.

SECTION 23. SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 24. REPEAL OF CONFLICTING PROVISIONS. All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Ordinance, are, to the extent of such conflict, hereby repealed or amended, and this ordinance shall be in immediate effect from and after its adoption.

SECTION 25. EFFECTIVE DATE. This Ordinance shall be in full force and effect immediately upon its passage and signing. The Secretary of the Council is hereby directed to deliver a certified copy of this Ordinance to the Auditor of the County.

Adopted at the meeting of the Tippecanoe County Council held on the 19th day of January 1989, at the Tippecanoe County Office Building, Lafayette, Indiana.

TIPPECANOE COUNTY, INDIANA

Robert McGinn
Presiding Officer

ATTEST: _____
Sarah S. Brown
Auditor

APPROVED AS TO LEGAL FORM

By: _____
Lawrence B. O'Connell

Dated: January 19, 1989

- Exhibit A Description of District
- Exhibit B Description of Project
- Exhibit C Accretion Table
- Exhibit D Costs of the Improvements
- Exhibit E Purchase Agreement

ACCEPTANCE OF OFFICE OF TRUSTEE

The undersigned hereby accepts the duties and obligations of Trustee, Registrar and Paying Agent imposed by the foregoing Ordinance.

THE INDIANA NATIONAL BANK, as Trustee,
Registrar and Paying Agent

By: _____

Title: _____

ATTEST:

Date: _____, 1989

(SEAL)