

\$73,420,000
Indiana Bond Bank
Advance Funding Program Notes, Series 2016 A

Dated: January 28, 2016



Bradley J. Bingham, Esq. (317) 229-3056

\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

Closing Date: January 28, 2016

CLOSING INDEX

	<u>Document No.</u>
DTC Blanket Issuer Letter of Representations, dated January 24, 2000	1
Preliminary Official Statement, dated January 12, 2016	2
Note Purchase Contract, dated January 20, 2016, between the Indiana Bond Bank (the “Bond Bank”) and J.P. Morgan Securities LLC, as underwriter (the “Underwriter”)	3
Official Statement, dated January 20, 2016 (the “Official Statement”)	4
Blue Sky Memorandum.	5
Note Indenture, dated as of January 1, 2016, between the Bond Bank and The Huntington National Bank, as trustee (the “Trustee”)	6
Continuing Disclosure Agreement, dated as of January 1, 2016, between the Bond Bank and the Trustee	7
Credit Facility and Reimbursement Agreement, dated as of January 1, 2016, between the Bond Bank and JPMorgan Chase Bank, N.A. (the “Bank”)	8
Specimen Facility Note, from the Bond Bank to the Bank.....	9
Certificate of the Bank	10
General Certificate of the Trustee.....	11
Exhibit A: Evidence of Trust Authority	
Certificate of Crowe Horwath LLP (the “Financial Advisor”) Regarding Official Statement.....	12
Verification Report of the Financial Advisor (Positive Cash Flow Certificate).....	13
Evidence of rating by Standard & Poor’s Ratings Services	14
Certificate of the Executive Director Regarding the Appointment of Members	15

Exhibit A: Certificates of Appointment	
Certificate of the Bond Bank Regarding Certain Factual Matters	16
General Certificate (Including Signature and No Litigation Certification and Signature Identification Certification)	17
Exhibit A: Description of Advance Funding Program Notes, Series 2016 A (the “Notes”)	
Exhibit B: Resolution Adopted by the Board of Directors on October 13, 2015 and Minutes of that Meeting	
Exhibit C: By-laws	
Exhibit D: List of Qualified Entities	
Notice of Rights of Trustee	18
Specimen of Notes	19
Notice to the Trustee	20
Cross Receipt, signed by the Bond Bank and the Underwriter.....	21
Requisition to Disburse Proceeds and Purchase Warrants	22
Exhibit A: List of Disbursements	
Tax and Arbitrage Certificate	23
Exhibit A: Certificate of Underwriter.	
Exhibit B: Certificate of Financial Advisor Regarding Qualified Entity Cash Flows.	
Exhibit C: Certificate of Bank Regarding the Credit Enhancement.	
Exhibit D: Certificate of Underwriter Regarding the Credit Enhancement.	
Exhibit E: Tax Compliance Procedures of the Bond Bank.	
IRS Form 8038-G	24
Opinion of Krieg DeVault LLP, Counsel to the Bank.....	25
Opinion of Faegre Baker Daniels LLP, Counsel to the Underwriter.....	26

Opinion of Hall, Render, Killian, Heath & Lyman, P.C., Special Issuer’s Counsel
to the Bond Bank27

Opinion of Barnes & Thornburg LLP (“Bond Counsel”), together with reliance letter.....28

Supplemental Opinion of Bond Counsel29

Opinions of Bose McKinney & Evans LLP, bond counsel to the Qualified Entities.....30



Blanket Issuer Letter of Representations
(To be Completed by Issuer)

Indiana Bond Bank
(Name of Issuer)

January 24, 2000
(Date)

Attention: Underwriting Department — Eligibility
The Depository Trust Company
33 Water Street 30th Floor
New York, NY 10041-0099

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

In order for DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:
Schedule A contains information that DTC has been previously furnished by DTC, the content of which is hereby being reviewed and certified through DTC and which is not being repeated.

Very truly yours,

Indiana Bond Bank
(Name)
J. Jane Minkoff
(Signature)
J. Jane Minkoff, Executive Director
(Typed Name in Full)

Received and Accepted:

THE DEPOSITORY TRUST COMPANY
John Bondart
(Signature)

2560 Market Tower, 10 West Market Street
(Street Address)
Indianapolis, IN 46204
(City) (State) (Zip)
(317) 333-0090
(Phone Number)

SCHEDULE A

SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Security certificate will be issued for each issue of the Securities, [each] by the aggregate principal amount of such issue, and will be deposited with DTC. [If however the aggregate principal amount of (any) issue exceeds \$200 million, one certificate will be issued with respect to each \$200 million of principal amount and so additional certificates will be issued with respect to any remaining principal amount of such issue.]

2. DTC is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, of deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities. DTC's records reflect only the identity of the Direct Participants in whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

6. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements that may be in effect from time to time.

(6. Redemptions notices shall be sent to Code & Co. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.)

7. Neither DTC nor Code & Co. will consent or vote with respect to Securities Under its usual procedures, DTC makes an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Code & Co.'s consenting or voting rights to those Direct Participants in whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments on the Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practice, or in the case with securities held for the accounts of customers to bearer form or registered in "street name" and will be the responsibility of such Participant and not of DTC, the Agent or the Issuer, subject to any statutory or regulatory requirements that may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer or the Agent; disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice in plain to have its Securities purchased or tendered, through its Participant, to the (Transfer/Resubmitting) Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to the (Transfer/Resubmitting) Agent. This requirement for physical delivery of Securities in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records.

10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to the Issuer or the Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required or be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY 12, 2016

NEW ISSUE
Book-Entry-Only

RATING: S&P: "SP-1"
See "RATING" herein

In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, under existing laws, interest on the Notes (as hereinafter defined) is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes. In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, under existing laws, interest on the Notes is exempt from income taxation in the State of Indiana, except for the financial institutions tax. See "TAX MATTERS" and Appendix C herein.

\$73,635,000*
INDIANA BOND BANK
Advance Funding Program Notes
Series 2016 A

Dated: Date of delivery

Due: As shown below

The Advance Funding Program Notes, Series 2016 A (the "Notes"), to be issued by the Indiana Bond Bank (the "Bond Bank") pursuant to a Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Bond Bank and The Huntington National Bank, Indianapolis, Indiana, as trustee (the "Trustee"), will bear interest from the date of delivery of the Notes at the rate per annum and will mature on the date and in the principal amount set forth below. The Notes will be issued only as fully registered notes in the denomination of \$5,000 or any integral multiple thereof. When issued, the Notes will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interest in the Notes will be made in book-entry-only form. Purchasers of beneficial interests in the Notes (the "Beneficial Owners") will not receive physical delivery of certificates representing their interest in the Notes. Interest on the Notes is payable at maturity, and such interest, together with the principal of the Notes, will be paid directly to DTC so long as the Notes are held in book-entry-only form. The final disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility of the Direct Participants and the Indirect Participants, all as defined and more fully described herein. See "DESCRIPTION OF THE NOTES—Book-Entry-Only System."

The Notes are not subject to redemption prior to maturity.

The Notes are authorized by a resolution adopted by the Board of Directors of the Bond Bank and are issued under and secured by the Indenture, all pursuant to the laws of the State of Indiana (the "State"), particularly Indiana Code 5-1.5 (the "Act"), for the purpose of providing funds to purchase tax anticipation obligations (the "Warrants") of certain Indiana school corporations, counties, cities, towns, townships, library corporations and other qualified entities (as defined in the Act) (the "Qualified Entities") which are authorized under Indiana law to issue Warrants in anticipation of the receipt of property taxes described in Indiana Code 6-1.1 ("Ad Valorem Property Taxes") levied and in the course of collection for the Qualified Entities during 2016 (and (i) in the case of a school corporation, which may, in addition, in the sole discretion of the Bond Bank, be issued in anticipation of State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (ii) in the case of a township, which may, in addition, in the sole discretion of the Bond Bank, be made in anticipation of other revenues to be received by the township on or before December 30, 2016). The principal of and interest on the Notes are payable from the proceeds of payments from Warrants and other moneys held under the Indenture, including funds made available by the Credit Facility as defined and described herein. As a condition to participating in the Bond Bank's advance funding warrant purchase program (the "Program"), each Qualified Entity has been required to enter into an Agreement, as defined and described herein, with the Bond Bank requiring, among other things, that the Qualified Entity pledge and appropriate sufficient Ad Valorem Property Taxes levied and in the course of collection during 2016 (and (i) in the case of a school corporation, State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (ii) in the case of a township, other revenues to be received by the township on or before December 30, 2016) to pay principal of and interest on all of its Warrants purchased under the Program on their respective maturity dates.

The Notes are limited obligations of the Bond Bank payable solely out of the revenues and funds of the Bond Bank pledged therefor under the Indenture, as more fully described herein. The Notes do not constitute a general or moral obligation of the Bond Bank or the State and a debt service reserve fund will not be maintained by the Bond Bank for the Notes. The Notes do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof, including any Qualified Entity, under the constitution and laws of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof, including any Qualified Entity. The Bond Bank has no taxing power.

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
January 4, 2017	\$73,635,000*	____%	____%

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Notes are being offered when, as and if issued by the Bond Bank and received by the Underwriter, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on for the Bond Bank, by its general counsel with respect to the Program, Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, for each of the Qualified Entities, by their bond counsel, Bose McKinney & Evans LLP, Indianapolis, Indiana, for the provider of the Credit Facility, JPMorgan Chase Bank, National Association, by its counsel, Krieg DeVault LLP, Indianapolis, Indiana, and for the Underwriter by its counsel, Faegre Baker Daniels LLP, Indianapolis, Indiana. It is expected that the Notes will be available for delivery to DTC in New York, New York, on or about January 28, 2016.

J.P.Morgan

January __, 2016

* Preliminary, subject to change

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. These securities described herein may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE BOND BANK OR BY THE UNDERWRITER TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF ANY OF THE NOTES BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN PROVIDED BY THE BOND BANK AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE OF THE NOTES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION PRESENTED HEREIN SINCE THE DATE HEREOF.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE NOTES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE BOND BANK AND THE TERMS OF THE OFFERING, INCLUDING THE MERIT AND RISK INVOLVED. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE NOTES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
SECURITY AND SOURCES OF PAYMENT FOR THE NOTES	5
THE PROGRAM	16
RISK FACTORS	22
DESCRIPTION OF THE NOTES	23
APPLICATION OF PROCEEDS	27
THE INDIANA BOND BANK	27
REVENUES, FUNDS AND ACCOUNTS	31
OPERATION OF FUNDS AND ACCOUNTS	32
THE NOTES AS LEGAL INVESTMENTS	34
LITIGATION	35
TAX MATTERS	35
AMORTIZABLE BOND PREMIUM	36
LEGAL MATTERS	37
RATING	38
UNDERWRITING	38
CERTAIN RELATIONSHIPS	38
CONTINUING DISCLOSURE	38
MISCELLANEOUS	41
APPENDIX A – SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES	A
APPENDIX B – DEFINITIONS	B
APPENDIX C – PROPOSED FORM OF BOND COUNSEL OPINION	C
APPENDIX D – JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	D
APPENDIX E – SUMMARY OF CERTAIN LEGAL DOCUMENTS	E

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OFFICIAL STATEMENT

\$73,635,000*

**Indiana Bond Bank
Advance Funding Program Notes
Series 2016 A**

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices, is to set forth certain information concerning the issuance and sale by the Indiana Bond Bank (the “Bond Bank”) of its \$73,635,000* aggregate principal amount of Advance Funding Program Notes, Series 2016 A (the “Notes”). The Notes are authorized by a resolution adopted by the Board of Directors of the Bond Bank on October 13, 2015, and are issued under and secured by a Note Indenture, dated as of January 1, 2016 (the “Indenture”), between the Bond Bank and The Huntington National Bank, Indianapolis, Indiana, as trustee, registrar and paying agent (the “Trustee”), all pursuant to the laws of the State of Indiana (the “State”), particularly Indiana Code 5-1.5 (the “Act”).

The Program

The Bond Bank has previously established and is continuing a program (the “Program”) to purchase tax anticipation obligations or warrants (the “Warrants”) issued by certain Indiana school corporations, counties, cities, towns, townships, library corporations and other qualified entities (as defined in the Act) which are authorized under State law to issue warrants (the “Qualified Entities”). The Program provides a mechanism for financing all or a portion of anticipated cash flow shortfalls in one or more funds of the Qualified Entities during 2016 for which property taxes described in Indiana Code 6-1.1 (“Ad Valorem Property Taxes”) in the course of collection (and (a) in the case of a school corporation, in addition, in the sole discretion of the Bond Bank, in anticipation of State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (b) in the case of a township, in addition, in the sole discretion of the Bond Bank, in anticipation of other revenues to be received by the township on or before December 30, 2016) have been budgeted, levied and appropriated for the payment of expenses of such funds. The proceeds from the sale of the Notes will be used to pay all or a portion of (i) the purchase price of the Warrants of the Qualified Entities, (ii) the fees to establish and provide a stand-by credit facility (the “Credit Facility”) from JPMorgan Chase Bank, National Association (the “Bank”), as security for the payment of a portion of the Notes, and (iii) the costs of issuance of the Notes including Underwriter’s discount. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—The Qualified Entities and the Warrants” herein for a discussion of the Qualified Entities. The proceeds of the Warrants will provide funds in anticipation of the receipt by such Qualified Entities of Ad Valorem Property Taxes levied and in the course of collection during 2016 (and (a) in the case of a school corporation, in the sole discretion of the Bond Bank, in anticipation of State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (b) in the case of a township, in the sole discretion of the Bond Bank, in anticipation of other revenues to be received by the township on or before December 30, 2016). As of the date of the issuance

* Preliminary; subject to change

of the Notes, each of the Qualified Entities will have entered into a Warrant Purchase Agreement (each, an “Agreement” and collectively, the “Agreements”) with the Bond Bank governing the issuance of the Warrants by the Qualified Entities and the terms of purchase thereof by the Trustee on behalf of the Bond Bank. See “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E-2.

Security and Sources of Payment for the Notes

The Notes will be issued under and secured by the Indenture. The principal of, and interest on, the Notes are payable from those revenues and funds of the Bond Bank which, together with the Warrants, are pledged pursuant to the Indenture for the benefit of the owners of the Notes without priority. **The Notes do not constitute a general or moral obligation of the Bond Bank or the State. The Bond Bank will not maintain a debt service reserve fund for the Notes and the provisions of Indiana Code 5-1.5-5, pertaining to a moral obligation of the Indiana General Assembly to replenish a debt service reserve fund, do not apply to the Notes.** Neither the faith, credit nor taxing power of the State or any political subdivision thereof, including the Qualified Entities, is pledged to the payment of the principal of or interest on the Notes. The Notes are not a debt, liability, or loan of the credit of the State or any political subdivision thereof, including the Qualified Entities. The Bond Bank has no taxing power and has only those powers and sources of revenue set forth in the Act. The Notes are issued and secured separately from all other obligations issued by the Bond Bank.

The Notes are secured by the pledge of the Trust Estate established under the Indenture (the “Trust Estate”), which includes (a) all right, title and interest of the Bond Bank in, to and under the Warrants and the Agreements; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Notes; (d) all revenues held in the Funds and Accounts (other than the Rebate Fund) under the Indenture; and (e) all rights of the Bond Bank in, to and under the Credit Facility. All Notes will be secured equally and ratably by all of the foregoing. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES.”

The principal source of payment on the Notes will be the principal and interest payments received by the Bond Bank from the Qualified Entities under the Warrants. The principal of and interest on the Warrants are payable out of revenues from certain Ad Valorem Property Taxes as further described under the caption, “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Provisions for Payment of the Warrants.” The principal of and interest on the Warrants may also be payable from tuition support distributions from the State to be received by certain Qualified Entities which are school corporations and, with respect to Qualified Entities that are townships, other revenue to be received. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Provisions for Payment of the Warrants” and “THE PROGRAM—Program Participation and Borrowing Limits.”

It is anticipated that the proceeds of the Notes will be used to purchase Warrants under the Program from the Qualified Entities described in, and in the amounts set forth in, Appendix A of this Official Statement. Subject to the parameters of the Program, the Bond Bank may also purchase Warrants with the proceeds of the Notes from other Qualified Entities or in additional

amounts from participating Qualified Entities if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

The Indenture provides that the Bond Bank will establish and maintain the Credit Facility with the Bank in the amount of \$6,627,150*, to secure the payment of a portion of the principal of and interest on the Notes, subject to reduction for amounts paid from time to time by the Bank for deposit into the General Fund pursuant to the provisions of the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Credit Facility.” All rights and interests of the Bond Bank in, to and under, the Credit Facility will be pledged under the Indenture as part of the Trust Estate.

The Notes

The Notes will mature on January 4, 2017 in the amount set forth on the cover hereof. Interest on the Notes will accrue over time at the rate per annum set forth on the cover hereof and will be payable upon the maturity of the Notes. The Notes will be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. See “DESCRIPTION OF THE NOTES—General Description.”

When issued, the Notes will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests in the Notes will be made in book-entry-only form. Purchasers of beneficial interests in the Notes (the “Beneficial Owners”) will not receive physical delivery of certificates representing their interest in the Notes. For so long as the Notes are held in book-entry-only form, interest on the Notes, together with principal of the Notes, will be paid by the Trustee directly to DTC. Neither the Bond Bank nor the Trustee will have any responsibility for a Beneficial Owner’s receipt from DTC or its nominee, or from any Direct Participant (as hereinafter defined) or Indirect Participant (as hereinafter defined), of any payments of principal of or interest on any of the Notes. See “DESCRIPTION OF THE NOTES—Book-Entry-Only System.”

If the Notes are no longer registered in the name of DTC or its nominee, the Notes may be transferred or exchanged by any Noteholder or any Noteholder’s duly authorized attorney at the designated corporate trust office of the Trustee, to the extent and upon the conditions set forth in the Indenture, including the payment of a sum sufficient to cover any tax, fee or other governmental charge for any such transfer or exchange that may be imposed upon the Bond Bank or the Trustee. See “DESCRIPTION OF THE NOTES—Transfer or Exchange of the Notes.” For so long as the Notes are registered in the name of DTC or its nominee, the Trustee will transfer and exchange the Notes only on behalf of DTC or its nominee. Neither the Bond Bank nor the Trustee will have any responsibility for transferring or exchanging any Beneficial Owners’ interests in the Notes. See “DESCRIPTION OF THE NOTES—Book-Entry-Only System.”

* Preliminary; subject to change

The Bond Bank

The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the State, but is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bond Bank is governed by a seven-member Board of Directors, including the Treasurer of the State, who serves as Chair Ex Officio, and the Public Finance Director of the State, who serves as a Director Ex Officio and five additional Directors, each appointed by the Governor of the State.

Under separate trust indentures and other instruments authorized under the Act, the Bond Bank has previously issued and had outstanding as of January 1, 2016, an aggregate principal amount of approximately \$1,220,687,610 in separate program obligations. Additionally, as of the date of this Official Statement, the Bond Bank is considering undertaking other types of financing for qualified entities for purposes authorized by and in accordance with the procedures set forth in the Act. Obligations issued by the Bond Bank in connection with any and all such financings, if any, will be secured separately from the Notes and will not constitute Notes under the Indenture or for purposes of this Official Statement.

The Act

Pursuant to the Act, the purpose of the Bond Bank is to assist “qualified entities,” defined in the Act to include political subdivisions, as defined in Indiana Code 36-1-2-13, leasing bodies, as defined in Indiana Code 5-1-1-1(a), any commissions, authorities or authorized bodies of any qualified entity, and any organizations, associations or trusts with members, participants or beneficiaries that are all individually qualified entities. The Bond Bank provides such assistance through programs of, among other things, purchasing the bonds, notes or evidences of indebtedness of such qualified entities. Under the Act, “qualified entities” includes entities such as cities, towns, counties, townships, school corporations, library corporations, special taxing districts and nonprofit corporations and associations which lease facilities or equipment to such entities. Each of the entities described in Appendix A is a “qualified entity” within the meaning of the Act.

The Official Statement; Additional Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

The information contained under the caption “INTRODUCTION” is qualified by reference to this entire Official Statement, including the Appendices hereto. This introduction is only a brief description and a full review should be made of this entire Official Statement, including the appendices hereto, as well as the documents summarized or described in this Official Statement. The summaries of and references to all documents, statutes and other instruments referred to in this Official Statement do not purport to be complete and are qualified in their entirety by reference to the full text of each such document, statute or instrument. Certain terms used in this Official Statement are defined in Appendix B.

Information contained in this Official Statement with respect to the Bond Bank and the Qualified Entities and copies of the Indenture, the Credit Facility Agreement (as hereinafter defined) and the form of Agreement may be obtained from the Indiana Bond Bank, 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204. The Bond Bank's telephone number is (317) 233-0888.

The Bond Bank's financial statements can be found at its website at www.in.gov/tos/bond and are also available upon written request to the Bond Bank. In addition, certain other information concerning the Bond Bank is available to the Trustee and holders of the Notes pursuant to the Indenture. See "CONTINUING DISCLOSURE."

SECURITY AND SOURCES OF PAYMENT FOR THE NOTES

The Notes are limited obligations of the Bond Bank payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, and interest on, all of the Notes. The Notes do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof, including any Qualified Entity, under the constitution of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof, including any Qualified Entity. The Bond Bank has no taxing power. **The Notes do not constitute a general or moral obligation of the Bond Bank or the State. The Bond Bank will not maintain a debt service reserve fund for the Notes and the provisions of Indiana Code 5-1.5-5 do not apply to the Notes.** Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chair of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement.

Under the Indenture, the Notes are secured by a pledge to the Trustee of the Trust Estate, which includes (a) all right, title and interest of the Bond Bank in, to and under the Warrants and the Agreements; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Notes; (d) all revenues held in the Funds and Accounts (other than the Rebate Fund) under the Indenture; and (e) all rights of the Bond Bank in, to and under the Credit Facility.

The Qualified Entities and the Warrants

From the proceeds of the Notes, the Bond Bank intends to purchase and, upon purchase, will pledge to the Trustee the Warrants. The Warrants to be issued by the Qualified Entities and purchased by the Trustee on behalf of the Bond Bank under the Program are temporary intra-fiscal year borrowings of the Qualified Entities made in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection during 2016 (and (a) in the case of a school corporation, may, in the sole discretion of the Bond Bank, be made in anticipation of State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (b) in the case of a township, may, in the sole discretion of the Bond Bank, be made in anticipation of other revenues to be received by the township on or before

December 30, 2016). See “THE PROGRAM” and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E-2.

The proceeds of the Notes are anticipated to be used by the Trustee to purchase the Warrants of the respective Qualified Entities described in, and in the amounts set forth in, Appendix A hereto. Certain information related to such Qualified Entities is set forth in Appendix A. As of the date of the issuance of the Notes, such Qualified Entities will have entered into Agreements with the Bond Bank. Subject to the parameters of the Program, the Bond Bank may also purchase Warrants with the proceeds of the Notes from other Qualified Entities or in additional amounts from participating Qualified Entities if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

The Bond Bank will receive a Positive Cash Flow Certificate (as defined in Appendix B-1) from Crowe Horwath LLP, Indianapolis, Indiana, on the date of the issuance of the Notes to the effect that the principal and interest payments on the Warrants, assuming payment in accordance with the terms of the Warrants and assuming zero investment earnings, will at least be sufficient on the Payment Date to provide full payment of the principal of and interest on the Notes due on such Payment Date.

Provisions for Payment of the Warrants

As a precondition to the purchase of Warrants under the Program, the Qualified Entities will be required to demonstrate that the estimated amount of Ad Valorem Property Taxes, levied and in the process of collection, exceeds the amount of the Warrants as required by the Program participation guidelines. Certain Qualified Entities which are school corporations will receive tuition support funds in 2016 from the State in monthly installments. The Bond Bank, in determining the amount of Warrants to be purchased from a school corporation, may consider, in its sole discretion, the anticipated State tuition support distributions to be received by a school corporation on or before December 30, 2016. Certain Qualified Entities which are townships will receive other revenues periodically from the State and other political subdivisions. The Bond Bank, in determining the amount of Warrants to be purchased from a township, may consider, in its sole discretion, such anticipated revenues to be received by a township on or before December 30, 2016. See “THE PROGRAM—Program Participation and Borrowing Limits.” Prior to the purchase of any Warrant, a Qualified Entity will also be required under the Program to have taken all actions and received all approvals necessary to levy and collect sufficient Ad Valorem Property Taxes during 2016 for the payment of its Warrants to the extent such Warrants are payable from Ad Valorem Property Taxes. See “THE PROGRAM—General” for a further discussion of the process by which Qualified Entities adopt and fix tax levies for Ad Valorem Property Taxes. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E for further discussion of the preconditions to purchase the Warrants.

Unless the mailing of tax bills is delayed, Ad Valorem Property Taxes levied by Qualified Entities are due and payable to the treasurer of the county in which the Qualified Entity is located (each, a “County Treasurer”) in two installments, one on May 10 and the other on

November 10 of each fiscal year. See “—Procedures for Property Assessment, Tax Levy and Collection” below. Ad Valorem Property Taxes not paid by the date due are subject to imposition of a penalty and interest, which together with such taxes not paid constitute a lien on the property subject to the Ad Valorem Property Taxes. See “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

Receipts from Ad Valorem Property Tax collections are normally distributed through the auditor of the county in which the Qualified Entity is located (each, a “County Auditor”) in two installments in each Fiscal Year, one in June and one in December, unless advance distributions are requested by, and made to, Qualified Entities. See “—Procedures for Property Assessment, Tax Levy and Collection” below and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E-2. To further assure the availability of funds on the date that the Warrants are due, the Agreements will require that a Qualified Entity participating in the Program must, no later than May 15, 2016, or November 15, 2016, as applicable, submit a request in accordance with State law to the County Treasurer for advance distributions of not less than 95% of tax collections for each fund in anticipation of which Warrants have been issued and sold to the Bond Bank under the Program. Any Qualified Entity receiving advance tax distributions in excess of 5% of the total taxes in anticipation of which Warrants were issued will be required to invest such amounts for the payment of its Warrants in certain limited investments that mature no later than the due date of the respective Warrant.

Under the Program, Warrants are scheduled to mature and will be payable (i) on June 30, 2016 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date (as defined in the Warrant Purchase Agreements)) or (ii) on December 30, 2016. The “First Settlement Payment Due Date” means the earlier of December 30, 2016 or the fourth Business Day (as defined in the Warrant Purchase Agreements) following the “First Semi-Annual Settlement,” which is defined in the Warrant Purchase Agreements as the receipt by the Qualified Entity of its first semi-annual payment of revenues from taxes levied in 2015 and collectable in 2016 with respect to the fund in anticipation of which each Warrant is issued. Additionally, in the event the First Semi-Annual Settlement shall occur in more than one installment to the Qualified Entity to be made after June 30, 2016, following its receipt of each such installment, the Qualified Entity (i) must within two (2) Business Days following receipt of each such installment notify the Bond Bank of the amount so received and (ii) will be obligated to prepay the Warrants issued in anticipation of the First Semi-Annual Settlement in the amounts, on the date or dates, and in respect of the respective Warrants as may be determined by the Bond Bank in a notice to the Qualified Entity; provided the aggregate amount of each such prepayment of the Warrants shall not exceed the aggregate amount of each such respective installment received by the Qualified Entity.

Procedures for Property Assessment, Tax Levy and Collection

Real and personal property in the State is assessed each year as of March 1 in a year ending before January 1, 2015, and as of January 1 each year thereafter. On or before August 1 each year, each county auditor must submit to each underlying political subdivision located within that county a statement containing: (1) information concerning the assessed valuation in the political subdivisions for the next calendar year; (2) an estimate of the taxes to be distributed to the political subdivision during the last six months of the current calendar year; (3) the current

assessed valuation as shown on the abstract of charges; (4) the average growth in assessed valuation in the political subdivision over the preceding three budget years, adjusted according to procedures established by the Department of Local Government Finance (the "DLGF") to account for reassessment under certain provisions of the Indiana Code; (5) the amount of the political subdivisions' net assessed valuation reduction to enable the taxing district to absorb the effects of reduced property tax collections in the immediately succeeding calendar year that are expected to result from successful appeals of the assessed value of property located in the taxing district, deductions from tax abatement, and certain reassessments of real property; and (6) any other information at the disposal of the county auditor that might affect the assessed value used in the budget adoption process.

By statute, the budget, tax rate and levy of a local political subdivision (except for any school corporation which elects to have a budget year from July 1 of a year through June 30 of the following year) must be established no later than November 1. The budget, tax levy and tax rate are subject to review, revision, reduction or increase by the DLGF. The DLGF must complete its actions on or before February 15 of the immediately succeeding calendar year.

On or before March 15, each county auditor prepares and delivers to the Auditor of the State and the county treasurer the final abstract of property taxes within that county. The county treasurer mails tax statements the following April (but mailing may be delayed due to reassessment or other factors). Unless the mailing of tax bills is delayed, property taxes are due and payable to the county treasurer in two installments on May 10 and November 10. If an installment of taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due; provided, that so long as the installment is completely paid within 30 days of the due date and the taxpayer is not liable for delinquent property taxes first due and payable in a previous year for the same parcel, the amount of the penalty is 5% of the amount of the delinquent taxes. On May 11 and November 11 of each year after one year of delinquency, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Real property becomes subject to tax sale procedures on June 30 if a delinquency of more than \$25 then exists with respect to an installment due on or before May 10 of the prior year. With respect to delinquent personal property taxes, each county treasurer shall serve a demand upon each county resident who is delinquent in the payment of personal property taxes after November 10, but before August 1 of the succeeding year. Each county auditor distributes property taxes collected to the various political subdivisions on or before the June 30 or December 31 after the due date of the tax payment.

Under State law, personal property is assessed at its actual historical cost less depreciation, whereas real property must be assessed in accordance with the 2011 Real Property Assessment Manual (the "Manual") and the Real Property Assessment Guidelines for 2011 (the "Guidelines"), both published by the DLGF, pursuant to 50 Indiana Administrative Code 2.4 (the "Rule"). The purpose of the Rule is to accurately determine "true tax value" as defined in the Manual and the Guidelines, not to mandate that any specific assessment method be followed. The Manual defines "true tax value" for all real property, other than agricultural land, as "the market value in use of a property for its current use, as reflected by the utility received by the owner or a similar user from that property." In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and certain provisions of the Indiana

Code. The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease in administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal methodology, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they are capable of producing accurate and uniform values throughout the jurisdiction and across all classes of real property. The Manual specifies the standards for accuracy and validation that the DLGF will use to determine the acceptability of any alternate appraisal method.

The intent of the DLGF is that an assessment determined by an assessing official in accordance with the Rule and the Manual and Guidelines shall be presumed to be correct. Any evidence relevant to the true tax value of the real property as of the assessment date may be presented to rebut the presumption of correctness of the assessment. Such evidence may include an appraisal prepared in accordance with generally recognized appraisal standards; however, there is no requirement that an appraisal be presented either to support or to rebut an assessment. Instead, the validity of the assessment shall be evaluated on the basis of all relevant evidence presented. Whether an assessment is correct shall be determined on the basis of whether, in light of the relevant evidence, it reflects the real property's true tax value.

There are certain credits, deductions and exemptions available for various classes of property. For instance, real property may be eligible for certain deductions for mortgages, solar energy heating or cooling systems, wind power devices, hydroelectric power devices and geothermal energy heating or cooling devices and if such property is owned by the aged. Residential real property may be eligible for certain deductions for rehabilitation. Real property, which is the principal residence of the owner thereof, is entitled to certain deductions and may be eligible for additional deductions, and if such owner is blind or disabled, such property may also be eligible for additional deductions. Buildings designed and constructed to systematically use coal combustion products throughout the building may be eligible for certain deductions. Tangible property consisting of coal conversion systems and resource recovery systems may be eligible for certain deductions. Tangible property or real property owned by disabled veterans and their surviving spouses may be eligible for certain deductions. Commercial and industrial real property, new manufacturing equipment and research and development equipment may be entitled to economic revitalization area deductions. Government-owned properties and properties owned, used and occupied for charitable, educational or religious purposes may be entitled to exemptions from tax. "Assessed value" or "assessed valuation" means an amount equal to the true tax value of property, which represents the gross assessed value of such property, less any deductions, credits and exemptions applicable to such property, and is the value used for taxing purposes in the determination of tax rates.

Effective with the tax year payable 2009, the standard deduction for homesteads was increased from the lesser of \$45,000 or 50% of assessed value to the lesser of \$45,000 or 60% of assessed value. Additionally, a supplemental homestead deduction equal to 35% of the next \$600,000 of assessed value remaining after the standard deduction and 25% of the remaining assessed value over \$600,000 was implemented beginning in 2009.

Changes in assessed values of real property occur periodically as a result of general reassessments scheduled by the State General Assembly, as well as when changes occur in the property due to new construction or demolition of improvements. Before July 1, 2013, and before May 1 of every fourth year thereafter, each county assessor is required to prepare and submit to the DLGF a reassessment plan for its county. The DLGF must complete its review and approval of the reassessment plan before March 1, 2015, and January 1 of each subsequent year following the year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four different groups of parcels. Each group of parcels must contain approximately 25% of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each four-year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on May 1 of a year and must be completed on or before January 1 of the year after the year in which the reassessment of the group of parcels begins. For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than 25% of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one year. However, a plan must cover a four-year period. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each reassessment cycle. The reassessment of the first group of parcels under a county's reassessment plan was required to begin on July 1, 2014, and was required to be completed on or before January 1, 2015.

In addition, the assessed value of real property will be annually adjusted to reflect changes in market value, based, in part, on comparable sales data, in order to account for changes in value that occur between reassessments. This process is generally known as "Trending."

When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner must first request in writing a preliminary conference with the county or township official who sent the owner such written notification. That request must be filed with such official within 45 days after the written notification is given to the taxpayer. That preliminary conference is a prerequisite to a review of the assessment by the county property tax assessment board of appeals. While the appeal is pending: (1) any taxes on real property which become due on the property in question must be paid in an amount based on the immediately preceding year's assessment, or it may be paid based on the amount that is billed; and (2) any taxes on personal property which become due on the property in question must be paid in an amount based on the assessed value reported by the taxpayer on the taxpayer's personal property tax return, or it may be paid based on the amount billed.

Prior to February 15 of each year for taxes to be collected during that year, the DLGF is required to review the proposed budgets, tax rates and tax levies of each political subdivision and the proposed appropriations from those levies to pay principal of and interest on each political subdivision's funding, refunding, judgment funding or other outstanding obligations, to pay judgments rendered against the political subdivision and to pay the political subdivision's outstanding lease rental obligations (collectively "bond and lease obligations") to be due and payable in the next calendar year. If it determines that the proposed levies and appropriations are

insufficient to pay the bond and lease obligations, the DLGF may at any time increase the tax rate and tax levy of a political subdivision to pay such bond and lease obligations.

Each Qualified Entity in the Program has agreed in its Warrant Purchase Agreement that for so long as any Warrant that has been issued in anticipation of revenues of a fund remains outstanding, the Qualified Entity shall not, without the consent of the Bond Bank and the Bank, issue any warrant or comparable obligation for the then-current year.

Neither the Bond Bank nor any Qualified Entity can predict the extent to which compliance with the DLGF requirements will continue to affect property tax collections. Further, no assurances can be given by the Bond Bank regarding the availability or feasibility of any alternatives for the payment by the Qualified Entities of debt service on their Warrants and other debt obligations due on or before December 30, 2016. However, at this time, it is anticipated that all Warrants issued under the Program in 2016 will be paid at maturity with property tax collections payable in 2016 or, in the case of certain Qualified Entities which are school corporations, from tuition support distributions from the State to be received by the school corporation on or before December 30, 2016, and in the case of certain Qualified Entities which are townships, from other revenues to be received by the township on or before December 30, 2016, or that alternative provisions will be made for payment of the Warrants.

The electors of the State, at the general election held on November 2, 2010, approved an amendment to the State Constitution (the "Amendment"), which provides taxpayers with a tax credit for all property taxes in an amount that exceeds a percentage of the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). As a result of such approval, the Amendment has become a part of the State Constitution.

In particular, under the Amendment, with respect to property taxes first due and payable in 2012 and thereafter, the State General Assembly is required to limit a taxpayer's property tax liability as follows:

(1) A taxpayer's property tax liability on tangible property, including curtilage, used as a principal place of residence by an:

- (a) owner of property;
- (b) individual who is buying the tangible property under a contract; or
- (c) individual who has a beneficial interest in the owner of the tangible property (collectively, "Tangible Property");

may not exceed 1% of the gross assessed value of the property that is the basis for the determination of property taxes.

(2) A taxpayer's property tax liability on other residential property may not exceed 2% of the gross assessed value of the property that is the basis for the determination of property taxes.

(3) A taxpayer's property tax liability on agricultural property may not exceed 2% of the gross assessed value of the property that is the basis for the determination of property taxes.

(4) A taxpayer's property tax liability on other real property may not exceed 3% of the gross assessed value of the property that is the basis for the determination of property taxes.

(5) A taxpayer's property tax liability on personal property (other than personal property that is Tangible Property or personal property that is other residential property) within a particular taxing district may not exceed 3% of the gross assessed value of the taxpayer's personal property that is the basis for the determination of property taxes within the taxing district.

The Amendment provides that, with respect to property taxes first due and payable in 2012 and thereafter, the following property taxes will not be considered for purposes of calculating a person's Circuit Breaker Tax Credit: (1) property taxes imposed for the purpose of paying operating expenses or making debt service payments after being approved by the voters in a referendum or local public question, (2) with respect to a Qualified Entity that is a school corporation, property taxes imposed after being approved by the voters in a referendum that are deposited into a separate Referendum Tax Levy Fund (as defined under State law), and may be used for any lawful school expenses, and (3) as more particularly explained below, property taxes imposed in Lake County and St. Joseph County to pay debt service or make lease rental payments for bonds or leases issued or entered into before July 1, 2008 (clauses (1) through and including (3), collectively, the "Exempt Levies").

Under the Amendment, the State General Assembly may, by law, provide that property taxes imposed in Lake or St. Joseph County to pay debt service or make lease rental payments for bonds or leases issued or entered into before July 1, 2008 ("Pre-Amendment Bonds" and "Pre-Amendment Leases"), will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Amendment described in the preceding paragraphs; provided that any such law may not apply after December 31, 2019. The State General Assembly has enacted such law, and it applies through and including December 31, 2019. In 2013, the General Assembly enacted legislation, effective January 1, 2014, which provides that property taxes to pay:

(1) any bonds issued to refund Pre-Amendment Bonds, which have a maturity date that is not later than the maturity date of such refunded Pre-Amendment Bonds ("Refunding Pre-Amendment Bonds"); or

(2) to make lease payments (a) on a Pre-Amendment Lease that is amended to secure Refunding Pre-Amendment Bonds, which has a term that is not longer than the term of such Pre-Amendment Lease, or (b) on a Pre-Amendment Lease that secures Refunding Pre-Amendment Bonds, which has a term that ends not later than the maturity date of the Pre-Amendment Bonds refunded by such Refunding Pre-Amendment Bonds;

in each case, will also not be considered for purposes of calculating the limits to property tax liability under the provisions of the Amendment described in the preceding paragraphs. Pursuant to the Amendment, this legislation may not apply after December 31, 2019.

In addition, pursuant to statute, certain senior citizens with annual income below specified levels or their surviving spouses may be entitled to credits in addition to the Circuit Breaker Tax Credit with respect to their property tax liability attributable to their homesteads.

In addition to its other Program limitations, the Bond Bank has taken into account the effect of the Circuit Breaker Tax Credits by further reducing the principal amount of certain Warrants that a Qualified Entity may issue to the Bond Bank. In particular, based on the most recent certified levies provided by the DLGF and the most recent reductions in the collection of Ad Valorem Property Taxes as a result of the Circuit Breaker Tax Credits, as provided by the DLGF (the "Anticipated Property Tax Reductions"), the Bond Bank, in applying its borrowing limitations, has assumed that the amount of Ad Valorem Property Taxes to be collected in each fund of a Qualified Entity (except as described in the following sentence) will be reduced by the Anticipated Property Tax Reductions. The Bond Bank has not applied this borrowing limitation to any Warrant issued by a Qualified Entity for any fund established with respect to collection of the Exempt Levies (collectively, the "Exempt Funds"), because of the statutory requirement that all taxing units in the State must apply all property taxes to the payment of their debt service or lease rental obligations, as further described in the paragraph below, and because of the direction provided by the DLGF that all County Auditors must fully fund all the levies for Exempt Funds prior to allocating property tax revenues to all other funds. Certain Qualified Entities participating in the Program are borrowing for funds supported by property taxes imposed after being approved by the voters in a referendum or local public question and certain Qualified Entities that are school corporations are borrowing for their respective Referendum Tax Levy Funds.

The application of the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. Except for referendum tax levies approved by voters for the benefit of school corporations, a political subdivision may not increase its property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

Political subdivisions are required by law to fully fund the payments of their debt obligations in an amount sufficient to pay any debt service or lease rentals on outstanding obligations, regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit.

Upon the failure of a political subdivision to pay any of the political subdivision's Debt Service Obligations (as hereinafter defined) during a calendar year when due, the Treasurer of State, upon being notified of the failure by a claimant, shall pay the unpaid Debt Service Obligations that are due from money in possession of the State that would otherwise be available for distribution to the political subdivision under any other law, deducting such payment from the amount distributed. "Debt Service Obligations" of a political subdivision means (1) the principal and interest payable during a calendar year on bonds and (2) lease rental payments payable during a calendar year on leases of such political subdivision, which are payable from ad

valorem property taxes. This application of property tax revenues may impact the ability of political subdivisions to provide existing levels of service and, in extreme cases, the ability to make debt service or lease rental payments.

Indiana Code 6-1.1-20.6 categorizes property taxes levied to pay Debt Service Obligations as “protected taxes,” regardless of whether the property taxes were approved at a referendum, and all other property taxes as “unprotected taxes.” For property taxes due and payable in 2015 and thereafter, the total amount of revenue to be distributed to a fund for which protected taxes were imposed shall be determined as if no Circuit Breaker Tax Credit was applied. The total amount of the loss in revenue due to the application of the Circuit Breaker Tax Credit must reduce only the amount of unprotected taxes distributed to a fund using the following criteria: (1) the reduction may be allocated in the amounts determined by the political subdivision using a combination of unprotected taxes of the political subdivision in those taxing districts in which the credit caused a reduction in protected taxes, and (2) the tax revenue and each fund of any other political subdivisions must not be affected by the reduction. If the allocation of property tax reductions to funds receiving only unprotected taxes is insufficient to offset the amount of the Circuit Breaker Tax Credit, the revenue for a fund receiving protected taxes will also be reduced. If a fund receiving protected taxes is reduced, the statute provides that a political subdivision may transfer money from any other available source in order to meet its Debt Service Obligations. The amount of this transfer is limited to the amount by which the protected taxes are insufficient to meet Debt Service Obligations.

Neither the Bond Bank nor any Qualified Entity can predict the timing, likelihood or impact on property tax collections of any future judicial actions, amendments to the State Constitution, including legislation, regulations or rulings taken, enacted, promulgated or issued to implement the regulations, the statutes or the Amendment described above or of future property tax reform in general. In addition, there can be no assurance as to future events or legislation that may impact such regulations or statutes or the Amendment or the collection of property taxes by any Qualified Entity.

Enforcement of Warrants

As the owner of the Warrants, the Bond Bank has available to it all remedies available to owners or holders of securities issued by the Qualified Entities. The Act provides that, upon the sale and delivery of any Warrants to the Bond Bank, the Qualified Entity is deemed to have agreed that all statutory defenses to nonpayment are waived in the event that such Qualified Entity fails to pay principal of, or interest on, such Warrants when due.

The Agreements will provide that to the extent permitted by law, any Warrant which is not paid on or before the due date will bear interest at the Reinvestment Rate (as defined in Appendix B-2) thereafter. Additionally, the Act authorizes the Bond Bank to collect from the Qualified Entities fees and charges for its services and empowers the Qualified Entities to contract for and to pay such fees and charges. Pursuant to each Agreement, each Qualified Entity will agree to pay to the Bond Bank an amount, if any, equal to all costs and expenses incurred by or on behalf of the Bond Bank from time to time as a result of any failure by such Qualified Entity to comply with any of the provisions of the Agreement.

Under the Program, each of the Qualified Entities will be required to pledge and appropriate sufficient Ad Valorem Property Taxes levied and in the course of collection (and, if applicable, (a) in the case of a school corporation, State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (b) in the case of a township, other revenue to be received by the township on or before December 30, 2016) to the payment of the Warrants. All Ad Valorem Property Taxes, including such taxes pledged and appropriated for the payment of the Warrants and other revenues, will be deposited into the funds for which they have been levied or are to be received, but will not be separately held or otherwise segregated pending the payment of the Warrants. See “RISK FACTORS” and “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

Each Qualified Entity has agreed under its Agreement to report to the Bond Bank on its compliance with certain covenants which the Qualified Entity will make regarding various actions and conditions necessary to preserve the tax-exempt status of interest paid on the Warrants. See “TAX MATTERS.” The Bond Bank has also determined to consult with the Qualified Entities, as necessary from time to time, with regard to the actions needed to be taken by the Qualified Entities to preserve the excludability of the interest on the Notes from the gross income of the holders of the Notes for federal income tax purposes.

Credit Facility

The Credit Facility will be available to the Trustee pursuant to the terms of the Credit Facility and the Reimbursement Agreement (the “Credit Facility Agreement”), dated as of January 1, 2016, by and between the Bond Bank and the Bank, and the assignment of the rights thereunder by the Bond Bank to the Trustee pursuant to the Indenture. The Credit Facility is a standby credit facility in the amount of \$6,627,150*, and secures the payment of a portion of the principal of and interest on the Notes (the “Maximum Available Credit”). Funds available under the Credit Facility provide for payment of a portion of the debt service on the Notes in the event one or more Qualified Entities fail to make principal and interest payments on their Warrants on a timely basis to the extent such defaults in payment on the Warrants, if any, do not, in the aggregate, exceed the Maximum Available Credit. Thus, the Credit Facility only provides additional assurance of payment on the Notes in the event of limited defaults in payment by only a limited number of the participating Qualified Entities.

If, as a result of the nonpayment or late payment on Warrants, the amount on deposit under the Indenture is not sufficient to pay the entire amount of interest and principal coming due on the Notes, the Trustee is required to request a disbursement from the Bank under the Credit Facility in an amount equal to such deficiency up to the Maximum Available Credit. See “OPERATION OF FUNDS AND ACCOUNTS—General Fund”. The term of the Credit Facility extends from the date of issuance of the Notes through January 5, 2017. So long as no event of default has occurred under the Credit Facility Agreement, one disbursement may be used to provide for payment of principal of and interest on the Notes. Upon not less than seven banking days’ prior notice to the Bond Bank and the Trustee, the Bank may terminate the Credit Facility by reason of an event of default. Under the Indenture, the Trustee is directed to request payment from the Bank in the amount of the Maximum Available Credit upon receipt of a notice of termination from the Bank by reason of an occurrence of an event of default. Under the

* Preliminary; subject to change

Credit Facility Agreement, payments made by the Bond Bank to the Bank in respect of amounts borrowed thereunder are first applied against interest accrued through the date of any such payment and then to principal outstanding thereunder.

Repayments to the Bank of amounts advanced to the Bond Bank pursuant to the Credit Facility, together with interest thereon, will be made solely from the moneys held in the General Fund under the Indenture and all investments of money held in the General Fund, subject only to the security interest therein granted by the Bond Bank to the Trustee for the benefit of the holders of the Notes. Further, under the terms of the Indenture, the Trust Estate has been pledged and otherwise granted to the benefit of the Bank to secure the Bond Bank's obligations under the Credit Facility Agreement and Credit Facility, provided that any interest in, lien on, or pledge of the Trust Estate in favor of the Bank will be junior and subordinate to any interest in, lien on, or pledge of the Trust Estate in favor of any owner of Notes other than the Bank. All fees imposed to establish and maintain the Credit Facility will be paid to the Bank on the date of the issuance of the Notes from the proceeds of the Notes or otherwise. See "SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT" in Appendix E.

In the opinion of legal counsel to the Bank, under current law and regulations, the Credit Facility Agreement will constitute the legal, valid and binding obligation of the Bank, enforceable against the Bank in accordance with its terms except as limited by bankruptcy, insolvency, liquidation, reorganization, moratorium, conservatorship, receivership or similar occurrence affecting the Bank and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or an action at law).

THE PROGRAM

General

The Bond Bank established the Program in order to provide a mechanism for financing traditional cash flow deficits which are anticipated by Indiana political subdivisions during the given fiscal year. The fiscal year for most Indiana political subdivisions is coextensive with the calendar year (the "Fiscal Year"). With the exception of school corporations, Indiana political subdivisions depend primarily on Ad Valorem Property Taxes to meet operating expenses. School corporations depend primarily on State tuition support distributions to meet operating expenses. Indiana political subdivisions, including school corporations, depend primarily on Ad Valorem Property Taxes and State aid to make capital expenditures or amortize debt incurred for capital expenditures. Indiana political subdivisions finalize budgets, hold hearings and adopt budgets and tax levies for the following Fiscal Year during the months of August and September of the preceding Fiscal Year and the same are reviewed by the appropriate County Board of Tax Adjustment (if so existing) and by the DLGF. The DLGF is directed by State law to complete its review and approval of budgets and tax levies by February 15 of such following Fiscal Year. Property taxes for political subdivisions, which are collected during each Fiscal Year, are payable in two installments, which are normally due in May and November. By law, taxes are required to be collected by the County Treasurer and distributed by the County Auditor to the political subdivisions on or before June 30 and December 31. However, because the timing of tax receipts rarely matches the timing of expenditures, political subdivisions routinely issue warrants in anticipation of the next succeeding payments of Ad Valorem Property Taxes to the

extent authorized by State law. The Program was established to finance cash flow deficits arising from such traditional timing differences between expenditures and tax receipts.

Certain Qualified Entities which are school corporations may be entitled to tuition support funds from the State. Tuition support means, with respect to a Qualified Entity which is a school corporation, the total amount of State tuition support the school corporation receives in a particular year for its basic programs pursuant to Indiana Code 20-43. The amount of tuition support to which a certain school corporation is entitled is determined using a formula with several factors, including a school corporation's average daily membership, its maximum permissible tuition support ad valorem property tax levy, the amount of federal aid it receives, and other factors. The tuition support for each school corporation is determined as part of the biennial budget process, and such tuition support payments will be made to the school corporations in 2016 in twelve equal monthly installments on or about the 15th of each month.

A Qualified Entity which is a school corporation may request to borrow additional funds from the Bond Bank based on the amount of tuition support that it anticipates receiving from the State, but in no event in excess of 80% of the sum of the Ad Valorem Property Taxes levied and estimated for collection during 2016 and 80% of the State tuition support distribution anticipated to be received on or before December 30, 2016. A Qualified Entity which is a township may request to borrow additional funds from the Bond Bank based on the amount of additional revenues it anticipates receiving on or before December 30, 2016, but in no event in excess of 80% of the sum of the Ad Valorem Property Taxes levied and estimated for collection during 2016 and 80% of such other revenues which are anticipated to be received on or before December 30, 2016 with respect to the fund or funds upon which a Warrant is to be issued. For purposes of calculating the sum of Ad Valorem Property Taxes in the two preceding sentences, the Bond Bank has reduced such sum for each fund, except for an Exempt Fund, by the amount of Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits, as further described in "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Procedures for Property Assessment, Tax Levy and Collection." The Bond Bank, in determining the amount of Warrants to be purchased from a school corporation, may consider in the sole discretion of the Bond Bank, the anticipated amount of State tuition support distributions to be received by a school corporation on or before December 30, 2016. With respect to a township, the Bond Bank may consider, in the sole discretion of the Bond Bank, other revenues anticipated to be received by such township on or before December 30, 2016.

The proceeds of a Warrant purchased by the Bond Bank from a Qualified Entity under the Program will be deposited in the fund for which such Warrant was issued and the Warrant will be payable from the Ad Valorem Property Taxes deposited to such fund; provided, however, that any school corporation may also pay principal of and interest on a Warrant issued for any fund from the school corporation's general fund in the case of anticipated State tuition support distributions and may also pay the interest on a Warrant for any fund from the school corporation's debt service fund. The Bond Bank covenants that it will (1) not purchase a Warrant for a fund in a principal amount in excess of 80% of the semiannual levy, which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (as estimated or certified by the DLGF) (or, in the case of: (i) a school corporation, in a principal amount in excess of 80% of the semiannual levy and State tuition support distributions which are anticipated to be collected by the Qualified Entity in such fund by the

time such Warrant is due and payable (as estimated or certified by the DLGF and the Indiana Department of Education); or (ii) a township, in a principal amount in excess of 80% of the semiannual levy and the other revenues which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (as estimated or certified by the Indiana Department of Local Government Finance)), and (2) not consent, pursuant to the Agreement, to the issuance by a Qualified Entity of any parity obligations similar to the Warrants in an amount, which, together with other warrants outstanding for a fund, would exceed 80% of such semiannual levy which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (or, in the case of: (i) a school corporation, the issuance by such school corporation of any parity obligations similar to the Warrants in an amount, which, together with other Warrants outstanding for a fund, would exceed 80% of such semiannual levy and State tuition support distributions; or (ii) a township, in a principal amount in excess of 80% of the semiannual levy and other revenues which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable), unless the Bond Bank provides written notice thereof to S&P. For purposes of calculating the semiannual levy in each case in the preceding sentence, the Bond Bank has reduced the amount of such levy for each fund, except an Exempt Fund, by the amount of Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits, as further described in “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Procedures for Property Assessment, Tax Levy and Collection.”

Each Agreement will set forth the due dates for the Qualified Entity’s Warrants, none of which may be later than December 30, 2016. Each Agreement will restrict the Qualified Entity from issuing any warrant or comparable obligation (each, an “Additional Obligation”) in anticipation of the revenues budgeted for the funds in anticipation of which the Warrants were issued without the consent of the Bond Bank and the Bank. See “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E. It is possible that the Bond Bank will consent to certain additional cash flow borrowings by Qualified Entities participating in the Program made in anticipation of distributions of budgeted revenues for a fund in anticipation of which Warrants purchased under the Program were issued. Prior to giving consent, the Bond Bank or the Bank would likely require that (a) such Additional Obligation be subordinated to any Warrants issued by the Qualified Entity and held by the Bond Bank, (b) such Qualified Entity demonstrate an ability to repay such Additional Obligation with revenues from a source other than Ad Valorem Property Taxes pledged to pay its Warrants or (c) such Qualified Entity otherwise demonstrate that the ability to pay its Warrants is not adversely affected by the issuance of such Additional Obligations. See “—Authority to Issue Warrants” in this section. However, nothing requires the Bond Bank or the Bank to condition its consent to issuing an Additional Obligation on any specific requirements. See “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E.

Determination of Program Needs

The Program has been designed to provide short-term loans to finance cash flow deficits incurred by each Qualified Entity prior to the receipt of Ad Valorem Property Taxes (and (a) in the case of certain school corporations, in anticipation of State tuition support distributions to be received on or before December 30, 2016, and (b) in the case of townships, in anticipation of other revenues to be received on or before December 30, 2016) which are collected by the

county in which such Qualified Entity is located. These short-term loans will be repaid out of Ad Valorem Property Tax proceeds due to be collected in 2016 (and (a) in the case of certain school corporations, at the sole discretion of the Bond Bank, in anticipation of State tuition support distributions to be received on or before December 30, 2016, and (b) in the case of townships, at the sole discretion of the Bond Bank, in anticipation of other revenues to be received on or before December 30, 2016).

Prior to the commencement of the Program, Qualified Entities historically financed annual cash flow deficits by the public sale or private placement of warrants or by borrowing from other internal sources.

Based upon (i) its prior experience with Qualified Entity borrowings, (ii) a review of historical financing patterns and (iii) funding needs projected from data submitted by Qualified Entities, the Bond Bank and its financial advisor have determined the reasonably expected funding needs of the Qualified Entities participating in the Program. The proceeds of the Notes are anticipated to be used by the Trustee to purchase Warrants of the Qualified Entities described in Appendix A hereto. Each of the Qualified Entities will have entered into an Agreement with the Bond Bank as of the date of the issuance of the Notes. The Bond Bank may also purchase Warrants issued by other Qualified Entities with the proceeds of the Notes or additional amounts from the Qualified Entities described in Appendix A, if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

Authority to Issue Warrants

Various Indiana political subdivisions have authority to issue obligations in anticipation of the collection of revenues, including school corporations (“School Corporations”), counties (“Counties”), cities (“Cities”), towns (“Towns”), townships (“Townships”) and library corporations (“Library Corporations”). Although certain of the Qualified Entities are authorized by law to issue Warrants, as described below, in a greater amount, the amount of Warrant borrowings under the Program is more restrictive as a result of Program limitations, including, among others, that, in general, the principal amount of Warrants issued may not exceed 80% of the taxes levied and estimated for collection during the semiannual period a Warrant is due and in anticipation of which such Warrants are issued with respect to the fund or upon which a Warrant is to be issued. See “—Program Participation and Borrowing Limits” in this section for a further description of these limitations.

School Corporations are authorized by law to issue warrants, upon the finding by their governing boards that an emergency exists for the borrowing of money with which to pay current expenses from a particular fund prior to the receipt of revenues from taxes already levied or State tuition support distributions for such fund and in anticipation of the receipt of such revenues. The principal of such warrants is payable solely from the fund for which such taxes have been levied or from a School Corporation’s general fund in the case of anticipated State tuition support distributions, but interest thereon may be paid either from the School Corporation’s debt service fund, from the fund for which such taxes have been levied or the general fund in the case of anticipated State tuition support distributions.

Counties are authorized by law to make temporary loans to meet current operating expenses, in anticipation of and not in excess of county revenues for the current fiscal year, which must be evidenced by tax anticipation warrants of the County. An ordinance authorizing the issuance of tax anticipation warrants must appropriate and pledge a sufficient amount of the funds and revenues in anticipation of which the warrants are issued to the punctual payment of the warrants. Interest on all warrants issued by Counties, including the Warrants, must cease to accrue upon their maturity, but under the Act and the Agreement, the Bond Bank is authorized to collect any costs resulting from the late payment by, and any required enforcement against, any County.

Cities and Towns are authorized by law to issue warrants by ordinance for the purpose of making temporary loans in anticipation of current revenues that have been levied and are being collected for the year in which issued. The ordinance authorizing such loans must appropriate and pledge to their payment a sufficient amount of the revenues in anticipation of which the warrants are issued and out of which they are payable.

Library Corporations may issue warrants by action of the local library board for the purpose of obtaining temporary loans in an amount not to exceed the uncollected and anticipated taxes for the current year which have been levied but are not yet collected.

Townships may issue warrants by action of the local township board for the purpose of obtaining temporary loans in an amount not to exceed 80% of the Township's total anticipated revenue for the remainder of the year in which the loans are taken out.

Other political subdivisions are authorized by law to issue warrants consistent with the borrowing limitations established under the Program.

Program Participation and Borrowing Limits

To be considered for participation in the Program, each Qualified Entity has submitted an application to the Bond Bank. Application information and data supplied by each Qualified Entity seeking to participate in the Program included among other things the following: the historical and estimated cash flow data during the current Fiscal Year and the two Fiscal Years immediately preceding the date of the application; a list of the ten largest taxpayers; tax collection history; historical and projected budget and levy information; and general economic and demographic information and data.

Upon receipt of applications for participation in the Program, each applying Qualified Entity was analyzed to determine, consistent with the purposes of the Bond Bank, whether a Qualified Entity would be permitted to participate in the Program. Such analysis consisted of an internal financial review undertaken by the Bond Bank with the assistance of Crowe Horwath LLP, Indianapolis, Indiana, as financial advisor to the Bond Bank. The Qualified Entities described in Appendix A have applied for participation in the Program, have been analyzed by the Bond Bank and its financial advisor and have been approved for participation in the Program by the Board of Directors of the Bond Bank.

Based on documentation and estimates supplied by a Qualified Entity at or prior to the time of execution of its Agreement, the Bond Bank's financial advisor has performed certain

computations to arrive at the maximum anticipated Cumulative Cash Flow Deficit with respect to such Qualified Entity's budget and the limitation based upon the applicable percentage of Ad Valorem Property Tax levies or for certain school corporation general funds, the applicable percentage of the December State tuition support distribution, to be financed by the proposed Warrants. These computations, together with other Program limitations discussed herein, serve as the basis for determining the maximum amount that a Qualified Entity is authorized to borrow from the Bond Bank under the Program.

Pursuant to the Agreements, each Qualified Entity will be required to represent and warrant certain matters to the Bond Bank in order to be eligible to participate in the Program. See "SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS" in Appendix E. A Qualified Entity may not issue, without the consent of the Bond Bank, warrants or other obligations in anticipation of Ad Valorem Property Taxes levied for collection during 2016 or for certain school corporation general funds, the applicable percentage of the December State tuition support distribution, with respect to the fund or funds upon which such warrants or other obligations are to be issued.

Subject to the next paragraph, for every Qualified Entity, the Bond Bank has limited the maximum amount for each Warrant maturing on June 30, 2016 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date), which may be borrowed to the least of (a) 40% of the Ad Valorem Property Taxes levied and estimated for collection during 2016 with respect to the fund or funds upon which a Warrant is to be issued, (b) the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period (as defined in Appendix B-2) or (c) the amount permitted pursuant to the laws of the State. Subject to the next paragraph, for every Qualified Entity, the Bond Bank has limited the maximum amount for each Warrant maturing on December 30, 2016, which may be borrowed to the least of (a) 40% of the Ad Valorem Property Taxes levied and estimated for collection during 2016 with respect to the fund or funds upon which a Warrant is to be issued, unless the Bond Bank provides written notice thereof to S&P, (b) the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period (as defined in Appendix B-2) or (c) the amount permitted pursuant to the laws of the State. The limitation set forth in each clause (a) above is based upon the amount of Ad Valorem Property Taxes levied for collection during 2016, reduced by, for each fund except an Exempt Fund, the amount of Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits, as further described in "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Procedures for Property Assessment, Tax Levy and Collection." The limitation set forth in each clause (b) above applies as a comparison of total Warrant borrowing (all maturities) to the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period. Typically, for purposes of the Program, this amount is preliminarily certified by the DLGF in December of the prior year or January of the then-current year. However, for the Program in 2016, the DLGF's certification of Ad Valorem Property Taxes levied for collection during 2015 is being used to certify this amount for almost all of the Qualified Entities.

A Qualified Entity which is a school corporation may request to borrow funds in excess of the maximum amount described in the above paragraph, based on the amount of State tuition support distributions that a school corporation anticipates receiving from the State, but in no event in excess of 80% of the sum of the Ad Valorem Property Taxes levied and estimated for

collection in 2016 plus State tuition support distribution anticipated to be received on or before December 30, 2016, as certified by the Indiana Department of Education, with respect to the fund or funds upon which a Warrant is to be issued. The Bond Bank shall have sole discretion to determine the borrowing limits of a school corporation in light of any State tuition support distributions. With respect to a township, in addition to the Ad Valorem Property Taxes, the Bond Bank shall have sole discretion to determine the borrowing limits of such township inclusive of additional other revenues to be received by the Qualified Entity on or before December 30, 2016, but in no event in excess of 80% of the sum of Ad Valorem Property Taxes levied and estimated for collection in 2016, and the additional other revenues to be received by the township on or before December 30, 2016.

RISK FACTORS

Purchasers of the Notes are advised of certain risk factors with respect to the payment of the Warrants by the Qualified Entities and payment of the Notes at maturity. This discussion is not intended to be all-inclusive, and other risks may also be present.

The ability of the Bond Bank to pay principal of, and interest on, the Notes depends primarily upon the receipt by the Bond Bank of payments pursuant to the Warrants, including interest at the rates provided therein, from all Qualified Entities participating in the Program which are obligated to make such payments to the Bond Bank, together with earnings on the amounts in the Funds and Accounts sufficient to make such payments. **The Bond Bank will not maintain a debt service reserve fund for the Notes and the provisions of Indiana Code 5-1.5-5 do not apply to the Notes.** Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chair of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement.

Except for the Credit Facility, there is no source of funds available to make up for any deficiencies in the event of one or more defaults by one or more Qualified Entities in such payments on the Warrants. There can be no representation or assurance that all of the Qualified Entities participating in the Program will receive sufficient taxes or other revenues or otherwise have sufficient funds available to make their required payments on the Warrants. The receipt of such revenues by any Qualified Entity is subject to, among other things, future economic conditions, actions by creditors and other conditions which are variable and not certain of prediction. For a description of procedures for providing for the payment of Warrants, see the captions "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Provisions for Payment of the Warrants" and "—Procedures for Property Assessment, Tax Levy and Collection" and "THE PROGRAM." For a more detailed discussion of specific Qualified Entities, see "SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES" in Appendix A.

All counties in which the Qualified Entities are located are expected to be on time for taxes payable in 2016. However, notwithstanding any such delay, it is anticipated that all Warrants will be paid with property tax collections payable in 2016 or, in the case of certain Qualified Entities that are school corporations, from tuition support distributions from the State,

or, in the case of certain Qualified Entities which are townships, from other revenues to be received by the township on or before December 30, 2016, or that alternative provisions will be made for payment of the Warrants.

To the extent the Trustee does not have sufficient funds on deposit under the Indenture to pay the entire amount of interest and principal coming due on the Notes (as a result of the nonpayment or late payment on Warrants), the Trustee is directed to request payment from the Bank, up to the Maximum Available Credit, under the Credit Facility. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Credit Facility.” The Maximum Available Credit under the Credit Facility is less than the aggregate principal and interest payments that will be due on the Notes, and thus there can be no assurance that amounts available under the Credit Facility will be sufficient to fund deficiencies and make debt service payments on all Notes in full on a timely basis in the event of one or more defaults by Qualified Entities in making payments on the Warrants. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Credit Facility.” In the event there are not sufficient funds available to pay debt service on all Notes in full on a timely basis, available funds would be paid on a pro rata basis to the holders of the Notes.

The ability of the Bank to honor a request for payment on the Credit Facility will be a function of its solvency at the time of such request for payment. See Appendix D for a discussion of the Bank and financial information related to the Bank. In the event that the Bank does not honor the request for payment on the Credit Facility or an event of default occurs under the Credit Facility Agreement and results in the termination of the Credit Facility, as defined and described in the Credit Facility Agreement, the rating on the Notes could be revised downward or withdrawn entirely. In addition, there can be no assurance that the credit ratings of the Bank will continue at their current levels. The rating on the Notes could be downgraded or withdrawn if the Bank is downgraded, placed on credit watch or has its ratings suspended or withdrawn.

The remedies available to the Trustee, to the Bond Bank or to the owners of the Notes upon the occurrence of an Event of Default under the Indenture or under the terms of any of the Warrants purchased by the Bond Bank and the Agreement related thereto or the Credit Facility Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Agreements, the Warrants, and the Credit Facility Agreement may not be readily available or may be limited.

DESCRIPTION OF THE NOTES

General Description

The Notes will be issued under the Indenture as fully registered notes in the denomination of \$5,000 or any integral multiple thereof. The Notes will mature on January 4, 2017, in the amount, and will bear interest at the rate per annum, as set forth on the cover page of this Official Statement, computed on the basis of a 360-day year of twelve 30-day months. Interest on the Notes will be payable at maturity of such Notes as set forth on the cover page of this Official Statement (the “Payment Date”).

When issued, all of the Notes will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Notes will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof. The Beneficial Owners will not receive physical delivery of certificates representing their interests in the Notes. So long as DTC or its nominee is the registered owner of the Notes, payments of the principal of and interest on the Notes will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility of the Direct Participants and the Indirect Participants, as defined herein. See “Book-Entry-Only System” in this section.

The Notes are not subject to redemption prior to maturity.

Book-Entry-Only System

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note certificate will be issued for each issue of the Notes, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one Note certificate will be issued with respect to each \$500 million of principal amount, and an additional Note certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the

Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bond Bank as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium and interest payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Bond Bank or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Bond Bank, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other

nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bond Bank or the Trustee, disbursements of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Notes at any time by giving reasonable notice to the Bond Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Note certificates are required to be printed and delivered to DTC.

The Bond Bank may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bond Bank believes to be reliable, but the Bond Bank takes no responsibility for the accuracy thereof.

Revision of Book-Entry-Only System

In the event that either (i) the Bond Bank receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the Notes or (ii) the Bond Bank elects to discontinue its use of DTC as a clearing agency for the Notes, then the Bond Bank and the Trustee will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Notes, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Notes and to transfer the ownership of each of the Notes, in accordance with the Indenture. See “—Payment of the Notes” and “—Transfer or Exchange of the Notes” in this section.

Payment of the Notes

If DTC or its nominee is not the registered owner of the Notes, the principal of and interest on the Notes is payable to the registered Owner thereof or his assignee upon maturity at the designated corporate trust office of the Trustee. Payment will be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

Transfer or Exchange of the Notes

Except as provided under “—Book-Entry-Only System” in this section, any Note or Notes may be exchanged for new Notes of the same type at the designated corporate trust office of the Trustee in accordance with the Indenture. No service charge or payment will be required to transfer or exchange any Note, but the Bond Bank or the Trustee may require payment of a sum sufficient to cover any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

APPLICATION OF PROCEEDS

The following tabulation shows the application of proceeds of sale of the Notes.

Deposit to Warrant Purchase Fund	\$ _____
Deposit to Costs of Issuance Fund ⁽¹⁾	\$ _____
Total	\$ _____

⁽¹⁾ Inclusive of the Underwriter's discount and the Credit Facility fee.

THE INDIANA BOND BANK

The Bond Bank was created in 1984, and is organized and existing under and by virtue of the Act as a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the State, but is separate from the State in its corporate and sovereign capacity and has no taxing power.

Powers Under the Act

Under the Act, the Bond Bank has a perpetual existence and is granted all powers necessary, convenient or appropriate to carry out its public and corporate purposes including, without limitation, the power to do the following:

1. Make, enter into and enforce all contracts necessary, convenient or desirable for the purposes of the Bond Bank or pertaining to a loan to or a lease or an agreement with a qualified entity, a purchase, acquisition or a sale of qualified obligations or other investments or the performance of its duties and execution of its powers under the Act;
2. Purchase, acquire or hold qualified obligations or other investments for the Bond Bank's own account or for a qualified entity at such prices and in a manner as the Bond Bank considers advisable, and sell or otherwise dispose of the qualified obligations or investments at prices without relation to cost and in a manner the Bond Bank considers advisable;
3. Fix and establish terms and provisions upon which a purchase or loan will be made by the Bond Bank;
4. Prescribe the form of application or procedure required of a qualified entity for a purchase or loan and enter into agreements with qualified entities with respect to each purchase or loan;
5. Render and charge for services to a qualified entity in connection with a public or private sale of any qualified obligation, including advisory and other services;

6. Charge a qualified entity for costs and services in review or consideration of a proposed purchase, regardless of whether a qualified obligation is purchased, and fix, revise from time to time, charge and collect other program expenses properly attributable to qualified entities;
7. To the extent permitted by the indenture or other agreements with the owners of bonds or notes of the Bond Bank, consent to modification of the rate of interest, time and payment of installments of principal or interest, security or any other term of a bond, note, contract or agreement of any kind to which the Bond Bank is a party;
8. Appoint and employ general or special counsel, accountants, financial advisors or experts, and all such other or different officers, agents and employees as it requires;
9. In connection with any purchase, consider the need for and desirability or eligibility of the qualified obligation to be purchased, the ability of the qualified entity to secure financing from other sources, the costs of such financing and the particular public improvement or purpose to be financed or refinanced with the proceeds of the qualified obligation to be purchased by the Bond Bank;
10. Temporarily invest moneys available until used for making purchases, in accordance with the indenture or any other instrument authorizing the issuance of bonds or notes; and
11. Issue bonds or notes of the Bond Bank in accordance with the Act bearing fixed or variable rates of interest in aggregate principal amounts considered necessary by the Bond Bank to provide funds for any purposes under the Act; provided, that the total amount of bonds or notes of the Bond Bank outstanding at any one time may not exceed any aggregate limit imposed by the Act, currently fixed at \$1,000,000,000. Such aggregate limit of \$1,000,000,000 does not apply to (i) bonds or notes issued to fund or refund bonds or notes of the Bond Bank; (ii) bonds or notes issued for the purpose of purchasing an agreement executed by a qualified entity under Indiana Code 20-49-4; (iii) bonds, notes, or other obligations not secured by a reserve fund under Indiana Code 5-1.5-5; and (iv) bonds, notes, or other obligations if funds and investments, and the anticipated earned interest on those funds and investments, are irrevocably set aside in amounts sufficient to pay the principal, interest, and premium on the bonds, notes, or obligations at their respective maturities or on the date or dates fixed for redemption.

Under the Act, the Bond Bank may not do any of the following:

1. Lend money other than to a qualified entity;
2. Purchase a security other than a qualified obligation to which a qualified entity is a party as issuer, borrower or lessee, or make investments other than as permitted by the Act;

3. Deal in securities within the meaning of or subject to any securities law, securities exchange law or securities dealers law of the United States, the State or any other state or jurisdiction, domestic or foreign, except as authorized by the Act;
4. Emit bills of credit or accept deposits of money for time or demand deposit, administer trusts or engage in any form or manner, or in the conduct of, any private or commercial banking business or act as a savings bank, savings and loan association or any other kind of financial institution; or
5. Engage in any form of private or commercial banking business.

Organization and Membership of the Bond Bank

The membership of the Bond Bank consists of seven Directors: the Treasurer of the State, serving as Chair Ex Officio, the Public Finance Director of the State, appointed by the Governor and serving as Director Ex Officio, and five Directors appointed by the Governor of the State. Each of the five Directors appointed by the Governor must be a resident of the State and must have substantial expertise in the buying, selling and trading of municipal securities or in municipal administration or public facilities management. Each such Director will serve for a three-year term as set forth below. Upon expiration of such term, a Director will continue to serve until a successor is appointed and qualified. Each such Director is also eligible for reappointment and may be removed for cause by the Governor. Any vacancy on the Board is filled by appointment of the Governor for the unexpired term only.

The Directors elect one Director to serve as Vice Chair. The Directors also appoint and fix the duties and compensation of an Executive Director, who serves as both secretary and treasurer. The powers of the Bond Bank are vested in the Board of Directors, any four of whom constitute a quorum. Action may be taken at any meeting of the Board by the affirmative vote of at least four Directors. A vacancy on the Board does not impair the right of a quorum to exercise the powers and perform the duties of the Board of Directors of the Bond Bank.

Directors

The following persons, including those persons with the particular types of experience required by the Act, comprise the present Board of Directors of the Bond Bank:

Kelly M. Mitchell, Chair Ex Officio; Treasurer of the State, November 18, 2014 to present. Residence: Indianapolis, Indiana. Previously, Director, TrustINDiana, Local Government Investment Pool, 2007 to 2014; Business Development, United Consulting, 2004 to 2007; Cass County Commissioner, 1997 to 2004; Board President, Cass County Commissioners, 5 years; Logansport-Cass County Economic Development Commission, 1998 to 2004.

Dan Huges, Public Finance Director of the State, October 30, 2015 to present. Residence: Fishers, Indiana. Previously, Chief Financial Officer, Capital Improvement Board (CIB) of Marion County, 2010 to 2013; Executive Director, Indiana Bond Bank, 2001 to 2010.

Patrick F. Carr, Vice-Chair; term expires June 1, 2017. Residence: Indianapolis, Indiana. President & Chief Financial Officer, Golden Rule Insurance Company, United Healthcare, 2010

to present; Golden Rule, Senior Vice President, Chief Financial Officer, 2005 to 2010; Mayflower Transit, Inc., President and CEO, 1995-2005; President of the Board, American Medical Insurance Company, 2006 to present; Treasurer of the Board, Center for Leadership, 2006 to present; Chairman of the Investment Committee, Catholic Community Foundation, 2009 to present; Board of Advisors, Langham Logistics, 2008 to present; Treasurer of Board of Directors, Legatus of Indiana, 1995 to present; Member of the Board of Directors, OneAmerica Financial Partners, Inc., 2013 to present; Member of the Indiana CPA Society, American Institute of CPAs, and Financial Executive Institute.

Philip C. Belt, Director; term expires June 1, 2017. Residence: Indianapolis, Indiana. Senior Vice President and Chief Operating Officer, VMS BioMarketing, 2011 to present; Vice President, Private Equity, Credit Suisse, 2009 to 2011; Eli Lilly and Company, 1997 to 2009, Senior Director, Global Product Communications, 2008 to 2009; Senior Director, Corporate Communications, 2004 to 2008; Senior Director, Mergers and Acquisitions, 2000 to 2004; Director, Investor Relations, 1998 to 2000; Financial Manager/Financial Analyst, various roles, 1993 to 1997; Member of the Board of Elders, Church at the Crossing, 2004 to 2007.

David O. Mann, Director; term expires June 1, 2017. Residence: Indianapolis, Indiana. Managing Partner, Spring Mill Venture Partners, 2002 to present; Co-Managing Partner, The Firefly Group, 2014 to present; Naval Officer, United States Navy, 1991 to 2011; ServiceMaster Ventures, The ServiceMaster Company, 1999 to 2001; Summer Associate, Invesco, 1998; Member of the Board of Directors, AIT Laboratories, 2013 to present; Member of the Board of Directors, BioStorage Technologies, 2006 to present; Member of the Board of Directors, Express Medical Transporters, 2014 to present; Member of the Board of Directors, WebLink International, 2008 to present; Member of the Board of Directors, HVAF, 2008 to present; Member of the Board of Visitors, Marian University School of Business, 2013 to present; Member of the Board of Advisors, Purdue Emerging Innovations Fund, 2012 to present; Member of the Dean's Advisory Council, Indiana University School of Informatics and Computing, 2010 to present; Member, Legatus of Indiana, 2008 to present.

Cyndi Walsh, Director; term expires June 1, 2017. Residence: Crown Point, Indiana. President of Walsh Financial Services, 2002 to present; Managing Partner and CFO, National Bond and Trust, 2002 to 2012. Vice President, Capital Markets and various roles, Bank of America (including former Continental Bank) 1988 to 2002. Financial Auditor, Federal Reserve Bank of Chicago, 1986-1988. Member of the Board of Directors, Indiana Education Savings Authority, 2011-2013; Board Member, Indiana Public Employees Retirement Plan, 2008-2010; Board Member, Indiana Teachers Retirement Plan, 2006-2008. Chairman Finance Council, St. Mary's Church 2005-2014.

Marjorie H. O'Laughlin, Director; term expires September 30, 2017. Residence: Indianapolis, Indiana. Member of the Board of Trustees of the MCHC, 2002-2013; Treasurer of the Marion County Health & Hospital Corporation, 1995-2002; Treasurer of the State of Indiana, 1986-1994; Clerk, Indiana Supreme Court and Court of Appeals, 1978-1986; Vice Chairman, Marion County Republican Central Committee, 1972-1978; Indianapolis City Clerk, 1967-1974. Past Board memberships, Indiana Aids Fund; Damian Center: Little Red door Cancer Society; Julian Center; Kiwanis Club of Indianapolis Club and Foundation; Ruth Lilly Center.

The Board of Directors is authorized to appoint and fix the duties and compensation of an Executive Director, who serves as both secretary and treasurer of the Board. Ron Mangus was appointed as the Executive Director of the Bond Bank effective on January 9, 2015. Mr. Mangus previously served as Deputy Director with the Bond Bank and has over twenty years' experience with the Bond Bank. He holds a Master's in Public Affairs from Indiana University and B.A. from Purdue University.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special trust funds and accounts to be held by the Trustee:

1. General Fund;
2. Costs of Issuance Fund;
3. Warrant Purchase Fund; and
4. Rebate Fund.

Deposit of Net Proceeds of the Notes

The Trustee will deposit the net proceeds from the sale of the Notes as follows:

1. To the Costs of Issuance Fund, in the amount needed to pay the costs of issuance of the Notes (other than Underwriter's discount and the Credit Facility fee); and
2. To the Warrant Purchase Fund, the balance of the proceeds of the Notes available for the purchase of Warrants from Qualified Entities under the Program.

Deposit of Revenues and Other Receipts

The Trustee will deposit all Revenues into the Funds and Accounts as follows:

1. All payments of principal of and interest on Warrants paid by Qualified Entities, and all payments, if any, made by the Bank to the Bond Bank pursuant to the Credit Facility, will be deposited in the General Fund;
2. All income or gain from the investment of moneys (except moneys in the Rebate Fund), and all other Revenues will be deposited in the General Fund; and
3. All income or gain from the investment of moneys in the Rebate Fund will remain in the Rebate Fund.

OPERATION OF FUNDS AND ACCOUNTS

Costs of Issuance Fund

Upon issuance of the Notes and receipt of a requisition signed by an Authorized Officer of the Bond Bank, the Trustee will disburse the amounts held in the Costs of Issuance Fund for the payment of the expenses of the issuance of the Notes (as well as the expenses of the issuance of any interim or temporary notes), including, but not limited to, bond or reserve fund insurance premiums, credit enhancement or credit facility fees, the fees and expenses of Bond Counsel and general counsel to the Bond Bank, fees and expenses of the Trustee, the cost of reproducing documents, filing and recording fees, the cost of printing, execution, authentication, transportation and safekeeping of the Notes (including fees and expenses in connection with the utilization of a book-entry system for the Notes), fees and expenses of accountants and professional consultants, fees and expenses of any rating agencies and all other fees and expenses payable or reimbursable, directly or indirectly, by the Bond Bank prior to or concurrently with and in connection with the issuance and sale of the Notes. At such time as an Authorized Officer certifies that all costs of issuance have been paid, and in any event not later than 180 days following the issuance of the Notes, the Trustee will transfer any amounts remaining in the Costs of Issuance Fund to the General Fund.

General Fund

The Trustee will disburse amounts in the General Fund as follows and in the following order of priority:

1. At any time any amounts required to be transferred to the Rebate Fund;
2. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary, if any, to pay interest due to be paid on Outstanding Notes on such Payment Date;
3. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary, if any, to pay principal due to be paid on Outstanding Notes on such Payment Date;
4. At such times as may be necessary for the payment of Program Expenses (as defined in Appendix B-1), but only upon receipt by the Trustee of a requisition from an Authorized Officer (as defined in Appendix B-1) describing the Program Expenses, and only to the extent that such Program Expenses, together with all other Program Expenses paid or payable following the date of the most recent Cash Flow Certificate (as defined in Appendix B-1), do not exceed the amount of such Program Expenses contemplated by such Cash Flow Certificate;
5. At such times as may be required pursuant to the Credit Facility Agreement, to the Bank such amounts as may be necessary to pay amounts, if any, due under the Credit Facility Agreement; provided that such payments shall be made only after amounts then due and owing to Noteholders (other than the Bank) have been made; and

6. At such times as the Bond Bank may determine, after making all the transfers required and on submission by the Bond Bank of a Cash Flow Certificate giving effect to such transfer, to any Fund or Account or other fund or account of the Bond Bank in the discretion of the Bond Bank.

If the amount on deposit in the General Fund at 9:00 a.m., New York City time, on any Payment Date is insufficient to pay the entire amount of interest and principal due on Outstanding Notes on such Payment Date (as a result of the nonpayment or late payment on Warrants), then, no later than 10:00 a.m., New York City time, on such Payment Date, the Trustee will request payment from the Bank under the Credit Facility Agreement, and such amounts will be deposited into the General Fund and immediately used, first for the payment of interest due on the Outstanding Notes and second for the payment of principal due on the Outstanding Notes.

Warrant Purchase Fund

The Trustee will disburse the funds held in the Warrant Purchase Fund to purchase the Warrants from the Qualified Entities upon submission of a requisition of the Bond Bank signed by an Authorized Officer stating that all requirements for the purchase of the Warrants set forth in the Indenture and in the Agreement have been met. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" and "SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS" in Appendix E. After purchase of all of the Warrants, any excess amounts held in the Warrant Purchase Fund will be transferred to the General Fund which transfer will not be later than December 31, 2016

Rebate Fund

Upon the direction of the Bond Bank, the Trustee will deposit amounts for the benefit of the Bond Bank from the General Fund into the Rebate Fund. All income from investments of moneys held in the Rebate Fund will be deposited into the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Fund upon direction of the Bond Bank. Not later than 60 days after the final maturity date of the Notes, and upon the written request of the Bond Bank, the Trustee will pay the United States of America the amounts directed by the Bond Bank at the location specified in such direction and with the reports, forms and documentation provided by the Bond Bank.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account, after full payment of all of the Notes outstanding under the Indenture, all required rebate payments to the United States of America and the fees, charges and expenses of the Trustee and the Bank, will be distributed to the Bond Bank.

Investment of Funds

Moneys held as a part of any Fund or Account under the Indenture, including without limitation the Rebate Fund, will be invested and reinvested at all times as fully as reasonably

possible by the Trustee in investments defined to be Investment Securities under the Indenture and in accordance with the provisions of the Act and the terms and conditions of the Indenture.

The Bond Bank shall direct the Trustee (with such direction to be confirmed in writing) in the investment of such moneys. The Bond Bank will so direct the Trustee, and the Bond Bank will make all such investments of moneys under the Indenture, in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal and to avoid causing any of the Notes to become arbitrage bonds under the Code.

All investments will be a part of the Fund or Account from which moneys were used to acquire such investments, and all income and profits on such investments (other than from amounts on deposit in the Rebate Fund) will be deposited as received in the General Fund. Any investment losses will be charged to the Fund or Account from which moneys were employed to invest in the Investment Security, and the Trustee will not be liable for any investment losses so long as the Trustee complies with the provisions of the Indenture. Moneys in any Fund or Account will be invested in Investment Securities with maturity dates (or redemption dates determinable at the option of the owner of such Investment Securities) coinciding as nearly as practicable with the times at which moneys in such Funds or Accounts will be required for transfer or disbursement under the Indenture. The Trustee will sell and reduce to cash at the best price reasonably obtainable sufficient amounts of such Investment Securities in the respective Fund or Account as may be necessary to make up a deficiency in any amounts contemplated to be disbursed from such Fund or Account.

Obligations purchased as investments of moneys in any Fund or Account with a stated maturity of less than two years will be valued at cost, including accrued interest paid and unamortized debt discount. Other such obligations will be valued at the cost, including accrued interest paid and unamortized debt discount, or market value thereof, whichever is lower, exclusive of earned accrued interest.

The Bond Bank certifies to the owners of the Notes outstanding, that amounts on deposit in any Fund or Account in connection with the Notes, regardless of whether such amounts are derived from the proceeds of Notes or any other source, are not intended to be used in a manner which will cause the interest on the Notes to lose its excludability from gross income for federal income tax purposes.

THE NOTES AS LEGAL INVESTMENTS

Under the Act all financial institutions, investment companies, insurance companies, insurance associations, executors, administrators, guardians, trustees and other fiduciaries in the State may legally invest sinking funds, money or other funds belonging to or within the control of such fiduciaries in the bonds and notes of the Bond Bank issued under the Act.

LITIGATION

Bond Bank

There is not now pending or, to the Bond Bank's knowledge, threatened any litigation (1) restraining or enjoining the issuance, sale, execution or delivery of the Notes, (2) prohibiting the Bond Bank from purchasing the Warrants with the proceeds of such Notes, (3) in any way contesting or affecting the validity of the Notes or (4) restraining or enjoining any proceedings of the Bond Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Notes. Neither the creation, organization or existence of the Bond Bank nor the title of any of the present Directors or other officers of the Bond Bank to their respective offices is being contested.

Qualified Entities

Upon the issuance of the Warrants, the Bond Bank will receive a certification from each Qualified Entity described in Appendix A to the effect that there is not now pending or, to the best knowledge of such Qualified Entity, threatened any litigation restraining or enjoining (i) the execution of the Warrants or the Agreements or (ii) any proceedings of such Qualified Entity taken with respect to the Warrants or the pledge or application of any moneys or security provided for the payment of the Warrants, or in any way contesting or affecting the validity of the Warrants or the Agreements.

TAX MATTERS

In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel, under existing laws, interest on the Notes is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes (the "Code"). The opinion of Barnes & Thornburg LLP is based on certain certifications, covenants and representations of the Bond Bank and the Qualified Entities issuing the Warrants and is conditioned on continuing compliance therewith. In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel, under existing laws, interest on the Notes is exempt from income taxation in the State for all purposes except the State financial institutions tax. See Appendix C for the form of opinion of Bond Counsel.

The Code imposes certain requirements which must be met subsequent to the issuance of the Notes as a condition to the excludability of interest on the Notes from gross income for federal income tax purposes. Noncompliance with such requirements may cause interest on the Notes to be included in gross income for federal income tax purposes retroactively to the date of issue, regardless of the date on which noncompliance occurs. Should the Notes bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Notes would be materially and adversely affected. It is not an event of default if interest on the Notes is not excludable from gross income for federal income tax purposes pursuant to any provision of the Code which is not in effect on the date of issuance of the Notes.

The interest on the Notes is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Notes is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

The Notes are not “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Indiana Code 6-5.5 imposes a franchise tax on certain taxpayers (as defined in Indiana Code 6-5.5) which, in general, include all corporations which are transacting the business of a financial institution in the State. The franchise tax is measured in part by interest excluded from gross income under Section 103 of the Code minus associated expenses disallowed under Section 265 of the Code.

Although Bond Counsel will render an opinion that interest on the Notes is excludable from gross income for federal income tax purposes and exempt from State income tax, the accrual or receipt of interest on the Notes may otherwise affect an owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the owner’s particular tax status and the owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Notes should consult their own tax advisors with regard to the other tax consequences of owning the Notes.

The foregoing does not purport to be a comprehensive description of all of the tax consequences of owning the Notes. Prospective purchasers of the Notes should consult their own tax advisors with respect to the foregoing and other tax consequences of owning the Notes.

AMORTIZABLE BOND PREMIUM

The initial public offering price of the Notes is greater than the principal amount payable at maturity. As a result, the Notes will be considered to be issued with amortizable bond premium (the “Bond Premium”). An owner who acquires a Note in the initial public offering will be required to adjust the owner’s basis in the Note downward as a result of the amortization of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon the disposition of the Notes (including sale or payment at maturity). The amount of amortizable Bond Premium will be computed on the basis of the taxpayer’s yield to maturity. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth in Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning the Notes. Owners of the Notes should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of such Notes and with respect to the state and local tax consequences of owning and disposing of the Notes.

Special rules governing the treatment of Bond Premium, which are applicable to dealers in tax-exempt securities, are found at Section 75 of the Code. Dealers in tax-exempt securities are urged to consult their own tax advisors concerning the treatment of Bond Premium.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Notes by the Bond Bank are subject to the approval of Barnes & Thornburg LLP, Indianapolis, Indiana (“Bond Counsel”), whose approving opinion will be delivered with the Notes. Bond Counsel will render a further opinion that representatives of such firm have reviewed the information contained under the captions, “INTRODUCTION” (other than information under the headings “The Bond Bank” and “The Official Statement; Additional Information”), “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES” (other than information under the headings “Provisions for Payment of the Warrants,” “Enforcement of Warrants” (excepting the first paragraph thereof), and “Credit Facility”), “DESCRIPTION OF THE NOTES” (other than information under the heading “Book-Entry-Only System”), “REVENUES, FUNDS AND ACCOUNTS,” “OPERATION OF FUNDS AND ACCOUNTS,” “TAX MATTERS” and “AMORTIZABLE BOND PREMIUM” of, and in Appendices B-1, C and E-1 to, this Official Statement, and insofar as such statements purport to summarize certain provisions of the Act, the Notes, the Indenture, Bond Counsel’s legal opinion and amortizable bond premium on the Notes, they present, in all material respects, an accurate summary thereof. Bond Counsel has not undertaken to review the accuracy or completeness of statements under any other heading of this Official Statement, expresses no opinion thereon and assumes no responsibility in connection therewith. Certain legal matters will be passed upon for the Bond Bank by its general counsel with respect to the Program, Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana. Certain legal matters will be passed upon for the Underwriter by its counsel, Faegre Baker Daniels LLP, Indianapolis, Indiana, and for the Bank, by its counsel, Krieg DeVault LLP, Indianapolis, Indiana.

Bose McKinney & Evans LLP, Indianapolis, Indiana serves as bond counsel to the Qualified Entities in connection with the issuance and sale of the Warrants to the Bond Bank and will be passing on certain legal matters in connection therewith.

The remedies available to the Trustee, to the Bond Bank or to the owners of the Notes upon an Event of Default under the Indenture, under the terms of any of the Warrants purchased by the Bond Bank, under the terms of any Agreement or under the terms of the Credit Facility Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Warrants, the Agreements or the Credit Facility Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the

United States of America. These exceptions would encompass any exercise of any of the Qualified Entity's police powers in a manner consistent with the public health and welfare. Enforceability of the Indenture, the Warrants or the Agreements in situations where such enforcement may adversely affect public health and welfare may be subject to the police powers of the State or any of the Qualified Entities.

RATING

The Notes are rated "SP-1" by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"). Such rating reflects only the view of S&P, and any desired explanation of the significance of such rating should be obtained from S&P at 55 Water Street, New York, New York 10041. The rating is not a recommendation to buy, sell or hold the Notes. There is no assurance that such rating will remain in effect for any given period of time or that the rating will not be lowered or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect upon the market price or marketability of the Notes.

UNDERWRITING

Under a note purchase contract entered into between the Underwriter listed on the cover page of this Official Statement and the Bond Bank, the Notes are being purchased by the Underwriter for reoffering at an aggregate purchase price of \$_____. The purchase price reflects the original principal amount of the Notes, \$_____, plus an original issue premium of \$_____, less an Underwriter's discount of \$_____. The note purchase contract provides that the Underwriter will purchase all of the Notes if any are purchased. The obligations of the Bond Bank to deliver the Notes and of the Underwriter to accept delivery of the Notes are subject to various conditions contained in the contract of purchase.

The Underwriter has agreed to make an initial public offering of all of the Notes at a yield not less than the yield set forth on the cover page of this Official Statement. The Underwriter may offer and sell the Notes to certain dealers (including dealers depositing the Notes into investment trusts) at prices lower than the initial public offering prices reflected on the cover page of this Official Statement.

CERTAIN RELATIONSHIPS

JPMorgan Chase Bank, National Association, which is providing the Credit Facility pursuant to the Credit Facility Agreement, and J.P. Morgan Securities LLC, which is serving as the Underwriter, are direct or indirect subsidiaries of JPMorgan Chase & Co.

CONTINUING DISCLOSURE

General

Pursuant to the terms of the Indiana Bond Bank Continuing Disclosure Agreement (the "Disclosure Agreement"), the Bond Bank, while the Notes are outstanding (unless the Notes are defeased), has agreed to provide to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system, in an electronic format and

accompanied by identifying information as is prescribed by the MSRB within a timely manner not in excess of ten (10) business days after the occurrence of such event, the following event notices with respect to the Notes:

- 1) principal and interest payment delinquencies;
- 2) non-payment related defaults, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws);
- 3) unscheduled draws on debt service reserves reflecting financial difficulties;
- 4) unscheduled draws on credit enhancements reflecting financial difficulties;
- 5) substitution of credit or liquidity providers, or their failure to perform;
- 6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- 7) modifications to rights of security holders, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws);
- 8) bond calls, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws), and tender offers;
- 9) defeasances;
- 10) release, substitution or sale of property securing repayment of the securities, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws);
- 11) rating changes;
- 12) bankruptcy, insolvency, receivership or similar event of the obligated person (such event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.);
- 13) consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws); and
- 14) appointment of a successor or additional trustee or the change of name of a trustee, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws).

Each Qualified Entity, while the Notes are outstanding or until its Warrants are legally defeased, redeemed or paid in full, has agreed to provide to the Bond Bank the preceding event notices with respect to its Warrants in a timely manner not in excess of ten (10) business days after the occurrence of such event. The disclosure obligations of the Bond Bank and each of the Qualified Entities are referenced as the “Undertakings.”

Remedy

The purpose of the Undertakings is to enable the Underwriter to purchase the Notes in satisfaction of subsection (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule 15c2-12”). The Undertakings are solely for the benefit of the holders and Beneficial Owners of the Notes. The sole remedy against the Bond Bank or any Qualified Entity for any failure to carry out any provision of the Undertakings shall be for specific performance of the Bond Bank’s or such Qualified Entity’s disclosure obligations under the Undertakings. The Trustee may (and, at the request of the holders of at least 25% in aggregate principal amount of Outstanding Notes, shall), or any holder or Beneficial Owner of the Notes, may seek a mandate or specific performance by court order to cause the Bond Bank or Qualified Entity to comply with its obligations under the Undertakings. For the purposes of this section only, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding any Notes through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Note for federal income tax purposes.

Failure on the part of the Bond Bank or any Qualified Entity to honor its Undertaking shall not constitute a breach or default under the Notes, the Indenture, the Warrants or any other agreement to which the Bond Bank or the Qualified Entity is a party.

Modification of Undertakings

The Bond Bank, the Trustee and any Qualified Entity may, from time to time, amend any provision of the Undertakings without the consent of the holders or Beneficial Owners of the Notes if: (a) such amendment (if related to certain provisions of the Undertakings) is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Bond Bank or any Qualified Entity or type of business conducted, (b) the respective Undertaking, as so amended, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of Rule 15c2-12 on the date of execution thereof, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances, and (c) such amendment either (i) is approved by the holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or (ii) in the opinion of nationally recognized bond counsel, does not materially impair the interests of the holders or Beneficial Owners of the Notes.

Copies of the Undertakings are available from the Bond Bank upon request.

Bond Bank Compliance with Previous Undertakings

In the previous five years, the Bond Bank has never failed to comply, in all material respects, with any previous undertakings in a written contract or agreement that it has entered into pursuant to subsection (b)(5) of Rule 15c2-12. The Bond Bank makes no representation or warranty, and expresses no view or opinion, regarding whether, during the previous five years, any of the Qualified Entities has ever failed to comply, in all material respects, with any previous undertakings in a written contract or agreement that the respective Qualified Entities have entered into pursuant to subsection (b)(5) of Rule 15c2-12.

MISCELLANEOUS

The Bond Bank's offices are located at 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204, telephone (317) 233-0888.

All quotations from, and summaries and explanations of, the Act, the Indenture, the Credit Facility Agreement and the Agreements contained in this Official Statement do not purport to be complete and reference is made to each such document or instrument for full and complete statements of its provisions. The attached Appendices are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in a reasonable quantity of the Act, the Indenture, the form of Agreement, the Credit Facility Agreement and the supplemental materials furnished to the Bond Bank by the Qualified Entities may be obtained upon request directed to the Bond Bank.

The Bond Bank's financial statements can be found at its website at www.in.gov/tos/bond and are also available upon written request to the Bond Bank. In addition, certain other information concerning the Bond Bank is available to the Trustee and holders of the Notes pursuant to the Indenture.

Neither any advertisement of the Notes nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Notes. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bond Bank.

INDIANA BOND BANK

By: _____
Chair

APPENDIX A

**SUMMARY OF INFORMATION
REGARDING THE QUALIFIED ENTITIES**

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THE QUALIFIED ENTITIES

The proceeds of the Notes are anticipated to be used by the Trustee on behalf of the Indiana Bond Bank ("Bond Bank") to purchase Warrants from the respective Qualified Entities set forth in this Appendix A. As of the date of the issuance of the Notes, such Qualified Entities will have entered into warrant purchase agreements with the Bond Bank. The Bond Bank may also use the proceeds of the Notes to purchase Warrants from other Qualified Entities or in additional amounts from Qualified Entities participating in the Program if for any reason a Qualified Entity described in this Appendix A does not participate, either in whole or in part, in the Program.

The following Qualified Entities, as further described below, have a taxpayer or industry group of taxpayers that in the aggregate comprise ten percent (10%) or more of the Assessed Valuation of the Qualified Entity:

<u>Qualified Entity</u>	<u>Total Warrants as a Percentage of Total Borrowing</u>
City of Marion	8.23 %
Crawfordsville Community School Corporation	2.94
DeKalb County Eastern Consolidated School District (C.S.D.)	4.01
Northwestern C.S.D. of Shelby County	0.87
Speedway Public Library	0.20
Decatur Township (Marion County)	3.03
Wayne Township (Allen County)	1.25

QUALIFIED ENTITIES

City of Marion – City of Marion is located in Grant County in the central northeastern part of Indiana. The largest taxpayer in the City is an automotive manufacturer (General Motors Corporation) which comprises 16% of the Assessed Valuation of the City of Marion.

Crawfordsville Community School Corporation – Crawfordsville Community School Corporation is located in Montgomery County in western Indiana. The largest taxpayer in the School Corporation is a publishing company (RR Donnelley Inc.) which comprises 15% of the Assessed Valuation of Crawfordsville Community School Corporation.

DeKalb County Eastern C.S.D. – DeKalb County Eastern C.S.D. is located in DeKalb County in northeastern Indiana. Seven steel producers/manufacturers (Steel Dynamics Incorporated – 44%, Nucor Fastener – 2%, New Millennium – 1%, Vulcraft – 1%, H.S. Processing – 1%, New Process Steel – 0.5%, and Butler Mill Service – 0.5%) jointly comprise 50% of the Assessed Valuation of DeKalb County Eastern C.S.D.

Northwestern C.S.D. of Shelby County – The Northwestern C.S.D. of Shelby County is located in Shelby County in central southeastern part of Indiana. The largest taxpayer in the School District is a Racino (Indiana Grand Racing & Casino) which comprises 35% of the Assessed Valuation of the Northwestern C.S.D. of Shelby County.

Speedway Public Library – Speedway Public Library is located in Marion County in central Indiana. The largest taxpayer in the Library District is a racing facility (Indianapolis Motor Speedway) which comprises 13% of the Assessed Valuation of Speedway Public Library.

Decatur Township (Marion County) – Decatur Township is located in Marion County in central Indiana. The largest taxpayer in the Township is a courier company (Federal Express) which comprises 16% of the Assessed Valuation of Decatur Township.

Wayne Township (Allen County) – Wayne Township is located in Allen County in northeastern Indiana. One of the largest taxpayers in the Township is an automotive manufacturer (General Motors Corporation) which comprises 10% of the Assessed Valuation of Wayne Township. Also, three healthcare providers (IOM Health Systems – 8%, Parkview Health Systems – 4%, and St. Joseph Health Systems – 3%) jointly comprise 15% of the Assessed Valuation of Wayne Township.

Reports

Copies of the most recent State Board of Accounts Audit Reports, unaudited annual financial reports for units of government other than school corporations, and Form 9s (unaudited semi-annual financial report for school corporations) for the last two calendar years have been furnished to the Bond Bank by the Qualified Entities described in this Appendix A, and may be obtained in reasonable quantities upon request directed to the Bond Bank, 10 West Market Street, Suite 2980, Indianapolis, Indiana 46204, telephone (317) 233-0888. Copies of State Board of Accounts Audit Reports for units other than school corporations are available from the State Board of Accounts, 302 West Washington Street, Room E418, Indiana Government Center South, Indianapolis, Indiana 46204 or at <http://www.in.gov/sboa/>. Unaudited annual financial reports can be found at <https://gateway.ifonline.org>. Copies of Form 9s are also available from the Indiana Department of Education, Division of School Finance, Room 229, State House, Indianapolis, Indiana 46204 or at <http://www.doe.in.gov/>.

Information Pertaining to the Qualified Entity and its Warrant Borrowings

Certain information pertaining to the Qualified Entities anticipated to issue Warrants to be purchased with the proceeds of the Notes is set forth in tabular form in this Appendix A under the heading "Qualified Entities Borrowing Information." Such information includes, for each respective Qualified Entity, the following: the County or Counties in which the Qualified Entity is situated; the Fund of such Qualified Entity for which a Warrant is anticipated to be issued; the 2016 Estimated Ad Valorem Property Tax Levy or for School General Funds the estimated December 2016 Tuition Support Distribution; the most recent estimated property tax year revenue loss due to the circuit breaker tax credit as provided by the Department of Local Government Finance; the estimated adjusted Ad Valorem Property Tax Levy; the Maximum Allowable Borrowing for such Qualified Entity under the Program limitations established by the Bond Bank (see the caption "THE PROGRAM -- Program Participation and Borrowing Limits" in this Official Statement); the anticipated Principal Amount of New Warrant to mature on the First Settlement Payment Due Date; the anticipated Principal Amount of New Warrant to mature on the December Settlement Payment Due Date; the Warrants as a Percentage of Aggregate Principal Amount is the comparison of the Warrants anticipated to be issued for such Qualified Entity to the total principal amount of all Warrants; the Total 2016 Estimated Fund Revenues to be received by the Qualified Entity for the Fund for the calendar year 2016; and the Average Percentage of Tax Collections for the calendar years 2012, 2013, and 2014 for the Qualified Entity.

APPENDIX A
(Continued)

The information described above and set forth in tabular form in this Appendix A, unless otherwise indicated, was obtained from information submitted to the Bond Bank by the Qualified Entities and, while believed to be reliable, has not been verified by independent investigation. The Bond Bank will require that each of the Qualified Entities certify, as of the date that its respective Warrants are purchased by the Bond Bank, that the information contained in this Official Statement relating to such Qualified Entities and their respective Warrants was correct as of the date of this Official Statement and continues to be correct as of the date that its respective Warrants are purchased by the Bond Bank. The material set forth in this Appendix A is for information and background purposes only and is not intended and should not be deemed to be a comprehensive or exhaustive presentation of all financial and economic information which may be pertinent with respect to each Qualified Entity. Further, the information in this Appendix A does not represent an analysis or representation of all of the detailed financial and other information reviewed by the Bond Bank and Crowe Horwath LLP in the course of the Bond Bank's determination to purchase the Warrants of the Qualified Entities.

INDIANA BOND BANK
2016 Advance Funding Program
Qualified Entities Borrowing Information

Qualified Entity	County or Counties	Fund (1)	Estimated Ad Valorem Property Tax Levy or Tuition Support (2)	Estimated Loss Due to Circuit Breaker (3)	Estimated Adjusted Ad Valorem Property Tax Levy (4)	Maximum Allowable Borrowing (5)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2016 Fund Revenues (6)	Average Percentage of Tax Collections for 2012, 2013, and 2014 (7)
Schools											
Attica Consolidated School Corporation	Fountain	CP DS	\$ 639,955 1,250,301	\$ 36,823 676	\$ 603,132 1,249,625	\$ 241,252 499,850	\$ - -	\$ 87,478 212,980	0.41 %	\$ 760,000 1,393,500	115.91 %
Baugo Community Schools	Elkhart	CP T	1,518,208 792,615	24,156 12,628	1,492,052 779,987	596,820 311,994	- 20,821	437,285 311,994	1.04	1,648,000 1,067,173	97.36
Beech Grove City Schools	Marion	DS PDS REF	5,086,927 625,065 1,460,451	1,037,943 127,429 605	4,048,984 497,636 1,459,846	1,619,593 199,054 583,938	- 34,606 313,911	1,089,143 97,028 583,938	2.86	5,118,000 396,000 2,133,804	69.54
Brownsburg Community School Corporation	Hendricks	DS	19,791,886	2,401	19,789,485	7,915,794	-	5,078,622	6.86	19,254,386	86.66
Center Grove Community School Corporation	Johnson	CP T	5,827,735 3,103,592	368,994 196,510	5,458,741 2,907,082	2,183,496 1,162,832	- -	1,768,986 731,585	3.38	6,607,004 3,505,006	98.41
Crawfordsville Community School Corporation	Montgomery	CP DS PDS REF T	962,871 2,042,405 524,171 1,955,113 857,146	189,079 9,704 2,490 8,705 168,318	773,792 2,032,701 521,681 1,946,408 688,828	309,516 813,080 208,672 778,563 275,531	251,184 - - - 171,022	309,516 706,087 113,724 349,178 275,531	2.94	1,121,690 2,649,227 428,479 1,915,261 869,382	83.45
DeKalb County Eastern C.S.D.	DeKalb	CP DS T TB	2,519,059 3,052,403 1,225,369 119,745	12,454 1,588 6,058 592	2,506,605 3,050,815 1,219,311 119,153	1,002,642 1,220,326 487,724 47,661	240,384 - 34,383 -	1,002,642 1,198,400 487,724 6,905	4.01	2,759,228 3,122,261 1,465,004 248,283	98.32
Evansville Vanderburgh School Corporation	Vanderburgh	CP T	19,145,861 14,275,249	2,541,077 1,894,640	16,604,784 12,380,609	6,641,913 4,952,243	- -	1,485,605 3,423,496	6.63	18,384,955 13,868,824	91.85
Jay County School Corporation	Jay	CP	2,827,020	53,133	2,773,887	1,109,554	-	1,100,000	1.49	3,539,388	97.92
M.S.D. of Wabash County	Wabash	CP T	1,971,119 1,139,863	11,300 6,535	1,959,819 1,133,328	783,927 453,331	- -	721,133 122,053	1.14	1,835,450 1,335,326	102.67
M.S.D. of Warren Township	Marion	CP T	9,742,745 7,414,875	2,151,807 1,637,668	7,590,938 5,777,207	3,036,375 2,310,882	- 486,596	1,434,138 2,310,882	5.71	9,420,000 7,430,000	87.77
Monroe Central School Corporation	Randolph	CP T TB	801,851 695,458 153,915	25,208 29,129 6,447	576,643 666,329 147,468	230,857 266,531 58,987	86,511 66,985 31,261	230,657 266,531 58,987	1.00	829,200 885,200 187,241	97.64
North Vermillion Community School Corp.	Vermillion	CP T	857,820 216,791	7,574 1,914	850,246 214,877	340,098 85,950	- 85,950	332,479 85,950	0.68	1,608,803 1,221,303	102.90
Northwestern C.S.D. of Shelby County	Shelby	CP T	1,044,066 610,811	1,184 693	1,042,882 610,118	417,152 244,047	67,041 -	417,152 159,833	0.87	1,422,556 953,412	107.09
Plainfield Community School Corporation	Hendricks	CP T	4,289,055 1,858,652	317,437 137,580	3,971,618 1,721,082	1,588,647 688,436	222,724 -	1,588,647 353,705	2.92	5,723,342 1,977,096	95.82

A-4

The footnotes, as referenced above and shown on page A-7 of this Appendix, are a material part of this table and should be reviewed carefully.

APPENDIX A
(Continued)

INDIANA BOND BANK
2016 Advance Funding Program
Qualified Entities Borrowing Information

Qualified Entity	County or Counties	Fund (1)	Estimated Ad Valorem Property Tax Levy or Tuition Support (2)	Estimated Loss Due to Circuit Breaker (3)	Estimated Adjusted Ad Valorem Property Tax Levy (4)	Maximum Allowable Borrowing (5)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2016 Fund Revenues (6)	Average Percentage of Tax Collections for 2012, 2013, and 2014 (7)
Randolph Central School Corporation	Randolph	CP	\$ 1,087,142	\$ 117,124	\$ 970,018	\$ 388,007	\$ -	\$ 315,435	0.78 %	\$ 970,500	91.04 %
		PDS	271,405	188	271,217	108,486	-	3,201		272,548	
		T	969,140	104,411	864,729	345,891	-	256,208		914,000	
Rensselaer Central School Corporation	Jasper	T	672,108	183	671,925	268,770	-	189,726	0.25	675,000	103.00
Richland-Bean Blossom Comm. School Corp.	Monroe	DS	4,303,716	11,646	4,292,070	1,716,828	-	1,592,258	3.09	4,434,982	98.93
		T	918,021	29,727	888,294	355,317	344,388	355,317		1,027,021	
School City of Hobart	Lake	CP	1,461,050	52,968	1,408,082	563,232	-	524,747	1.79	1,546,545	92.09
		DS	1,403,566	1,055	1,402,511	561,004	-	395,911		2,019,298	
		T	1,450,785	52,596	1,398,189	559,275	-	405,517		1,551,099	
South Henry School Corporation	Henry	CP	480,898	3,217	477,681	191,072	41,588	191,072	0.30	629,934	106.29
Taylor Community School Corporation	Howard	CP	601,646	327,563	274,083	109,633	109,633	109,633	0.50	726,200	89.54
		T	667,965	363,671	304,294	121,717	26,820	121,717		840,400	
Wawasee Community School Corporation	Kosciusko	G	1,672,633	-	1,672,633	1,338,106	-	960,758	1.84	18,900,000	104.55
		T	1,963,613	3,057	1,960,556	784,222	-	403,392		1,900,000	
Westfield Washington Schools	Hamilton	CP	5,285,206	4,455,832	829,374	331,749	331,749	331,749	6.27	5,049,142	81.42
		G	3,499,096	-	3,499,096	2,799,276	-	732,893		44,349,897	
		REF	5,185,556	875	5,184,681	2,073,872	692,638	2,073,872		6,166,803	
		T	3,802,868	3,205,939	596,729	238,691	238,691	238,691		3,345,820	
Total of All Schools			155,894,382	19,760,511	136,133,871	56,522,216	3,898,886	38,142,091	56.76		
Cities and Townships											
City of Beech Grove	Marion	G	5,836,100	2,471,808	3,364,292	1,345,716	550,000	899,038	2.00	8,215,276	63.93
		PP	74,716	31,645	43,071	17,228	15,278	15,278		624,411	
City of Hobart	Lake	G	11,694,967	157,326	11,537,641	4,615,056	1,429,055	4,615,056	8.16	15,581,788	103.88
City of Lawrence	Marion	G	9,473,108	1,196,889	8,276,219	3,310,487	-	2,380,410	3.21	19,370,500	93.22
City of Marion	Grant	AV	239,620	38,379	201,241	80,496	42,763	80,496	8.23	362,993	89.36
		CCD	276,366	44,264	232,102	92,840	-	84,913		316,784	
		DS	198,279	341	197,938	79,175	54,238	54,238		144,234	
		G	14,881,869	2,351,511	12,330,358	4,932,143	87,052	4,932,143		19,950,932	
		MVH	535,891	85,831	450,060	180,024	180,024	180,024		2,088,889	
		P&R	551,967	88,405	463,562	185,424	120,074	185,424		665,134	
P&RDS	678,284	1,168	677,116	270,846	-	90,874	393,326				
City of Portage	Porter	EMB	2,855,674	331,267	2,524,407	1,009,762	952,206	1,009,762	10.30	2,808,281	92.06
		G	9,558,446	1,108,811	8,449,635	3,379,854	1,051,766	3,379,854		14,654,982	
		MVH	1,248,808	144,843	1,103,965	441,506	352,616	441,506		3,087,836	
		P&R	915,468	106,197	809,271	323,708	115,375	323,708		938,818	

A-5

The footnotes, as referenced above and shown on page A-7 of this Appendix, are a material part of this table and should be reviewed carefully.

APPENDIX A
(Continued)

INDIANA BOND BANK
2016 Advance Funding Program
Qualified Entities Borrowing Information

Qualified Entity	County or Counties	Fund (1)	Estimated Ad Valorem Property Tax Levy or Tuition Support (2)	Estimated Loss Due to Circuit Breaker (3)	Estimated Adjusted Ad Valorem Property Tax Levy (4)	Maximum Allowable Borrowing (5)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2016 Fund Revenues (6)	Average Percentage of Tax Collections for 2012, 2013, and 2014 (7)
City of Valparaiso	Porter	FTG	\$ 6,076,863	\$ 494,476	\$ 5,582,387	\$ 2,232,954	\$ 275,745	\$ 2,232,954	3.39 %	\$ 6,781,552	86.92 %
Decatur Township	Marion	F	7,264,301	2,143,679	5,120,622	2,048,248	193,079	2,048,248	3.03	8,743,282	74.50
Penn Township	St. Joseph	F	1,715,306	803	1,714,503	685,801	-	524,707	0.71	2,369,252	98.46
Washington Township	Hendricks	F	6,483,937	1,364,192	5,119,745	2,047,898	-	1,200,000	1.62	8,006,361	81.53
Wayne Township	Allen	TA	2,843,329	453,720	2,389,609	955,843	-	922,385	1.25	3,535,076	87.79
Total of All Cities and Townships			83,203,099	12,615,555	70,587,544	28,235,009	5,419,271	25,600,998	41.90		
Libraries											
Brazil Public Library	Clay	O	291,054	622	290,432	116,172	-	108,210	0.14	529,244	101.54
Elkhart Public Library	Elkhart	O	5,047,515	831,225	4,216,290	1,686,516	-	322,922	0.44	5,771,263	79.27
Mishawake-Penn-Harris Public Library	St. Joseph	DS	901,334	256	901,078	360,431	-	53,838	0.56	877,707	101.44
		O	3,899,833	338,546	3,561,287	1,424,514	-	362,659		5,002,550	
Speedway Public Library	Marion	O	874,250	46,270	827,980	331,192	-	152,069	0.20	983,980	96.69
Total of All Libraries			11,013,986	1,216,819	9,797,067	3,918,825	-	999,698	1.34		
Total of All Qualified Entity Borrowing			\$ 250,111,467	\$ 33,592,985	\$ 216,518,482	\$ 88,676,050	\$ 9,318,157	\$ 64,742,787	100.00 %		

9-A

The footnotes, as referenced above and shown on page A-7 of this Appendix, are a material part of this table and should be reviewed carefully.

APPENDIX A
(Continued)

INDIANA BOND BANK
2016 Advance Funding Program
Qualified Entities Borrowing Information

(1) AV	Aviation
CCD	Cumulative Capital Development
CP	Capital Projects
DS	Debt Service
EMB	Employee Medical Benefits/Health Insurance
F	Fire
FTG	Fire Protection Territory General Fund
G	General
MVH	Motor Vehicle Highway
O	Operating
P&R	Park and Recreation
P&RDS	Park and Recreation Debt Service
PDS	Pension Debt Service
PP	Police Pension
REF	Referendum
T	Transportation
TA	Township Assistance
TB	Bus Replacement

- (2) For purposes of determining the maximum allowable borrowing, the Department of Local Government Finance has certified levies for the most recently available calendar year. Commencing in 2009, the general funds of all school corporations in the State are no longer funded by ad valorem property taxes. Instead, the primary source of funding for such general funds is State tuition support distributions. The amounts provided for school general funds reflect 80% of the anticipated December 2016 Tuition Support distribution.
- (3) These amounts represent the Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits for each fund, if applicable, as further described in "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES - Procedures for Property Assessment, Tax Levy and Collection." The Anticipated Property Tax Reductions are based on the most recent property tax year circuit breaker credits provided by the Department of Local Government Finance.
- (4) These amounts represent the Estimated Ad Valorem Property Tax Levy less the Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits, if applicable, as further described in "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES - Procedures for Property Assessment, Tax Levy and Collection."
- (5) Based upon the borrowing limitation under the Program which limits amounts borrowed to 80% of the respective estimated First Settlement and/or December Settlement of Ad Valorem Property Taxes or in the case of School Corporation General Funds, 80% of the December 2016 Tuition Support distribution. See "Principal Amount of New Warrant" columns in this table for the actual principal amounts to be borrowed against the estimated First Settlement, December Settlement, and/or December 2016 Tuition Support distribution.
- (6) Includes Ad Valorem Property Taxes and all other revenues of the Fund estimated to be collected during the calendar year 2016. The 2016 Ad Valorem Property Taxes and, in some cases, December 2016 Tuition Support has been pledged and appropriated for the payment of the Warrants.
- (7) Represents the average of ratios of annual Ad Valorem Property Taxes collected to gross Ad Valorem Property Taxes levied in each year (2012, 2013 and 2014 - the last years for which such information is available). The gross levy has not been reduced to reflect losses due to circuit breaker.

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APPENDIX B

DEFINITIONS

B-1 Certain Definitions Used in Indenture

B-2 Certain Definitions Used in Warrant Purchase Agreement

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APPENDIX B-1

CERTAIN DEFINITIONS USED IN INDENTURE

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CERTAIN DEFINITIONS

The following are definitions of certain of the terms used in this Official Statement and defined in the Indenture.

“Account” means any of the accounts established, held and disbursed by the Trustee under the Indenture.

“Act” means Indiana Code 5-1.5, as amended.

“Authorized Officer” means the Chair, the Vice Chair or the Executive Director of the Bond Bank.

“Authorized Official” means the duly elected or appointed treasurer, controller, clerk-treasurer, school superintendent, school business manager, township trustee or other authorized financial official of a Qualified Entity or, to the extent permitted by law, an authorized deputy thereof.

“Bank” means the issuer of the outstanding Credit Facility, which shall be an entity rated in one of the three full highest rating categories by S&P at the time of execution of the Credit Facility Agreement, and initially means JPMorgan Chase Bank, National Association.

“Business Day” means any day other than a Saturday, a Sunday, a legal holiday or any other day on which banking institutions in Indiana or New York are authorized by law to close or to remain closed.

“Cash Flow Certificate” means a Positive Cash Flow Certificate or an Improving Cash Flow Certificate.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of the issuance of the Notes, and the applicable judicial decisions and published rulings and any applicable regulations promulgated or proposed thereunder or under the Internal Revenue Code of 1954.

“Credit Facility” means the credit facility extended by the Bank, effective on the date of issuance of the Notes, pursuant to the Credit Facility Agreement.

“Credit Facility Agreement” means the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016, between the Bond Bank and the Bank providing for the timely payment, when due, of a portion of the principal of and interest on the Notes, all subject to such conditions and under such terms as described in Article X of the Indenture.

“Fiscal Year” means, when applied to a Qualified Entity, the fiscal year of each Qualified Entity which commences on the first day of January of a calendar year and terminates on the last day of December of such calendar year and, when applied to the Bond Bank, the fiscal year of

the Bond Bank which commences on the first day of July of a calendar year and terminates on the last day of June of the immediately succeeding calendar year.

“Fund” means any of the funds established, held and disbursed by the Trustee under the Indenture.

“Government Obligations” means: (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration, General Services Administration, Government National Mortgage Association, Federal Maritime Administration and Small Business Administration; which obligations include, but are not limited to, certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such certificates or receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of the principal of, premium, if any, and interest on which (i) is unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (a); all to the extent such investments are permitted by law.

“Improving Cash Flow Certificate” means a certificate prepared by the Bond Bank in accordance with the Indenture to the effect that, in its judgment, the action proposed to be taken by the Bond Bank will result in the same or greater ability of the Bond Bank to pay projected required debt service on all outstanding Notes from Revenues expected to be received after taking such action in each Fiscal Year, together with other moneys in the Funds and Accounts under the Indenture (other than the Rebate Fund) available therefor in accordance with the Indenture, than would otherwise have been the case without the taking of such action.

“Investment Securities” means any of the following to the extent such investments are permitted by law:

(a) Government Obligations;

(b) certificates of deposit fully and promptly secured at all times by Government Obligations; provided, that such certificates are with commercial banks, savings and loan associations, mutual savings banks or credit unions, including the Trustee, which are rated at least AA or higher by S&P;

(c) certificates of deposit, savings accounts, deposit accounts or depository receipts of commercial banks, savings and loan associations, mutual savings banks or credit unions, including the Trustee, which are fully insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and which are rated at the time of purchase at least AA or higher by S&P;

(d) repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any banking association, including the Trustee, or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York; provided, that any such bank, trust company or dealer is rated, at the time of purchase, at least AA or higher by S&P; and provided further, that each repurchase agreement is secured by Government Obligations having at all times a market value not less than 102% of the principal amount of such repurchase agreement; and

(e) shares of mutual funds or money market funds that invest only in Government Obligations that are rated in the highest category by S&P.

“Note Registrar” or “Registrar” means the Trustee acting as such under the Indenture.

“Payment Date” means any date on which principal and interest is payable on the Notes.

“Positive Cash Flow Certificate” means a certificate prepared in accordance with the Indenture to the effect that immediately after the occurrence or nonoccurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with moneys expected to be held in the Funds and Accounts (other than the Rebate Fund) and available therefor as provided in the Indenture, will at least be sufficient on each Payment Date to provide for the payment of the principal of and interest on the Outstanding Notes due on each such date and the payment of Program Expenses, if any.

“Program,” when used with respect to a Note or Notes, means the program of the Bond Bank for purchasing Warrants of Qualified Entities from proceeds of the Notes pursuant to the Act.

“Program Expenses” means the expenses authorized to be incurred by the Bond Bank from time to time in connection with the implementation, operation and continuation of the Program, as set forth in the Indenture.

“Revenues” means the income, revenues and profits of the Funds and Accounts under the Indenture, as referred to in the granting clauses of the Indenture.

“S&P” means Standard & Poor’s, a division of The McGraw-Hill Companies, New York, New York.

“Supplemental Indenture” means any indenture supplemental to or amendatory of the Indenture as originally executed, which is duly executed in accordance with the provisions of the Indenture.

“Warrants” means the warrants issued by Qualified Entities which are parties to the Warrant Purchase Agreements, which warrants are issued in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection by a Qualified Entity (and in the case of: (a) a school corporation, may in addition, in the sole discretion of the Bond Bank, be issued in anticipation of State tuition support distributions to be received by such school corporation on or before December 30, 2016; or (b) a township, may in addition, in the sole

discretion of the Bond Bank, be issued in anticipation of other revenues to be collected by such township on or before December 30, 2016), and which are purchased by the Trustee on behalf of the Bond Bank in accordance with the Indenture.

APPENDIX B-2

CERTAIN DEFINITIONS USED IN WARRANT PURCHASE AGREEMENT

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CERTAIN DEFINITIONS

The following are definitions of certain terms used in this Official Statement and defined in the Warrant Purchase Agreement.

“County Auditor” means the authorized officer of the county in which a Qualified Entity is located with jurisdiction and responsibility for the remittance of tax revenues collected for such Qualified Entity.

“Cumulative Cash Flow Deficit” means, with respect to any fund of a Qualified Entity upon which Warrants are issued, the excess of the expenses paid during the Tax Period which would ordinarily be paid out of such fund or financed by anticipated tax or other revenues of such fund, over the aggregate amount available (other than from proceeds of the Warrants) during the Tax Period for the payment of such expenses.

“Net Levied Property Taxes” means the gross ad valorem property taxes levied by a Qualified Entity, less the aggregate amount of all credits against such ad valorem property tax liability to which taxpayers of the Qualified Entity are legally entitled, including, without limitation, the credits for all property taxes that exceed certain percentages of the gross assessed value of certain properties as set forth in Indiana Code 6-1.1-20.6 (commonly referred to as the Circuit Breaker Tax Credit).

“Outstanding” or “Outstanding Warrant” means, when used with reference to the Warrants, the unpaid amount of any Warrant purchased by the Bond Bank pursuant to an Agreement and not theretofore paid by a Qualified Entity.

“Reinvestment Rate” means the greater of (a) the original interest rate on the Warrants or (b) the per annum rate of interest equal to the defined rate or index specified for use in fixing or setting the per annum rate charged by the Bank for funds borrowed under the Credit Facility Agreement with the Bond Bank.

“Tax Period” means the period beginning on the date of issuance of the Warrants and ending on the earlier of the date six months after such date of issuance or the date of the computation of the Cumulative Cash Flow Deficit.

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APPENDIX C

PROPOSED FORM OF BOND COUNSEL OPINION

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PROPOSED FORM OF BOND COUNSEL OPINION

Upon delivery of the Notes, Barnes & Thornburg LLP, bond counsel,
proposes to deliver an opinion in substantially the following form:

January __, 2016

Indiana Bond Bank
Indianapolis, Indiana

Re: Indiana Bond Bank
Advance Funding Program Notes, Series 2016A

Ladies and Gentlemen:

We have acted as bond counsel to the Indiana Bond Bank (the "Issuer") in connection with the issuance by the Issuer of its Advance Funding Program Notes, Series 2016 A, dated January __, 2016 (the "Notes"), in the aggregate principal amount of \$_____, pursuant to Indiana Code 5-1.5, as amended, and the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Issuer and The Huntington National Bank, as trustee. In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer contained in the Indenture, the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the Qualified Entities (as defined in the Indenture) and others, including, without limitation, certifications contained in the tax and arbitrage certificate of the Issuer, dated the date hereof, and the tax and arbitrage certificates of each of the Qualified Entities, dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the legal opinion of Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, special counsel to the Issuer, dated the date hereof, as to the matters stated therein. We have relied upon the report of Crowe Horwath LLP, Indianapolis, Indiana, independent certified public accountants, dated the date hereof, as to the matters stated therein.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is a body corporate and politic, validly existing under the laws of the State of Indiana (the "State"), with the corporate power to enter into the Indenture and perform its obligations thereunder and to issue the Notes.

2. The Notes have been duly authorized, executed and delivered by the Issuer and are valid and binding limited obligations of the Issuer, enforceable in accordance with their terms. The Notes are payable solely from the Trust Estate (as defined in the Indenture).

3. The Indenture has been duly authorized, executed and delivered by the Issuer and is a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

4. Under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"), interest on the Notes is excludable from gross income for federal income tax purposes. The opinion set forth in the preceding sentence is subject to the condition that each of the Issuer and the Qualified Entities comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. Each of the Issuer and the Qualified Entities has covenanted or represented that it will comply with such requirements. Failure to comply with certain of such requirements may cause interest on the Notes to become included in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

5. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

6. Interest on the Notes is exempt from income taxation in the State for all purposes, except the State financial institutions tax.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement, dated January __, 2016, or any other offering material relating to the Notes.

We express no opinion regarding any tax consequences arising with respect to the Notes, other than as expressly set forth herein.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) the enforceability of such document or instrument may be limited by public policy; and (iv) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that, in our opinion, the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

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APPENDIX D

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

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JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

JPMorgan Chase Bank, National Association (the “Bank”) is a wholly owned subsidiary of JPMorgan Chase & Co., a Delaware corporation whose principal office is located in New York, New York. The Bank offers a wide range of banking services to its customers, both domestically and internationally. It is chartered and its business is subject to examination and regulation by the Office of the Comptroller of the Currency.

As of September 30, 2015, JPMorgan Chase Bank, National Association, had total assets of \$1,954.1 billion, total net loans of \$701.3 billion, total deposits of \$1,302.9 billion, and total stockholder’s equity of \$193.9 billion. These figures are extracted from the Bank’s unaudited Consolidated Reports of Condition and Income (the “Call Report”) as of September 30, 2015, prepared in accordance with regulatory instructions that do not in all cases follow U.S. generally accepted accounting principles. The Call Report including any update to the above quarterly figures is filed with the Federal Deposit Insurance Corporation and can be found at www.fdic.gov.

Additional information, including the most recent annual report on Form 10-K for the year ended December 31, 2014, of JPMorgan Chase & Co., the 2014 Annual Report of JPMorgan Chase & Co., and additional annual, quarterly and current reports filed with or furnished to the Securities and Exchange Commission (the “SEC”) by JPMorgan Chase & Co., as they become available, may be obtained without charge by each person to whom this Official Statement is delivered upon the written request of any such person to the Office of the Secretary, JPMorgan Chase & Co., 270 Park Avenue, New York, New York 10017 or at the SEC’s website at www.sec.gov.

The information contained in this Appendix relates to and has been obtained from the Bank. The delivery of the Official Statement shall not create any implication that there has been no change in the affairs of the Bank since the date hereof, or that the information contained or referred to in this Appendix is correct as of any time subsequent to its date.

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APPENDIX E

SUMMARY OF CERTAIN LEGAL DOCUMENTS

E-1 Summary of Certain Provisions of the Indenture

E-2 Summary of Certain Provisions of the Warrant Purchase Agreements

E-3 Summary of Certain Provisions of the Credit Facility Agreement

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APPENDIX E-1

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

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SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain of the provisions of the Indenture and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Indenture.

Conditions Precedent to Purchase of Warrants

The Trustee will not purchase any Warrant issued under any Agreement until it has had the opportunity to review with respect to the Qualified Entity which is a party to such Agreement each of the following:

- (1) An original executed counterpart of the Agreement;
- (2) An opinion or certificate of counsel for the Qualified Entity to the effect that the Agreement has been validly executed and delivered on behalf of the Qualified Entity and constitutes a binding agreement by and between the Qualified Entity and the Bond Bank;
- (3) The Warrant or Warrants, executed by the Qualified Entity and delivered in accordance with the Act, in such form as will comply with the applicable provisions of the Agreement and the Indenture and is acceptable to the Trustee;
- (4) A written requisition of the Bond Bank signed by an Authorized Officer, stating to whom, in what amount and by what method payment is to be made;
- (5) A certificate of an Authorized Officer attached to the requisition described in clause (4) above, to the effect that (1) the Qualified Entity, pursuant to its Agreement, has sold or will sell such Warrant or Warrants to the Bond Bank; (2) the Qualified Entity is obligated to make all payments of principal and interest as and when required to be made thereunder and to pay all fees and charges required to be paid to or on behalf of the Bond Bank under the Indenture and the Agreement; (3) to the knowledge of such officer, the Qualified Entity is not in default under the payment terms or other material terms or provisions of any other obligations of that Qualified Entity; and (4) the Qualified Entity has made all of the certifications required by the Act; together with the Agreement and such other certifications and representations as may be reasonable and appropriate;
- (6) An Opinion of Bond Counsel, in form and substance satisfactory to the Bond Bank and the Trustee, to the effect that such Warrant or Warrants bear interest that is excludable from gross income under Section 103 of the Code for federal income tax purposes; and

- (7) A certificate of an Authorized Official of the Qualified Entity to the effect that the representations and warranties of the Qualified Entity contained in the Agreement are true, complete and correct as of the time of such purchase.

Notwithstanding the provisions described in the foregoing paragraph, the Trustee is not required to review any of the items described therein prior to purchasing any one or more Warrants, so long as the Bond Bank certifies that each of such items not in the Trustee's custody is within the custody or control of the Bond Bank and is in compliance with the applicable provisions described in the foregoing paragraph.

Program Covenants

In order to provide for the payment of the principal of and interest on the Notes (including any repayment under the terms of the Credit Facility Agreement) and of Program Expenses, the Bond Bank will, from time to time in a sound and economical manner in accordance with the Act and the Indenture undertake all necessary actions to receive and collect Revenues, including enforcement of the prompt collection of any arrears on Warrants. Whenever necessary to provide for the payment of the Notes, the Bond Bank will commence appropriate remedies with respect to any Warrant held by the Bond Bank which is in default.

The Bond Bank will (i) not purchase a Warrant for a fund in a principal amount in excess of eighty percent (80%) of the semiannual levy in anticipation of which such Warrant is due and payable (as estimated or certified by the Indiana Department of Local Government Finance) (except, as to school corporations, such 80% limit shall apply to the sum of the semiannual levy and the State tuition support distributions in anticipation of which such Warrant is issued; or as to townships, such 80% limit shall apply to the sum of the semiannual levy and the other revenues in anticipation of which such Warrant is issued), and (ii) not consent, pursuant to the Agreement, to the issuance by a Qualified Entity of any parity obligations similar to the Warrants in an amount which, together with other warrants outstanding for a fund, would exceed eighty percent (80%) of such semiannual levy which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (except, as to school corporations, such 80% limit shall apply to the sum of the semiannual levy and the State tuition support distributions in anticipation of which such Warrant is issued; or as to townships, such 80% limit shall apply to the sum of the semiannual levy and the other revenues in anticipation of which such Warrant is issued), unless the Bond Bank provides written notice thereof to S&P.

Warrant Covenants

With respect to the Warrants purchased by the Bond Bank, the Bond Bank covenants as follows:

- (1) To the extent that such action would not adversely affect the validity of such Warrants, the Bond Bank will instruct the Trustee to pursue the remedy set forth in the Act for collection of deficiencies on any Warrants by collection of such deficiencies out of certain State funds payable but not yet paid to a defaulting Qualified Entity.

- (2) The Bond Bank will diligently enforce and take all actions necessary to protect its rights with respect to any Warrants and will also enforce or authorize the enforcement of all remedies available to owners or holders of the Warrants, unless the Bond Bank provides the Trustee and the Bank with a Positive Cash Flow Certificate giving effect to the Bond Bank's failure to enforce or authorize the enforcement of such remedies. Decisions as to the enforcement of such remedies will be within the Trustee's sole discretion, unless the Bank is the only owner of outstanding Notes, in which case, all decisions as to the enforcement of particular remedies will be within the sole discretion of the Bank.
- (3) The Bond Bank will not (i) permit or agree to any material change in any Warrant or (ii) sell or dispose of any Warrant, unless the Bond Bank provides the Trustee and the Bank with a Cash Flow Certificate giving effect to such action and the Trustee and the Bank provide written approval thereof.

Accounts and Reports

The Bond Bank will keep proper and separate books of records and accounts in which complete and correct entries will be made of its transactions relating to the Program and the Funds and Accounts established by the Indenture. Such books and all other books and papers of the Bond Bank and all Funds and Accounts will, at all reasonable times, be subject to the inspection of the Trustee, the Bank, and the owners of an aggregate of not less than five percent (5%) in principal amount of Notes then outstanding or their representatives duly authorized in writing.

Before August 10, 2016, the Trustee will provide the Bond Bank with a statement of the amounts on deposit in each Fund and Account as of July 15, 2016, and the total deposits to and withdrawals from each Fund and Account since the beginning of calendar year 2016.

Annual Budget

The Bond Bank will adopt and file with the Trustee and appropriate State officials as required by the Act an annual budget covering its fiscal operations for the succeeding Fiscal Year not later than July 1, 2016. The annual budget will be open to inspection by any owner of the Notes. In the event the Bond Bank does not adopt an annual budget for the succeeding Fiscal Year on or before July 1, 2016, the budget for the preceding Fiscal Year will be deemed to have been adopted and be in effect for the succeeding Fiscal Year until the annual budget for such Fiscal Year has been duly adopted. The Bond Bank may at any time adopt an amended annual budget in the manner then provided in the Act.

Covenant to Monitor Investments

The Bond Bank covenants and agrees to review regularly the investments held by the Trustee in the Funds and Accounts under the Indenture in order to assure that Revenues derived from such investments are sufficient to pay, together with other anticipated Revenues, the debt service on all Notes outstanding under the Indenture.

Preservation of Tax Exemption of the Notes

In order to assure the continuing excludability of interest on the Notes from the gross income of the owners thereof for purposes of federal income taxation, the Bond Bank covenants and agrees to take all actions and not to fail to take any actions necessary in order to preserve and protect such excludability. Additionally, the Bond Bank covenants and agrees not to take any action or fail to take any action with respect to the investment of the proceeds of the Notes or the investment or application of any payments of the principal of and interest on any Warrant or any other agreement or instrument entered into in connection therewith or with the issuance of the Notes, including but not limited to the obligation to rebate certain funds to the United States of America, which would result in constituting any Notes as “arbitrage bonds” within the meaning of Section 148 of the Code. The Trustee also covenants and agrees not to take any action or omit to take any action or permit any action or omission, which is within its control to be taken or omitted and would, to the knowledge of the Trustee, impair the excludability of the interest on any of the Notes from gross income for federal income tax purposes. Notwithstanding the provision described in the preceding sentence, the Trustee is not obligated to investigate the effect on the tax-exempt status of the Notes of its compliance with the directions of the Bond Bank.

Covenants Concerning Credit Facility Agreement

The Bond Bank will review regularly the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of principal of and interest on the Warrants, together with other Revenues, will be sufficient to provide for the timely payment of principal of and interest on the Notes.

The Bond Bank further will comply with the Credit Facility Agreement and the Trustee will take all action necessary to effect the Bond Bank’s compliance with the Credit Facility Agreement.

Events of Default

Any of the following events constitutes an “Event of Default” under the Indenture:

- (a) The Bond Bank defaults in the due and punctual payment of the principal of or interest on any Note;
- (b) The Bond Bank defaults in the performance or observance of any of its other covenants, agreements or conditions contained in the Indenture, any Agreement, or the Notes and fails to remedy such default within sixty (60) days after receipt of notice, all in accordance with the Indenture;
- (c) Any warranty, representation or other statement by or on behalf of the Bond Bank contained in the Indenture or in any instrument furnished in compliance with or in reference to the Indenture is false or misleading in any material respect when made and there has been a failure to remedy the same within sixty (60) days after receipt of notice, all in accordance with the Indenture;

- (d) The Bond Bank fails to make remittances required by the Indenture to the Trustee within the time limits prescribed in the Indenture;
- (e) A petition is filed against the Bond Bank 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 sixty (60) days after such filing;
- (f) The Bond Bank files a voluntary petition in bankruptcy or seeking relief under any provision 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;
- (g) The Bond Bank 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 Bond Bank 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 sixty (60) days;
- (h) The Bond Bank is rendered incapable of fulfilling its obligations under the Indenture for any reason; or
- (i) An event of default occurs under the Credit Facility Agreement and the Bank exercises its right to terminate the Credit Facility thereunder.

No default described under subparagraph (b) or (c) above will constitute an Event of Default until actual notice of the default by registered or certified mail has been given to the Bond Bank by the Trustee, the Bank or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Notes then outstanding and the Bond Bank has had sixty (60) days after receipt of the notice to correct such default, and shall not have corrected such default or caused such default to be corrected within such period. If such default is correctable but cannot be corrected within such period, it will not constitute an Event of Default if corrective action is instituted by the Bond Bank within the applicable period and diligently pursued until the default is corrected.

Remedies

Upon the occurrence of an Event of Default, the Trustee will notify the owners of all Notes then outstanding of such Event of Default and will have the following rights and remedies:

- (1) The Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of and interest on outstanding Warrants, subject to their terms, and to enforce the payment of principal of and interest on the Notes when due;
- (2) The Trustee may by action or suit in equity require the Bond Bank to account as if it were the trustee of an express trust for the owners of the Notes and may take

such action with respect to the Warrants as the Trustee deems necessary or appropriate and in the best interest of the owners of Notes, subject to the terms of the Warrants;

- (3) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the owners of Notes under the Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate under the Indenture 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;
- (4) Upon the occurrence and continuance of an Event of Default described in subparagraph (a) or (d) above, the Trustee will request payment from the Bank under the Credit Facility;
- (5) Upon the occurrence of an Event of Default described in subparagraph (i) above, the Trustee will request payment from the Bank under the Credit Facility in an amount equal to the total amount available to be requested under the Credit Facility;
- (6) Upon the occurrence and continuance of an Event of Default and if requested to do so by the owners of a majority of the aggregate principal amount of all Notes then outstanding and if indemnified as provided in the Indenture, the Trustee will be obligated to exercise such of the rights, remedies, and powers conferred by the Indenture, as the Trustee, being advised by counsel, deems most expedient in the interests of the owners of the Notes; and
- (7) Upon the occurrence and continuance of an Event of Default and in the event the Bank (i) has been deemed an owner of Notes pursuant to the Indenture, (ii) is the only owner of outstanding Notes, and (iii) has requested the Trustee so to do, and further, if the Trustee is indemnified as provided in the Indenture, the Trustee will be obligated to exercise one or more of the rights, remedies and powers conferred by the Indenture, as the Trustee, being advised by counsel and the Bank, deems most expedient in the interest of the Bank as Noteholder.

Under no circumstances, however, will the Trustee be entitled to accelerate the maturity of the principal of any of the Notes.

Transfer and Assignment of Notes to the Bank

Upon receipt of payment from the Bank under the Credit Facility Agreement and subsequent payment of principal of and interest on Notes by the Bond Bank, and notwithstanding any other provisions in the Indenture, the Notes so paid will remain outstanding, will not be deemed defeased or otherwise satisfied, will not be considered paid by the Bond Bank, and will continue to be due and owing until paid by the Bond Bank with interest at the Reinvestment Rate (as defined in Appendix B-2), and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the Bond Bank to the registered owners of the

Notes so paid will continue to exist and run to the benefit of the Bank, and the Bank will become subrogated to the rights of the recipients of such payments of principal of and interest on such Notes and will be deemed to be the owner of such Notes; provided, however, that any interest in, lien on or pledge of the Trust Estate in favor of the Bank (as holder of such Notes) will be junior and subordinate to any interest in, lien on or pledge of the Trust Estate in favor of any owner of Notes other than the Bank. To evidence such subrogation and ownership, the Trustee will note the Bank's rights as subrogee and owner on the registration books maintained by the Trustee upon receipt from the Bank of the payment to the Bond Bank and payment of principal and interest to the holders of such Notes.

After payment of all principal of and interest on the Notes, the Trustee shall deliver to the Bank any net amount of any advance under the Credit Facility previously disbursed and not used to make payment on the Notes.

Rights and Remedies of Owners of Notes

No owner of any Note will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or for any other remedy under the Indenture, unless (i) a default has occurred, of which the Trustee has been notified pursuant to the Indenture, (ii) such default has become an Event of Default and the owners of not less than a majority of the aggregate principal amount of all Notes then outstanding have made written request to the Trustee and have offered the Trustee reasonable opportunity either to proceed to exercise the remedies granted in the Indenture or to institute such action, suit or proceeding in its own name, (iii) such owners of Notes have offered to indemnify the Trustee, as provided in the Indenture and (iv) the Trustee has thereafter refused, or after 60 days subsequent to receipt of such request and offer of such indemnification has failed, to exercise the powers and remedies granted in the Indenture or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, or to the appointment of a receiver or any action or cause of action for the enforcement of the Indenture, or to any other remedy as provided in the Indenture. All proceedings at law or in equity must be instituted, had and maintained in the manner provided in the Indenture and for the equal benefit of the owners of all then outstanding Notes. However, nothing contained in the Indenture will affect or impair the right of any owner of Notes to enforce the payment of the principal of and interest on any Note or the limited obligation of the Bond Bank to pay the principal of and interest on each of the Notes to the owners of the Notes at the time and place, from the source, and in the manner expressed in the Indenture and the Notes.

The owners of a majority in aggregate principal amount of all Notes then outstanding will have the right, at any time during the continuance of an Event of Default, by a written instrument or instruments 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 the Indenture or for the appointment of a receiver or any other proceedings under the Indenture. However, such direction will not be otherwise than in accordance with the provisions of law and of the Indenture.

Waivers of Events of Default

At its discretion and with the consent of the Bank, the Trustee may waive any Event of Default and its consequences, and must do so upon the written request of the owners of (i) more than sixty-five percent (65%) in aggregate principal amount of all Notes then outstanding in respect of which an Event of Default in the payment of the principal of or interest on any Note exists or (ii) a majority in aggregate principal amount of all Notes then outstanding in the case of any other Event of Default. However, there may not be waived (A) any Event of Default in the payment of the principal of any outstanding Note at the specified date of maturity or (B) any Event of Default in the payment when due of the interest on any outstanding Note, unless, prior to waiver, all arrears of payments of interest or principal due, as the case may be, with interest on overdue principal at the rate borne by such Note, and all expenses of the Trustee in connection with the Event of Default have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default has been discontinued or abandoned or determined adversely, then and in every case, the Bond Bank, the Trustee and the owners of Notes will be restored to their former positions and have their former rights under the Indenture. No such waiver or rescission will extend to any subsequent or other Event of Default or impair any rights consequent thereon.

Supplemental Indentures

The Bond Bank and the Trustee, without the consent of, or notice to, any of the owners of Notes, but with the written consent of the Bank, may enter into an indenture or indentures supplemental to the Indenture for any one of more of the following purposes:

- (a) To cure any ambiguity, formal defect or omission in the Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the owners of Notes then outstanding any additional benefits, rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of Notes or the Trustee, or to make any change which, in the judgment of the Trustee, does not materially and adversely affect the interests of the owners of Notes and does not otherwise require the consent of the owners of all Notes then outstanding under the Indenture;
- (c) To subject to the lien and pledge of the Indenture for the benefit and security of the owners of the Notes then outstanding additional revenues, properties or collateral;
- (d) To modify, amend or supplement the Indenture or any supplemental indenture in order to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Notes for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, in connection therewith, if the Bond Bank and the Trustee so determine, to add to the Indenture or to any supplemental indenture such other terms, conditions, and provisions as may be permitted by the Trust Indenture Act of 1939, as amended,

or federal or state statute. However, any such indenture supplemental referred to in this subsection must not, in the judgment of the Trustee, which may rely on an opinion of counsel, be to the prejudice of the owners of any of the Notes or grant a privilege, priority or preference to any one Note over any other Note;

- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new Note Registrar and/or paying agent;
- (f) To modify, amend or supplement the Indenture or any supplemental indenture to enable the Bond Bank to comply with its covenants regarding the excludability of interest from gross income of the owner of the Notes for federal income tax purposes, so long as any such action is not to the material prejudice of the owners of the Notes;
- (g) To modify, amend or supplement the Indenture or any supplemental indenture in any manner which, in the reasonable opinion of the Trustee, does not adversely affect, in any material respect, the security for the Notes.

With the exception of supplemental indentures for the purposes described in the preceding paragraph and subject to the terms of the Indenture, the owners of not less than a majority of the principal amount of all Notes then outstanding (other than Notes held by the Bond Bank) will have the right, from time to time, to consent to and approve the execution by the Bond Bank and the Trustee of any supplemental indenture or indentures deemed necessary and desirable by the Bond Bank for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any supplemental indenture. However, nothing contained in the Indenture shall permit or be construed as permitting, without the consent of the Bank and owners of all Notes then outstanding: (i) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of payment of interest on, any Notes; or (ii) the creation of any lien on the Trust Estate prior to the lien of the Indenture; or (iii) a reduction in the aggregate principal amount of the Notes, the owners of which are required to consent to any such supplemental indenture; or (iv) the granting of a privilege, priority or preference to any of the Notes over any other Notes; or (v) any amendment or modification of the trusts, powers, rights, obligations, duties, remedies, immunities, or privileges of the Trustee which will also require the written consent of the Trustee.

Defeasance and Discharge of Lien of Indenture

If: (i) payment or provision for payment is made to the Trustee of the whole amount of the principal of, and interest on, the Notes due and to become due upon all of the Notes then outstanding under the Indenture; (ii) all Credit Obligations (as defined in the Credit Facility Agreement) have been discharged and there are no amounts owed by the Bond Bank to the Bank under the Credit Facility Agreement; and (iii) the Trustee receives all payments due and to become due under the Indenture, then the Indenture may be discharged in accordance with its provisions.

Any Note will be deemed to be paid within the meaning of the Indenture when: (i) payment of the principal of that Note and interest thereon to the due date, either (a) has been made or has been caused to be made in accordance with its terms or (b) has been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (I) moneys sufficient to make such payment, (II) Government Obligations of the type described in clause (1) of the definition of "Government Obligations" in the Indenture ("Defeasance Obligations"), which must not contain provisions permitting the redemption at the option of the issuer, and maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payments or (III) a combination of such moneys and such Defeasance Obligations; and (ii) all other sums payable under the Indenture by the Bond Bank, including the necessary and proper fees and expenses of the Trustee pertaining to the Notes and any amounts required to be rebated to the United States of America, have been paid to or deposited with the Trustee.

APPENDIX E-2

SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS

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**SUMMARY OF CERTAIN PROVISIONS OF
THE WARRANT PURCHASE AGREEMENTS**

The following is a summary of certain of the provisions of the Agreements and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Agreements.

Representations of the Bond Bank

The Bond Bank will represent and warrant in each Agreement, among other things, that:

- (1) It is a public body corporate and politic with full power and authority to enter into the Agreement and to perform its obligations thereunder;
- (2) By all required action, the Agreement and the Indenture and their respective execution and delivery have been duly adopted and authorized by the Bond Bank; and
- (3) The execution and delivery of the Agreement, and the performance of the Bond Bank of its obligations thereunder will not violate or result in a breach of any of the terms of, or constitute a default under, the Act or any instrument to which the Bond Bank is a party or by which it is bound.

Representations of the Qualified Entity

The Qualified Entity will represent and warrant in its Agreement, among other things, that as of the date of the Agreement and the purchase of Warrants made thereunder:

- (1) It is a duly organized and existing political subdivision and constitutes a “qualified entity” within the meaning of the Act;
- (2) It has full power and authority to enter into the Agreement and perform its obligations thereunder;
- (3) By all required action, it has duly authorized the execution and delivery of the Agreement;
- (4) The execution, delivery and performance of the Agreement by the Qualified Entity will not conflict with or result in a breach under or constitute a default under any instrument to which the Qualified Entity is a party or by which it is bound;
- (5) There is no litigation pending or, to the knowledge of the Qualified Entity, threatened that challenges or questions the validity or binding effect of the Agreement or the Warrants or its authority or ability to execute and deliver the

Agreement or the Warrants or perform its obligations thereunder or that would, if adversely determined, have a significant adverse effect on the ability of the Qualified Entity to meet its obligations under the Agreement or the Warrants;

- (6) Unless otherwise disclosed in writing to the Bond Bank, it has not, during the last 10 years, failed to pay when due interest on or principal of, and is not now in default under any obligation or indebtedness;
- (7) Unless otherwise disclosed in writing to the Bond Bank, it has, during its three most recent Fiscal Years, achieved an average collection rate, with respect to Ad Valorem Property Taxes of at least eighty-five percent (85%) of Net Levied Property Taxes;
- (8) All information furnished by it to the Bond Bank in connection with its participation in the Program is accurate and complete in all material respects;
- (9) It has not purchased and will not purchase, pursuant to any arrangement, the Notes in an amount related to the Warrants;
- (10) It has taken or will take all proceedings required by law to enable it to issue and sell the Warrants to the Bond Bank pursuant to the Agreement;
- (11) It has not issued any other obligations in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection, or if applicable, in anticipation of the receipt of current State tuition support revenue estimated to be received prior to December 30, 2016 (but after the last day of June 2016) for a fund upon which Warrants are to be issued;
- (12) Prior to the end of the Tax Period, the Cumulative Cash Flow Deficit with respect to each fund upon which such Warrants will be issued is expected to exceed 90% of the proceeds of all the Warrants issued for such fund; and
- (13) There have been levied and are in the course of collection Ad Valorem Property Taxes for each fund upon which Warrants are to be issued with respect to the June and December settlements and distributions in an amount estimated to equal at least 125% of the respective amounts of Warrants maturing on June 30, 2016 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date), and payable from the June settlement and distribution and/or maturing on December 30, 2016, and payable from the December settlement and distribution, and, if applicable there shall be estimated for receipt and collection current State tuition support revenue for the General Fund on or before December 30, 2016 (but after the last day of June 2016) in an amount estimated to equal at least 125% of the amount of the Warrants maturing on December 30, 2016 and payable from such revenues; and
- (14) Prior to the execution and delivery of the Agreement, it has filed with the Bond Bank a certificate executed by an authorized official of the Qualified Entity setting forth (i) the amount received or estimated to be received into each

applicable fund during each month of its 2014, 2015, and 2016 fiscal years, (ii) the amount expended or estimated to be expended from each such applicable fund during each month of each such fiscal year, and (iii) the amounts representing or estimated to represent the balance in each applicable fund as of the end of each month of each such fiscal year. Prior to the execution and delivery of any supplemental agreement relating to the purchase of additional warrants authorized under the Agreement, the Qualified Entity must file with the Bond Bank a certificate updating such information to show actual figures for 2015 and revised estimates for 2016.

Purchase of Warrants

The Bond Bank will agree to purchase the Warrants of the Qualified Entity at the purchase price of 100% of the par value thereof in a principal amount agreed to by the Qualified Entity and the Bond Bank. The Bond Bank will disburse the proceeds from the sale of the Warrants to the Qualified Entity on or about the date of issuance of the Notes. The Warrants will bear interest prior to their due date or dates at the per annum rate fixed at the time of their issuance. Each Qualified Entity is expected to have authorized an interest rate not to exceed 6.50% as of the date of this Official Statement. To the extent permitted by law, Warrants not paid on or before the respective due date will bear interest at the Reinvestment Rate thereafter until paid.

Payment

Each Qualified Entity will be required to repay its Outstanding Warrants in full in immediately available funds no later than the applicable: (i) June 30, 2016, or if applicable by the terms of any Warrant, the First Settlement Payment Due Date; or (ii) December 30, 2016. Qualified Entities may not prepay or effect the prepayment of all or any portion of the principal amount of the outstanding Warrants without the express written consent of the Bond Bank. Qualified Entities will be required to submit a request to the County Treasurer for an advance distribution of not less than 95% of collections of Ad Valorem Property Taxes for each fund in anticipation of which Warrants are issued. If a Qualified Entity (a) receives advance distributions of Ad Valorem Property Tax collections or other moneys in lieu thereof, and the total of all advance distributions or other moneys in lieu thereof received exceeds five percent (5%) of the total taxes in anticipation of which Warrants have been issued, or (b) if applicable, an advance State tuition support distribution or other moneys in lieu thereof, and the total of all advance distributions or other moneys in lieu thereof received exceeds five percent (5%) of the total tuition support revenue in anticipation of which the Warrants were issued, the Qualified Entity will be required to invest such moneys temporarily in investments which: (i) mature no later than the respective due dates of such Warrants or the date fixed for prepayment of the Warrants in accordance with the Warrant Purchase Agreement, and are limited solely to interest-bearing time deposits or certificates of deposit of any bank, trust company or national banking association which is a member of the Federal Reserve System and which is designated as a depository under and a participant in the Public Deposits Insurance Fund of the State; or (ii) have been approved by the Bond Bank. Additionally, in the event the First Semi-Annual Settlement shall occur in more than one installment to the Qualified Entity to be made after June 30, 2016, following its receipt of each such installment, the Qualified Entity (i) must within two (2)

Business Days following receipt of each such installment notify the Bond Bank of the amount so received and (ii) will be obligated to prepay the Warrants issued in anticipation of the First Semi-Annual Settlement in the amounts, on the date or dates, and in respect of the respective Warrants as may be determined by the Bond Bank in a notice to the Qualified Entity; provided that the aggregate amount of each such prepayment of the Warrants shall not exceed the aggregate amount of each such respective installment received by the Qualified Entity.

Conditions of Purchase

Prior to the purchase by the Bond Bank of any Warrants, the Trustee will have the opportunity to review the various documents and instruments required by the Agreement with respect to each Qualified Entity, including, among other things, the following:

- (1) A certificate executed by an Authorized Official stating (a) the amount of the Cumulative Cash Flow Deficit projected to occur during each month of the Tax Period in each of the funds of the Qualified Entity for which Warrants are to be issued, (b) the amount of taxes estimated or certified by the County Auditor or the DLGF to be levied and collected during the 2016 calendar year for each of the funds for which Warrants are to be issued in respect thereof, and, if applicable, State tuition support revenue estimated to be received on or before December 30, 2016 (but after the last day of June 2016), and (c) that the Qualified Entity has duly, regularly and properly adopted its budget for the 2016 Fiscal Year, has complied with all statutory and regulatory requirements with respect to its adoption and will expend the proceeds of its Warrant or Warrants for lawful purposes provided for in the budget;
- (2) A copy of the final budget order, or if such final budget order is not available, then the most current preliminary budget order, of the DLGF setting forth the annual budgets for each of the funds of the Qualified Entity for which Warrants are to be issued;
- (3) A copy of the resolutions or ordinances of the Qualified Entity authorizing the issuance of the Warrants and appropriating and pledging funds for their repayment;
- (4) The opinion of bond counsel to the Qualified Entity in the form required by the Agreement;
- (5) A signed copy of the opinion or certificate of counsel to the Qualified Entity in the form required by the Agreement;
- (6) A copy of the transcript of the proceedings in which the Qualified Entity has authorized the issuance and sale of the Warrants to the Bond Bank; and
- (7) All other documents and materials required by bond counsel for the Bond Bank.

Consent to Pledge by Qualified Entity

The Qualified Entity consents and agrees to the assignment and pledge by the Bond Bank of the Warrants and all rights of the Bond Bank under the Agreement to the Trustee and thereafter to the Bank.

Appropriation and Pledge of Revenues by Qualified Entity

The Qualified Entity has appropriated and pledged to the payment of the Warrants issued with respect to each fund, including interest and all necessary costs incurred in connection with the issuance and sale of the Warrants, a sufficient amount of revenues, including taxes, levied for 2015, and in the course of collection in 2016, for such fund and in anticipation of which the Warrants have been issued, for the punctual payment of the principal of and interest on the Warrants evidencing such temporary loans, together with any costs of issuance, subject to the application of the tax revenues, and in the case of a school corporation, the State tuition support revenues to be received on or before December 30, 2016 (but after the last day of June 2016), to be received in the respective fund to any long-term lease or debt obligations due contemporaneously with such Warrants; provided, that the appropriation of moneys to the repayment of Warrants shall not cause the Qualified Entity to violate the provisions of Indiana law or any contract, grant or other agreement to which the Qualified Entity is a party; provided, further, that as a condition to participation in the Program, the Qualified Entity represents, that upon issuance of the Warrants, it will have no warrants other than the Warrants issued pursuant to the Agreement, that remain outstanding and are payable from taxes levied for 2015 and payable in 2016 or, in the case of a school corporation, current State tuition support revenues, and the Warrants shall not in any respect be subject to the prior payment of any other warrants outstanding. Interest on the Warrants may also be payable from amounts, if any, available for that purpose on the debt service fund. The Qualified Entity covenants and agrees that if it fails to make any payment required in the Agreement when due, it will promptly undertake all actions, including the issuance of warrants to refund the unpaid Warrants: (i) which are necessary to cure such nonpayment, (ii) the proceeds of which are legally available to cure such nonpayment, and (iii) which do not, in the opinion of bond counsel, cause any of the Warrants to be considered debt of the Qualified Entity within the meaning of Article 13, Section 1 of the Indiana Constitution or laws of the State.

Other Borrowings

For so long as its Warrant or Warrants are outstanding, the Qualified Entity will not, without the consent of the Bond Bank and the Bank, issue any warrant or comparable obligation in anticipation of the revenues budgeted for the fund from which the Warrants will be paid for the then current Fiscal Year; provided that this prohibition shall not be violated by the Qualified Entity having issued warrants for a fund in anticipation of revenues that were originally anticipated for collection in the prior Fiscal Year but due to reassessment and related delays are now anticipated for collection in the Fiscal Year ending December 31, 2016 or by issuing warrants with the Bond Bank's consent, to refund any such warrant if such revenues remain in the course of collection.

Reports Relating to Cumulative Cash Flow Deficit and Financial Information.

The Qualified Entity will be required to submit monthly reports regarding its Cumulative Cash Flow Deficit and its compliance with the requirements of Section 148 of the Code.

Maintenance of Tax Exemption and Arbitrage Rebate

The Qualified Entity covenants not to take, or cause or permit itself or any party under its control to take, or fail to take, or cause to permit itself or any party under its control to fail to take, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on its Warrants pursuant to Section 103 of the Code.

The Qualified Entity covenants to take all action necessary and appropriate to comply with the arbitrage rebate requirement under Section 148 of the Code to the extent applicable. The Qualified Entity will bear all responsibility for and pay all expenses of compliance with the rebate requirements with respect to its Warrants.

Remedies

The Qualified Entity acknowledges and agrees that, in the event of its default on any of its obligations under its Agreement or under its Warrants, the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement to the extent that amounts are owed to the Bank under the Credit Facility Agreement) will have any and all remedies available at law or in equity for the enforcement of such obligations. The Qualified Entity further covenants and agrees that, in the event that any default on the payment of principal of or interest on a Warrant is attributable to or arises from a third party's act or omission, the Qualified Entity will diligently prosecute any cause of action arising therefrom in its own name or, at the option of the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement, if amounts are owed to the Bank under the Credit Facility Agreement) and to the extent permitted by law, assign such right to pursue the cause of action in its own name to the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement, if amounts are owed to the Bank under the Credit Facility Agreement).

Additional Costs Imposed on Qualified Entities

The Qualified Entity will agree to pay to the Bond Bank all costs and expenses incurred by or on behalf of the Bond Bank as a result of any failure by the Qualified Entity to comply with the provisions of the Agreement.

APPENDIX E-3

SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT

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**SUMMARY OF CERTAIN PROVISIONS OF
THE CREDIT FACILITY AGREEMENT**

The following is a summary of certain of the provisions of the Credit Facility Agreement and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Credit Facility Agreement.

Assignment to Trustee

Pursuant to and in accordance with the provisions of the Credit Facility Agreement, the Bond Bank will assign all of its rights under the Credit Facility Agreement to the Trustee. The Trustee will be deemed to be the agent of the Bond Bank for purposes of the Credit Facility Agreement and will have the authority to exercise any and all rights of the Bond Bank under the Credit Facility Agreement, including without limitation, the right to request payment under the Credit Facility Agreement. The obligations of the Bond Bank under the Credit Facility Agreement will remain with the Bond Bank and will not be assigned to the Trustee.

Request for Payment

The Trustee, acting on behalf of the Bond Bank, may request payment under the Credit Facility Agreement at any time on or before January 5, 2017 during the Bank's business hours by delivery of a certificate requesting payment in the form attached to the Credit Facility Agreement appropriately completed and signed by the Trustee. If a payment request is appropriately completed and received by the Bank on or prior to 10:00 a.m., New York City time, on a banking day, payment will be made to the Trustee of the amount requested not later than 12:00 noon, New York City time, on the same day. If a payment request is appropriately completed and received by the Bank after 10:00 a.m., New York City time, on a banking day, payment will be made to the Trustee of the amount requested not later than 12:00 noon, New York City time, on the next succeeding banking day. If a payment request is delivered by the Trustee and does not conform to the form of the payment request attached to the Credit Facility Agreement, the Bank will give the Trustee prompt notice of such fact in writing or by telephone or facsimile transmission, and thereafter, the Trustee may attempt to correct such certificate requesting payment.

Reimbursement and Other Payments by the Bond Bank

Pursuant to and in accordance with the provisions of the Credit Facility Agreement, the Bond Bank agrees to pay to the Bank no later than May 31, 2017, an amount equal to the total amount disbursed under the Credit Facility Agreement, together with interest on such amounts. The Bond Bank will execute a note to evidence its obligations to the Bank under the Credit Facility Agreement (the "Facility Note"). To the extent moneys are available in the Trust Estate for the repayment of credit obligations under the Credit Facility Agreement, the Bond Bank will repay such amounts to the Bank prior to May 31, 2017. Moneys shall be considered available in the Trust Estate for the payment of credit obligations only if and to the extent that moneys in the Trust Estate together with the sum of (1) the principal amount of all Warrants in the Trust Estate

(excluding, however, Warrants the payment of principal of or interest on which is in default) and (2) all interest to be received on all Warrants held in the Trust Estate (excluding, however, interest on Warrants the payment of principal of or interest on which is in default) exceeds the sum of (a) the outstanding principal amount of the Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture); (b) the full amount of the interest to be paid on the Notes (not including, however, interest on any Notes transferred and assigned to the Bank pursuant to the Indenture) at their maturity; and (c) the anticipated costs to be incurred in connection with the administration of the Program. If there is a termination of the Credit Facility Agreement, then in no event shall any moneys in the Trust Estate be considered available for or used for the repayment of such credit obligation prior to the date on which the principal of and interest on all Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture) has been paid in full. In the event that any amounts owing under the Facility Note to the Bank are not paid on or before May 31, 2017, interest on the outstanding balance of such amount will be payable at a default rate (which rate is 2% above the otherwise applicable rate).

Representations and Covenants of the Bond Bank Under the Credit Facility Agreement

The Bond Bank covenants and agrees, pursuant to the Credit Facility Agreement, among other things:

- (1) To comply at all times with its covenants and obligations under the Indenture, the Agreements and the Notes;
- (2) To conduct its affairs and carry on its operations in a manner complying in all material respects with any and all applicable laws of the United States of America and the State of Indiana;
- (3) To permit the Bank or any of its agents or representatives to examine and make copies of any abstracts from the records and books of account of the Bond Bank and to discuss the general business affairs of the Bond Bank with any of its officials, directors or employees;
- (4) To keep proper books and records of account, in which full and correct entries will be made of financial transactions and the assets of the Bond Bank in accordance with generally accepted accounting principles;
- (5) To furnish the Bank with (i) a statement of the Bond Bank setting forth the details of any event of default and the action the Bond Bank proposes to take with respect to such event of default within ten (10) days after the occurrence thereof; (ii) its audited balance sheet and audited income statement and statement of cash flows as prepared by its independent certified public accountants as soon as possible after the end of each Fiscal Year, (iii) a statement or report of the Trustee setting forth the amount on deposit in each Fund and Account held under the Indenture and the total deposits and withdrawals from each Fund and Account during each month, within twenty (20) days after the end of each such month and

- (iv) such other information regarding the financial condition or operations of the Bond Bank as the Bank may reasonably request;
- (6) To promptly furnish to the Bank a copy of all notices, reports, statements, and other communications sent, given, or delivered by the Bond Bank pursuant to or in connection with the Indenture;
- (7) Not to create or suffer to exist any liens, security interests, or other encumbrances with respect to the collateral pledged to the Bank under the Credit Facility Agreement, other than as contemplated by the Indenture;
- (8) (i) To regularly review the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of principal of and interest on such Warrants, together with other Revenues, will be sufficient to provide for the timely payment of the principal of and interest on the Notes (without taking into account any advances made or available to be made under the Credit Facility) and (ii) to pursue all necessary and appropriate actions not inconsistent with the powers and purposes of the Bond Bank under the Act in order to remedy any actual or anticipated deficiency in funds available for payment of the principal of and interest on the Notes and deposit any amounts received or otherwise made available by the Bond Bank pursuant to its actions taken into the General Fund under the Indenture for the payment of the principal of and interest on the Notes; and
- (9) To the fullest extent permitted by law, not to assert the defense of sovereign immunity in any legal proceeding to enforce or collect upon the obligations of the Bond Bank under the Credit Facility Agreement or the transactions contemplated thereby. To the extent the Bond Bank has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise), with respect to itself, the Bond Bank irrevocably waives (to the extent permitted by law) such immunity in respect of its obligations under the Credit Facility Agreement and the Facility Note.

The Bond Bank further represents, pursuant to the Credit Facility Agreement, that it is not entitled to claim, with respect to itself or the security for its obligations under the Credit Facility Agreement, the defense of sovereign immunity under current law in any action, suit or proceeding arising out of the Credit Facility Agreement or the Facility Note: (a) for monetary damages; or (b) for the execution or enforcement of any judgment (subject to applicable bankruptcy or insolvency laws or limitation on legal remedies against political subdivisions in the State), nor may there be attributed to the Bond Bank or the security for its obligations under the Credit Facility Agreement any such immunity (whether or not claimed).

Events of Default

Each of the following will constitute an event of default under the Credit Facility Agreement:

- (a) Default in the payment when due, whether by acceleration or otherwise, of any amounts payable under the terms of the Credit Facility Agreement;
- (b) The Bond Bank becomes insolvent or admits in writing its inability to pay its debts as they mature or is adjudicated a bankrupt or insolvent; or the Bond Bank applies for, consents to, or acquiesces in the appointment of a trustee or receiver for itself or any of its property, or makes a general assignment for the benefit of creditors; or a trustee or receiver is appointed for the Bond Bank or for a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by the Bond Bank or against the Bond Bank and is consented to or acquiesced in by the Bond Bank and remains undismissed for sixty (60) days;
- (c) Failure by the Bond Bank to comply with any of the covenants set forth in the Credit Facility Agreement, and continuance of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank;
- (d) Any warranty or representation made by the Bond Bank in the Credit Facility Agreement proving to have been false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice or other writing furnished by the Bond Bank to the Bank proving to have been false or misleading in any material respect when made or delivered;
- (e) Failure by the Bond Bank to comply with or perform any covenant or other provision of the Credit Facility Agreement and the Facility Note and continuance of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank; and
- (f) Failure of the Bond Bank to comply with or perform any covenant or provision of the Indenture, the Notes, the Agreements, or any agreement, document, or instrument executed pursuant thereto, which failure constitutes an “event of default” as defined in such document or agreement, or allows the holder or holders of such obligation, or any trustee for such holders, to pursue its remedies thereunder.

Remedies

If any event of default occurs and is continuing, then at the election of the Bank, (a) all credit obligations under the Credit Facility Agreement will become immediately due and payable, without demand, presentment, protest, or notice of any kind; (b) the Bank will have the right to terminate the Credit Facility Agreement upon seven (7) banking days’ written notice to the Bond Bank and the Trustee, which termination will become effective on the date specified in the notice; (c) the Bank may pursue its rights with respect to the collateral pledged thereto under the Credit Facility Agreement; (d) all outstanding principal and interest on the Facility Note will become immediately due and payable; and (e) the Bank will have the rights and remedies

available to it under the Indenture, the Agreements, the Credit Facility Agreement and the Facility Note or otherwise available pursuant to law or equity.

Termination

The Bank will not exercise its rights to terminate the Credit Facility Agreement until an event of default specified thereunder has occurred and is continuing. The Bank agrees that in the event it determines to terminate the Credit Facility Agreement, the Bond Bank will be permitted to demand payment in the full amount available under the Credit Facility Agreement after receipt of notification of termination and prior to the termination date, which will be set forth in the notification and will not be less than seven (7) banking days after delivery of such notification to the Bond Bank and the Trustee.

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**INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES
SERIES 2016 A**

NOTE PURCHASE CONTRACT

January 20, 2016

Indiana Bond Bank
2980 Market Tower
10 West Market Street
Indianapolis, Indiana 46204

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC (the "Underwriter") offers to enter into this Note Purchase Contract (this "Contract") with the Indiana Bond Bank (the "Bond Bank"), which, upon acceptance by the Bond Bank, will be binding upon it and the Underwriter. The Underwriter reserves the right to add underwriters at any time, with the prior consent of the Executive Director of the Bond Bank, except the Underwriter shall in any case remain an underwriter. This offer is made subject to the Bond Bank's written acceptance hereof on or before 5:00 p.m., Indianapolis time, on January 20, 2016 and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the Bond Bank at any time prior to the acceptance hereof by the Bond Bank. The Bond Bank shall accept this Contract by its execution of this Contract. Upon such execution, this Contract will be binding upon the Underwriter and the Bond Bank.

1. **Purchase and Sale.** Subject to the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Bond Bank, and the Bond Bank hereby agrees to sell and deliver to the Underwriter, all but not less than all of the \$73,420,000 aggregate principal amount of Indiana Bond Bank Advance Funding Program Notes, Series 2016 A (the "Notes"). The Notes will be dated their date of delivery, and will have the maturity and bear interest at the rate per annum as set forth on Exhibit A hereto. The purchase price for the Notes will be \$74,281,950.80 (reflecting the original principal amount of the Notes, plus an original issue premium of \$953,725.80, and less an Underwriter's discount of \$91,775.00).

The Bond Bank acknowledges and agrees that (i) the purchase and sale of the Notes pursuant to this Contract is an arm's-length commercial transaction between the Bond Bank and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as a financial advisor, a municipal advisor, an agent or a fiduciary of the Bond Bank, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Bond Bank with respect to the offering of the Notes or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Bond Bank on other matters) or any other obligation to the Bond Bank except the obligations expressly

set forth in this Contract and (iv) the Bond Bank has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Notes.

The Notes will be issued under and secured by a Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Bond Bank and The Huntington National Bank, as trustee (the "Trustee"). The Notes are more fully described in the Indenture, the Preliminary Official Statement and the Official Statement (each as hereinafter defined). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Official Statement (as hereinafter defined).

The Official Statement of the Bond Bank, dated the date of this Contract and relating to the Notes, together with the cover page and all attachments and appendices thereto, is designated herein as the "Official Statement." Such document in the form distributed on January 12, 2016 is designated herein as the "Preliminary Official Statement."

2. **The Advance Funding Program.** Proceeds of the Notes will be used for the purpose of providing funds (i) to fund the Warrant Purchase Fund under the Indenture (the "Warrant Purchase Fund") to be used for the purchase of tax anticipation obligations (the "Warrants") issued by certain Indiana school corporations, counties, cities, towns, townships, library corporations and other qualified entities (as defined in Indiana Code 5-1.5, the "Act") which are authorized under Indiana law to issue warrants (the "Qualified Entities") to assist in financing all or a portion of anticipated cash flow shortfalls in one or more funds of the Qualified Entities during 2016 for which ad valorem property taxes and, in certain circumstances, other revenues in the course of collection have been budgeted, levied and appropriated for the payment of expenses of such funds (the "Program"), (ii) to pay all or a portion of fees to establish and provide a stand-by credit facility agreement as security for the payment of a portion of the Notes, and (iii) to fund the Costs of Issuance Fund under the Indenture to pay the costs of issuance of the Notes.

3. **Offering.** The Underwriter agrees to make an initial public offering of all of the Notes, in accordance with all applicable laws, at prices not in excess of the initial public offering prices set forth in Exhibit A attached hereto. The Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Notes. The Underwriter may offer and sell the Notes to certain dealers (including dealers depositing the Notes into investment trusts) and others at prices lower than the initial public offering price or prices set forth in Exhibit A attached hereto. The Underwriter also reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Notes at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice. The Bond Bank hereby ratifies the distribution of the Preliminary Official Statement and authorizes the Official Statement and other documents above to be used in connection with the public offering and sale of the Notes, including qualification under securities or "Blue Sky" laws referred to in Section 5(p) of this Contract. The Underwriter agrees, in connection with the sale of Notes, that the Underwriter will not confirm the sale of any Notes unless the confirmation of sale is accompanied or preceded by delivery of a copy of the Official Statement.

4. **Good Faith Check.** No Good Faith Check is required.

5. **Representations, Warranties and Agreements of the Bond Bank.** The Bond Bank hereby represents, warrants and agrees as of the date hereof and as of the Closing Date, which representations, warranties and agreements shall survive the Closing, as follows:

(a) the Bond Bank is a duly created and validly existing separate body corporate and politic, constituting an instrumentality of the State of Indiana (the "State") for the public purposes set forth in the provisions of the Act. It is not an agency of the State and is separate from the State in its corporate and sovereign capacity;

(b) the Act has been validly adopted and is in full force and effect as of the date of this Contract and will be in full force and effect as of the Closing Date, as defined in Section 7 of this Contract. In accordance with the Act, (i) the Bond Bank has full legal right, power and authority (A) to approve and deliver the Preliminary Official Statement and to enter into, execute and deliver this Contract, the Indenture, the Agreements (as defined in the Official Statement), the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016 (the "Credit Facility Agreement"), between the Bond Bank and JPMorgan Chase Bank, National Association (the "Bank"), the Official Statement, and the Indiana Bond Bank Continuing Disclosure Agreement, dated as of January 1, 2016 (the "Continuing Disclosure Agreement"), between the Bond Bank and the Trustee, (B) to sell, issue and deliver the Notes to the Underwriter as provided herein, and (C) to carry out and consummate the transactions contemplated by this Contract, the Indenture, the Agreements, the Credit Facility Agreement, the Continuing Disclosure Agreement and the Official Statement; and (ii) the Bond Bank has complied with, and will at the Closing be in compliance in all respects with, the terms of the Act and with the obligations in connection with the issuance of the Notes on its part contained in the Indenture, the Agreements, the Notes, the Credit Facility Agreement, the Continuing Disclosure Agreement and this Contract;

(c) by all necessary official action, the Bond Bank has duly authorized the execution and delivery of the Indenture, the Agreements, the Notes, the Credit Facility Agreement and the Continuing Disclosure Agreement, the approval and delivery of the Preliminary Official Statement, the approval, execution and delivery of the Official Statement and the execution, delivery and performance by the Bond Bank of the obligations in connection with the issuance of the Notes on its part contained in the Notes, the Indenture, the Agreements, the Credit Facility Agreement, the Continuing Disclosure Agreement and this Contract and the consummation by it of all other actions contemplated by this Contract in connection with the issuance of the Notes;

(d) this Contract constitutes the legal, valid and binding obligation of the Bond Bank, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and to general principles of equity in appropriate cases and subject to the valid exercise of constitutional powers of the United States of America and the State;

(e) the Indenture constitutes the legal, valid and binding obligation of the Bond Bank, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and to general

principles of equity in appropriate cases and subject to the valid exercise of constitutional powers of the United States of America and the State;

(f) the Agreements constitute the legal, valid and binding obligations of the Bond Bank enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and to general principles of equity in appropriate cases and subject to the valid exercise of constitutional powers of the United States of America and the State;

(g) the Notes, when issued, authenticated and delivered to the Underwriter in accordance with the Indenture and this Contract, will constitute legal, valid and binding obligations of the Bond Bank of the character referred to in the Official Statement, in conformity with and entitled to the benefit and security of the Act, the Indenture and the Credit Facility Agreement and will be enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and to general principles of equity in appropriate cases and subject to the valid exercise of constitutional powers of the United States of America and the State;

(h) the Continuing Disclosure Agreement constitutes the legal, valid and binding obligation of the Bond Bank, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other similar law relating to creditors' rights and to general principles of equity in appropriate cases and subject to the valid exercise of constitutional powers of the United States of America and the State;

(i) the Bond Bank is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Bond Bank is a party or to which the Bond Bank or any of its property or assets is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the issuance and sale of the Notes, the execution and delivery of this Contract, the Indenture, the Agreements, the Credit Facility Agreement and the Continuing Disclosure Agreement and the Bond Bank's compliance with the provisions contained in any thereof will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree or order of any court, regulatory body or other public body, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Bond Bank is a party or to which the Bond Bank or any of its property or assets is otherwise subject, and no such execution, delivery, adoption or compliance will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Bond Bank or under the terms of any such law, regulation or instrument, except as provided by the Notes, the Indenture and the Credit Facility Agreement;

(j) any and all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission

having jurisdiction over any matter which is required for the due authorization of its obligations in connection with the issuance of the Notes under this Contract and the Indenture which would constitute a condition precedent to or the absence of which would materially adversely affect the issuance of the Notes or the due performance by the Bond Bank of such obligations will be obtained prior to the Closing Date, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Notes;

(k) between the date of this Contract and the Closing Date, the Bond Bank will not, without the prior written consent of the Underwriter, which consent shall not unreasonably be withheld, offer or issue any notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, except such other obligations and liabilities as may be described in the Official Statement, and there will not be any adverse change of a material nature in the financial position, results of operations or conditions, financial or otherwise, of the Bond Bank other than (i) as contemplated by and described in the Official Statement or (ii) in the ordinary course of its business;

(l) the Bond Bank shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Notes;

(m) there is no action, suit, proceeding, inquiry or investigation of any nature at law or in equity, before or by any court, governmental agency, public board or body pending or, to the knowledge of the Bond Bank, threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or the performance of any of the covenants contained in this Contract, the Agreements, the Credit Facility Agreement, the Continuing Disclosure Agreement or the Indenture or in any way questioning or affecting (i) the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (ii) the transactions contemplated by this Contract, the Agreements, the Indenture, the Credit Facility Agreement, the Continuing Disclosure Agreement or the Official Statement, (iii) the right or authority of the Bond Bank to pay the Notes, including any applicable premiums, or to pledge or grant a security interest in the Trust Estate under the Indenture or to carry out the terms and provisions of this Contract, the Agreements and the Indenture, (iv) the validity of the Notes or any provision made for the payment of principal of, premium, if any, or interest on the Notes or the power of the Bond Bank to perform its obligations under this Contract, the Agreements, the Continuing Disclosure Agreement and the Indenture, or (v) the status of the interest on the Notes as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement; and neither the corporate existence of the Bond Bank nor the right of the members of the Board of Directors of the Bond Bank to their offices nor the titles of the officers of the Bond Bank to their respective offices is being contested, and no authority or proceeding for the issuance of the Notes has been repealed, revoked or rescinded;

(n) except for the liens created equally and ratably under the Indenture and liens created under the Credit Facility Agreement in connection with the issuance of the Notes, and except for the liens created under certain separate indentures (each, a "Special Indenture") and credit enhancement instruments related thereto in connection with the issuance of the outstanding obligations of the Bond Bank described in the Official Statement, there is no lien on any of the revenues or properties of the Bond Bank as of the date of this Contract and there will be no such lien on the Closing Date;

(o) the Bond Bank has complied with all of the covenants contained in each Special Indenture and any bonds or notes issued thereunder, and no event of default exists pursuant to any Special Indenture or any bonds or notes issued thereunder;

(p) the Bond Bank will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Notes for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Notes; provided, however, that the Bond Bank shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction;

(q) as of the date thereof, the Preliminary Official Statement (i) has been deemed by the Bond Bank to constitute a final official statement, except for the inclusion of certain information such as the offering prices of and interest rates on the Notes, the final aggregate principal amount of the Notes and of each maturity or sinking fund installment of the Notes, the Closing Date, and other terms and conditions with respect to the sale of the Notes established pursuant to this Contract and in accordance with SEC Rule 15c2-12(b)(1); and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the representation and obligation of the Bond Bank set forth in clause (ii) of this paragraph does not pertain or extend to the information under the caption "LITIGATION—Qualified Entities," the information with respect to the Qualified Entities set forth in Appendix A of the Preliminary Official Statement, the information with respect to the Bank set forth in Appendix D of the Preliminary Official Statement, the information describing DTC and its book-entry-only procedures under the caption "DESCRIPTION OF THE NOTES," and the information under the caption "UNDERWRITING";

(r) as of the date of this Contract, the Official Statement is hereby deemed by the Bond Bank to constitute a final official statement with respect to the offering, issuance and sale of the Notes, and at the time of the Bond Bank's acceptance hereof and at all times subsequent thereto until and including the Closing Date, the Official Statement, together with any and all amendments and supplements thereto pursuant to paragraph (s) of this Section 5, does not and will not contain any untrue statement of a

material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, that the foregoing representation and obligation of the Bond Bank does not pertain or extend to the information set forth under the caption "LITIGATION—Qualified Entities," the information with respect to the Qualified Entities set forth in Appendix A of the Official Statement, the information with respect to the Bank set forth in Appendix D of the Official Statement, the information describing DTC and its book-entry-only procedures under the caption "DESCRIPTION OF THE NOTES," and the information under the caption "UNDERWRITING";

(s) if between the date of this Contract and the Closing Date any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Bond Bank will notify the Underwriter, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Bond Bank will at its sole expense supplement or amend the Official Statement in a form and in a manner agreed to and approved by the Underwriter; provided, that the foregoing representation and obligation of the Bond Bank does not pertain or extend to the information set forth under the caption "LITIGATION—Qualified Entities," the information with respect to the Qualified Entities set forth in Appendix A of the Official Statement, the information with respect to the Bank set forth in Appendix D of the Official Statement, the information describing DTC and its book-entry-only procedures under the caption "DESCRIPTION OF THE NOTES," and the information under the caption "UNDERWRITING";

(t) after the Closing Date, (i) the Bond Bank will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing, and (ii) if within twenty-five (25) days after the "end of the underwriting period," defined for purposes of this Contract to mean the later of (A) the Closing Date or (B) the last date as of which the Underwriter retains an unsold balance of the Notes for sale to the public, any event relating to or affecting the Bond Bank, the Notes or the Program as defined in the Official Statement shall occur as a result of which it is necessary, in the opinion of Faegre Baker Daniels LLP, Indianapolis, Indiana, counsel for the Underwriter ("Underwriter's Counsel"), to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Bond Bank will forthwith prepare and furnish to the Underwriter, at the expense of the Bond Bank, a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to Underwriter's Counsel) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact that should be stated therein or is necessary to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading; provided, that for purposes of this paragraph (t), the obligations of the Bond Bank shall be deemed to terminate at the end of twenty-five (25) days after the Closing Date unless the Underwriter notifies the Bond Bank of the date, if

any, subsequent to the Closing Date which constitutes the "end of the underwriting period." For purposes of this paragraph (t), the Bond Bank will furnish such information with respect to itself, the Notes and the Program, as defined in the Official Statement, as the Underwriter may from time to time request; notwithstanding the foregoing, the Underwriter agrees to amend or supplement the Official Statement at its own expense in the event that any information provided by the Underwriter for the inclusion in the Official Statement is materially inaccurate or incomplete;

(u) on or before the Closing Date, the Bond Bank will have entered into a valid and binding Agreement with each of the Qualified Entities from which the Bond Bank will purchase Warrants of such Qualified Entities at an aggregate cost of not less than the amount of the proceeds of the Notes to be deposited on the Closing Date in the Warrant Purchase Fund under the Indenture;

(v) the Warrants to be purchased on or after the Closing Date by the Bond Bank from the proceeds of the sale of the Notes will be securities as defined by the Act, duly issued by each of the Qualified Entities and purchased by the Bond Bank in accordance with the procedures set forth in the Act, the Agreements and the Indenture;

(w) the Bond Bank will acquire and assign to the Trustee the Warrants described in the Official Statement;

(x) any certificate signed by any officer of the Bond Bank and delivered to the Underwriter will be deemed to be a representation by the Bond Bank to the Underwriter as to the truth of the statements contained in such certificate;

(y) the Bond Bank has agreed to provide copies of the Official Statement (as the same may be amended or supplemented) to the Underwriter in such numbers and at such times as are set forth in Section 8(i) of this Contract;

(z) the Bond Bank is not currently in default nor has it been in default at any time since December 31, 1975, on any principal or interest payment required by the terms of any obligation issued or guaranteed by the Bond Bank;

(aa) in the previous five (5) years, the Bond Bank has never failed to comply in all material respects with any prior undertaking in a written contract or agreement entered into pursuant to SEC Rule 15c2-12(b)(5);

(bb) the Bond Bank has the legal authority to apply the proceeds of the Notes for the purposes contemplated by this Contract, the Official Statement, the Indenture, the Notes, the Agreements, the Credit Facility Agreement and the Continuing Disclosure Agreement; and

(cc) this Contract, the Indenture, the Agreements, the Credit Facility Agreement, the Continuing Disclosure Agreement, the Notes and the resolutions of the Bond Bank authorizing the transactions contemplated by this Contract conform to the description thereof contained in the Official Statement.

6. **Representations and Warranties of the Underwriter.** The Underwriter hereby agrees with, and makes the following representations and warranties to, the Bond Bank, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(a) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) This Contract has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Bond Bank, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Contract may be limited by the application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect, by the application of general principles of equity and by public policy in connection with the exercise of any rights to indemnification and contribution.

(c) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the Municipal Securities Rulemaking Board as a municipal securities dealer.

7. **Closing.** The Notes shall be delivered to the Underwriter in New York, New York, on or before January 28, 2016 or such other date as may be agreed upon by the Bond Bank and the Underwriter (the "Closing Date"), at which time the Underwriter, subject to the terms and conditions of this Contract, will pay the purchase price of the Notes in full in Federal or same day funds. Such delivery shall be made to The Depository Trust Company, New York, New York, pursuant to instructions filed with the Bond Bank by the Underwriter and as is outlined in the Official Statement under the caption "DESCRIPTION OF THE NOTES." If the Underwriter shall so request, the Bond Bank shall make the Notes available to the Underwriter at least one business day before the Closing for purposes of inspection.

8. **Closing Conditions.** The Underwriter has entered into this Contract in reliance upon the representations, warranties and agreements of the Bond Bank contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Bond Bank of its respective obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Contract to purchase, to accept delivery of and to pay for the Notes shall be conditioned upon the performance by the Bond Bank of its obligations and agreements to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) the representations and warranties of the Bond Bank contained in this Contract shall be true, complete and correct on this date and on the Closing Date, as if then made;

(b) at the time of Closing, the Bond Bank shall have complied with all agreements and satisfied all the conditions on its part to be performed at or prior to the Closing;

(c) at the time of Closing, the Notes shall have been duly executed and delivered and authenticated;

(d) at the time of Closing, the proceeds of the sale of the Notes shall have been paid to the Bond Bank or its designee for deposit for use as described in the Official Statement, this Contract, the Indenture, the Credit Facility Agreement, the Continuing Disclosure Agreement and the resolutions of the Bond Bank authorizing such use;

(e) at the time of the Closing, the Indenture, as approved by the Bond Bank, shall have been executed and delivered by the Bond Bank and the Trustee, and the Official Statement shall have been duly signed by the Bond Bank and shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter;

(f) at the time of the Closing, this Contract, the ordinances or resolutions of each of the Qualified Entities authorizing the execution and delivery of the respective Agreements and the consummation of the transactions described therein, the Agreements, the Indenture, the Credit Facility Agreement and the Continuing Disclosure Agreement shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material respect, except as may have been agreed to by the Underwriter;

(g) there shall have been adopted and be in full force and effect such resolutions of the Bond Bank authorizing the transactions contemplated by this Contract as may reasonably be required by Barnes & Thornburg LLP, Bond Counsel ("Bond Counsel"), and by Underwriter's Counsel, and the Bond Bank shall have delivered certified copies of all such resolutions and any other documents relating to its good standing as may be required by Bond Counsel or by Underwriter's Counsel;

(h) at or prior to the time of Closing, the Underwriter shall have received copies of each of the following documents in such number as shall be requested and in form and substance satisfactory to the Underwriter and Underwriter's Counsel, unless waived by the Underwriter:

(i) the Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the Bond Bank by the Chair of its Board of Directors;

(ii) the Indenture, fully executed by the Bond Bank and the Trustee and certified by the Chair or the Executive Director of the Bond Bank under its seal as having been duly authorized for execution and delivery by the Bond Bank and as being in effect, with such supplements or amendments as may have been agreed to by the Underwriter;

(iii) the Credit Facility Agreement, fully executed by the Bond Bank and the Bank, and certified by the Chair or the Executive Director of the Bond Bank under its seal as having been authorized for execution and delivery by the Bond Bank and as being in effect, with such supplements or amendments as may have been agreed to by the Underwriter;

(iv) the Continuing Disclosure Agreement, fully executed by the Bond Bank and the Trustee and certified by the Chair or the Executive Director of the Bond Bank under its seal as having been duly authorized for execution and delivery by the Bond Bank and as being in effect, with such supplements or amendments as may have been agreed to by the Underwriter;

(v) opinions of Bond Counsel, each dated the Closing Date and addressed to the Bond Bank in substantially the form attached hereto and incorporated herein as Exhibit B, with such changes as the Underwriter shall reasonably approve, together with a letter of such Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the Bond Bank may be relied upon by the Underwriter to the same extent as if each such opinion were addressed to the Underwriter;

(vi) an opinion or opinions of Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, as general counsel to the Bond Bank, dated the Closing Date, addressed to the Underwriter, the Bond Bank, the Trustee, the Bank and Bond Counsel, to the effect that (A) the Bond Bank is duly organized and validly existing under the provisions of the Act with the corporate power to execute and deliver and to perform its obligations under the Indenture, the Agreements, the Credit Facility Agreement, this Contract, the Continuing Disclosure Agreement and the Notes; (B) the Indenture, the Agreements, the Credit Facility Agreement, this Contract and the Continuing Disclosure Agreement and the performance of the Bond Bank's obligations thereunder have been duly authorized, and such documents and the Official Statement have been duly executed and delivered by the Bond Bank and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each constitutes a legal, valid and binding agreement of the Bond Bank, enforceable against the Bond Bank in accordance with its terms; (C) the Notes have been duly authorized, sold, executed and delivered by the Bond Bank, and are valid and binding limited obligations of the Bond Bank, enforceable against the Bond Bank in accordance with their terms; (D) the execution and delivery by the Bond Bank of the Indenture, the Official Statement, the Credit Facility Agreement, the Agreements, this Contract, the Continuing Disclosure Agreement and the Notes and the compliance by the Bond Bank with the provisions thereof will not breach or result in a default under any existing constitutional provisions, law, administrative regulation or, to the best of counsel's knowledge, any judgment, decree or order of any court to which the Bond Bank is a party; (E) to the best of the knowledge of such counsel and in reliance upon representations of officers of the Bond Bank, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, pending or threatened against the Bond Bank: (i) wherein an

unfavorable decision, ruling or finding would in any material respect adversely affect the enforceability of the transactions contemplated by the Agreements, this Contract, the Indenture, the Credit Facility Agreement, the Official Statement or the Continuing Disclosure Agreement, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Notes or the pledge or collection by the Bond Bank of the Trust Estate or the making of any other required deposits with respect to the Notes, (iii) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Bond Bank or would result in any material adverse change in the ability of the Bond Bank to pledge the Trust Estate or to pay debt service on the Notes, or (v) contesting the status of the interest on the Notes as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement; (F) based upon such counsel's participation as special issuer's counsel for the Bond Bank in the preparation of the Official Statement, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to such counsel's attention which would lead such counsel to believe that the Official Statement (excluding information relating to the Qualified Entities and excluding information contained under the captions "DESCRIPTION OF THE NOTES—Book-Entry-Only System," "THE NOTES AS LEGAL INVESTMENTS," "TAX MATTERS," "AMORTIZABLE BOND PREMIUM," "UNDERWRITING" or "CONTINUING DISCLOSURE—Bond Bank Compliance with Previous Undertakings" or in any Appendices to the Official Statement) as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact or as of its date omitted to state, or as of the Closing Date omits to state, a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that as no view is expressed with respect to any financial, technical or statistical information or any of the financial information contained in the Official Statement; (G) all resolutions and actions of the Bond Bank relating to the above-mentioned documents and all related proceedings of the Bond Bank comply with all rules and regulations of the Bond Bank and all approvals or other actions required to be obtained or taken by the Bond Bank under the laws of the State have been obtained or taken as required; and, to the best of the knowledge of such counsel and in reliance upon the representations of the officers of the Bond Bank, none of the proceedings had or actions taken with regard to any of the aforementioned documents or the sale of the Notes has or have been repealed, rescinded, modified or revoked; and (H) all actions of the Board of Directors of the Bond Bank referred to in the transcript of which the opinion is a part were taken at meetings open to the general public, which complied in all respects with Indiana Code 5-14-1.5, as amended; no such actions were taken by secret ballot or by reference to agenda number or item number only; if an agenda was used, it was available to the general public and posted at the entrance to the location of the

meetings prior to such meetings; provided, that with respect to the enforceability of any document or instrument referred to or described in such opinions, such opinions are subject to the qualification that the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting creditors' rights generally, and by general principles of equity, regardless of whether such enforcement is considered in a proceeding at law or in equity, and the further qualification that certain waivers, rights, releases of rights, indemnifications, and remedies under such document or instrument may be unenforceable, unavailable, or of limited efficacy; however, such unenforceability, unavailability, or limited efficacy would not preclude the practical realization of the benefits and security intended to be provided thereby;

(vii) an opinion of Underwriter's Counsel, dated the Closing Date, addressed to the Underwriter, and to the effect that (A) the Notes are exempted securities that do not require registration under the Securities Act of 1933, as amended, and the Indenture need not be qualified under the Trust Indenture Act of 1939, as amended; (B) the Continuing Disclosure Agreement complies with the requirements of SEC Rule 15c2-12(b)(5)(i); and (C) based upon such counsel's participation in the preparation of the Official Statement as Underwriter's Counsel and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, as of the Closing Date nothing has come to the attention of such counsel causing it to believe that the Official Statement, as of its date and as of the Closing Date contained or contains any untrue statement of material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (excluding information relating to the Qualified Entities, information pertaining to DTC and the book-entry registration of the Notes and excluding information contained in any Appendices to the Official Statement and except for the financial statements and other financial, technical, statistical and accounting information included therein, as to all of which no opinion will be expressed);

(viii) an arbitrage certificate, dated the Closing Date and executed by the Bond Bank, setting forth the Bond Bank's expectations, on the basis of facts, estimates and circumstances described therein as of the Closing Date, regarding the amount and use of the proceeds of the Notes, and otherwise satisfying the requirements of the regulations promulgated or proposed under or pertaining to the Internal Revenue Code of 1986, as amended;

(ix) a certificate dated the Closing Date and signed by an authorized officer of the Bond Bank to the effect that (A) each of the representations, warranties and agreements of the Bond Bank set forth in Section 5 hereof and in the Indenture shall be accurate as if made on and as of the Closing Date, (B) all of the conditions and agreements required in this Contract to be satisfied or performed by the Bond Bank at or prior to the Closing Date shall have been satisfied or performed in the manner and with the effect contemplated herein, and

(C) as of the Closing Date no Event of Default under the Indenture has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute such an Event of Default;

(x) with respect to the Warrants, a certificate of the Trustee, dated the Closing Date, to the effect that each Qualified Entity has complied with all of the terms and conditions set forth in the Act;

(xi) with respect to the Qualified Entities, a certificate or certificates of Crowe Horwath LLP, Indianapolis, Indiana, as the financial advisor to the Bond Bank (the "Financial Advisor"), to the effect that (A) to the best of its knowledge and belief, the statements made in Appendix A to the Preliminary Official Statement and in Appendix A to the Official Statement and the application pertaining to each Qualified Entity, the Preliminary Official Statement and the Official Statement, did not as of their dates and do not as of the Closing Date contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (B) each Qualified Entity has been reviewed and approved for participation in the Program by the Bond Bank and has executed and delivered to the Bond Bank its Agreement, as described in the Official Statement, and (C) such Financial Advisor consents to all references to it in the Preliminary Official Statement and the Official Statement;

(xii) a Positive Cash Flow Certificate prepared by the Financial Advisor, dated the Closing Date, to the effect that the principal and interest payments on the Warrants, assuming payment in accordance with their terms and any investment earnings thereon, will at least be sufficient on each Payment Date to provide full payment of the principal of and interest on the Notes due on each such date;

(xiii) an opinion of Krieg DeVault LLP, Indianapolis, Indiana, counsel to the Bank, as provider of the Credit Facility Agreement, or as to clause (iii) below a certificate of an appropriate officer of the Bank, dated the Closing Date, addressed to the Underwriter and the Bond Bank, and to the effect that (i) under the laws of the State of Indiana and the federal laws of the United States of America, the Credit Facility Agreement constitutes the legal, valid and binding obligation of the Bank, enforceable against the Bank in accordance with its terms, subject to (A) bankruptcy, insolvency, liquidation, reorganization, moratorium, conservatorship, receivership or other similar laws in effect on or after the Closing Date relating to the enforcement of creditors' rights in general, as such laws would apply in the event of a bankruptcy, insolvency, liquidation, reorganization, moratorium, conservatorship, receivership or similar occurrence affecting the Bank and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or in an action at law), (ii) the information contained in the Official Statement under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Credit

Facility” and Appendix E-3, insofar as such statements purport to summarize certain provisions of the Credit Facility Agreement, presents a fair and substantially accurate summary of such provisions, and (iii) that the statements made in Appendix D to the Official Statement as of the Closing Date are substantially accurate in all material respects;

(xiv) evidence satisfactory to the Underwriter of the issuance and maintenance of the rating assigned to the Notes by S&P of not less than “SP-1”;

(xv) a certificate of an officer of the Trustee, acceptable to the Underwriter, dated the Closing Date, to the effect that the Indenture, the Continuing Disclosure Agreement and other financing or operative documents relating to the Notes to which the Trustee is a party have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the Bond Bank and the other parties thereto, constitute valid and binding agreements of the Trustee enforceable against the Trustee in accordance with their terms, and the Notes have been authenticated in accordance with the Act and the Indenture by a duly authorized officer or signatory of the Trustee; and an incumbency certificate of the Trustee, in form and content acceptable to the Underwriter and Bond Counsel, dated the Closing Date, with respect to the officers or other signatories of the Trustee who have executed, authenticated and delivered the Notes, the Indenture, the Continuing Disclosure Agreement and all other financing or operative documents relating to the Notes to be signed by the Trustee;

(xvi) an Information Return for Tax Exempt Governmental Obligations (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Bond Bank;

(xvii) a copy of the Blanket Issuer Letter of Representations to DTC relating to the Notes signed by the Bond Bank; and

(xviii) such additional legal opinions, certificates, instruments and other documents as the Underwriter, Bond Counsel or Underwriter’s Counsel may reasonably request to provide evidence of compliance by the Bond Bank with legal requirements, the truth and accuracy, as of the date hereof and as of the Closing Date, of the Bond Bank’s representations, warranties and agreements contained herein, the accuracy and completeness of the statements and information contained in the Official Statement and the due performance or satisfaction by the Bond Bank on or prior to Closing Date of all the agreements then to be performed and conditions then to be satisfied by the Bond Bank.

(i) Within the earlier of (i) five (5) business days from the date of this Contract or (ii) such other time, if any, as the Underwriter has notified the Bond Bank, prior to the date hereof, that confirmations requesting payment will be sent to parties purchasing Notes from the Underwriter, the Underwriter will have received copies of the Official Statement (as the same may be amended or supplemented) in sufficient quantities

as may be necessary in order for the Underwriter to comply with the requirements of SEC Rule 15c2-12 and the requirements of the Municipal Securities Rulemaking Board. The Underwriter agrees to notify the Bond Bank or its Counsel of the approximate number of copies of the Official Statement that will be necessary to be supplied for purposes of the foregoing requirement, prior to the printing of the Official Statement or any supplement thereto.

9. **Termination.** The Underwriter shall have the right to terminate the Underwriter's obligations under this Contract to purchase, to accept delivery of and to pay for the Notes by notifying the Bond Bank of the election of the Underwriter to do so if, after the execution hereof and prior to the Closing:

(a) the marketability of the Notes or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by (i) an amendment to the Constitution of the United States or any legislation which shall have been (A) enacted by the United States, (B) recommended to Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking member of either the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or (C) proposed for consideration by either such Committee, by any conference committee comprised of members of either such Committee, or by any member thereof or presented as an option for consideration by either such Committee or conference of members thereof or by the staff of either such Committee or by the staff of the Joint Committee on Taxation of the United States Congress, or favorably reported for passage to either House of the Congress by a Committee of such House to which such legislation has been referred for consideration; or (ii) a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States; or (iii) an order, ruling or regulation (final, temporary or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States, or any comparable legislative, judicial or administrative development affecting the Federal tax status of the Bond Bank, its property or income or the interest on its obligations (including the Notes);

(b) any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State, or a decision by a court within the State shall be rendered which, in the opinion of the Underwriter, materially and adversely affects the rights of the Bond Bank to enforce the Warrants or otherwise to provide for debt service on the Notes or the ability of the Underwriter to enforce contracts for the sale of Notes entered into by the Underwriter at prices not in excess of the corresponding initial public offering prices set forth on the cover page of the Official Statement;

(c) a stop order, ruling or regulation by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes, or the issuance, offering or sale of the Notes, including

all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the Federal securities laws, the Securities Act of 1933, as amended and as then in effect, the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(d) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Notes, including all the underlying obligations, are not exempt from registration under the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture, as then amended or supplemented, is not exempt from qualification under the Trust Indenture Act of 1939, as amended and as then in effect;

(e) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(f) the New York Stock Exchange, Inc., or other national securities exchange, or any governmental authority, shall impose, as to the Notes or obligations of the general character of the Notes, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters;

(g) there shall have been a materially adverse change in the national financial economic situation in the United States or there shall have occurred (i) the closing, other than in the ordinary course of business, of the New York Stock Exchange, Inc., or (ii) the general suspension of trading on the New York Stock Exchange, Inc., or (iii) the establishment of a general banking moratorium by federal, New York or State authorities;

(h) a war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have commenced or escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the opinion of the Underwriter, materially and adversely affects the market price of the Notes;

(i) there shall have occurred a default upon the obligations of (i) any Qualified Entity (other than as may be disclosed in the Official Statement) or (ii) any of the separate bodies, corporate and politic, constituting instrumentalities of the State, which default, in the reasonable opinion of the Underwriter, is attributable directly or indirectly to an action or omission by the State;

(j) an event described in paragraph (s) of Section 5 of this Contract shall have occurred which, in the opinion of the Underwriter, requires the preparation and publication of a supplement or amendment to the Official Statement;

(k) subsequent to the date as of which information is given in the Official Statement, there shall have occurred any change or any development involving a prospective change in the business or financial condition of the Bond Bank or of the State which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering described in Section 3 of this Contract;

(l) any rating assigned to the Notes by S&P shall have been downgraded, suspended or withdrawn by S&P, or there has been an official statement regarding a downgrading, suspension or withdrawal of any such rating and such action, in the opinion of the Underwriter, materially and adversely affects the market price for the Notes; or

(m) the Bond Bank fails to deliver to the Underwriter the copies of the Official Statement (as the same may have been amended or supplemented) in the amounts and within the time period specified in Section 8(i) of this Contract and such failure, in the reasonable opinion of the Underwriter, materially and adversely affects the marketability of the Notes or subjects the Underwriter to fines, sanctions or other penalties under the rules governing the delivery or filing of Official Statements promulgated by the Securities and Exchange Commission or the Municipal Securities Rulemaking Board.

10. **Expenses.** The Bond Bank shall pay all costs and expenses incident to the performance of its obligations under this Contract, including all expenses incident to the delivery of the Notes to the Underwriter, the fees and expenses of Bond Counsel and of special issuer's counsel for the Bond Bank, the fees and expenses of the Financial Advisor, the costs and expenses incident to the preparing and printing of this Contract and the Official Statement, the Indenture and the Credit Facility Agreement and any fees charged by investment rating agencies for the rating of the Notes, it being understood that, except as provided in this Section 10, the Underwriter will pay all its own costs and expenses including fees and expenses of Underwriter's Counsel, the cost of preparation and printing or other reproduction of Blue Sky and legal investment surveys and any filings or qualifications requested by the Underwriter in connection therewith and any advertising and mailing connected with any offering of the Notes by them.

11. **Indemnification and Contribution.**

(a) Except as limited by the last sentence of paragraph (d) below and to the extent permitted by law, the Bond Bank agrees to indemnify and hold harmless the Underwriter and each person, if any, who controls the Underwriter, and its directors, officers, agents and employees, against any and all losses, claims, damages, liabilities and expenses, as incurred, (i) arising out of or based upon a claim in connection with the public offering of the Notes to the effect that the Notes or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act, (ii) arising out of any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, as the same may have been duly supplemented or amended, or the omission or alleged omission therefrom of a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except for (1) any such statements set forth in or omissions from information set forth under the captions "LITIGATION—Qualified Entities" and "UNDERWRITING," the information describing DTC and its book-entry-

only procedures under the caption "DESCRIPTION OF THE NOTES," Appendix A to the Official Statement, pertaining to the Qualified Entities and the information with respect to the Bank set forth in Appendix D of the Official Statement, and (2) any such statements or omissions that arise from or are the result of the Underwriter's gross negligence or willful misconduct, or (iii) if such litigation has been settled with the written consent of the Bond Bank, to the extent of the aggregate amount paid in such settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission or alleged untrue statement or omission.

(b) The Underwriter will indemnify and hold harmless the Bond Bank, each of its members, directors, officers and employees, and each person who controls the Bond Bank within the meaning of Section 15 of the Securities Act of 1933, as amended and as then in effect, or Section 20 of the Securities Exchange Act of 1934, as amended and as then in effect, to the same extent as the foregoing indemnity from the Bond Bank to the Underwriter, but only with reference to the statements under the caption "UNDERWRITING" in the Preliminary Official Statement and the Official Statement.

(c) In case any such claim shall be made or action brought against an indemnified party or person controlling an indemnified party in respect of which indemnity may be sought against an indemnifying party, such indemnified party or person controlling the indemnified party, as the case may be, shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action; but the omission to so notify the indemnifying party (i) shall not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) above. The indemnifying party shall assume the defense thereof including the employment of counsel, satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party be counsel for the indemnifying party), and the payment of all expenses. Each indemnified party or any such controlling person, as the case may be, shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the indemnified party or such controlling person, as the case may be, unless the employment, and payment by the indemnifying party, of such counsel has been specifically authorized by the indemnifying party or unless, in the reasonable opinion of counsel to the indemnified party, such indemnified party or such controlling person, as the case may be, has a defense or defenses not available to the indemnifying party.

(d) If the indemnification provided for above is unenforceable, or is unavailable to the indemnifying party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Bond Bank and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Bond Bank, on the one hand, and the Underwriter, on the

other, from the sale of the Notes. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Bond Bank, on the one hand, and the Underwriter, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Bond Bank on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds of sale of the Notes paid to the Bond Bank pursuant to this Contract (before deducting expenses) bear to the underwriting discount or commission received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Bond Bank or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Bond Bank and the Underwriter agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by any person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriter shall not be required to contribute an amount in excess of the amount of the underwriting discount or commission applicable to the purchase of the Notes. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

12. **No Pecuniary Liability of Bond Bank.** No provision, covenant, or agreement contained in this Contract, and no obligation herein imposed upon the Bond Bank, or the breach thereof, shall constitute an indebtedness of the Bond Bank within the meaning of any Indiana constitutional provision or statutory limitation or shall constitute or give rise to a pecuniary liability of the Bond Bank or a charge against its general credit or taxing powers. In making the agreements, provisions and covenants set forth in this Contract, the Bond Bank has not obligated itself, except to the extent that the Bond Bank is authorized to act pursuant to Indiana law and except with respect to said Warrant payments. The Bond Bank and its officials shall have no monetary liability arising out of the obligations of the Bond Bank hereunder or in connection with any covenant, representation or warranty made by the Bond Bank herein, and neither the Bond Bank nor its officials shall be obligated to pay any amounts in connection with the transactions contemplated hereby other than from the Warrant payments or moneys received from the Qualified Entities.

13. **Conditions of the Bond Bank's Obligations.** The obligations of the Bond Bank hereunder shall be subject to the performance by the Underwriter of its obligations and agreements to be performed hereunder at or prior to the Closing Date; to the accuracy as of the

date hereof of the representations and warranties of the Underwriter contained herein; and to the accuracy of such representations and warranties as if made on and as of the Closing Date.

14. **Survival of Representations, Warranties and Agreements.** All representations, warranties and agreements of the Bond Bank and the Underwriter shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter or any person who controls the Underwriter, and shall survive delivery of the Notes to the Underwriter.

15. **Notices.** Any notice or other communication to be given to the Bond Bank under this Contract may be given by delivering the same in writing to the Bond Bank's address set forth above, and any notice or other communication to be given to the Underwriter under this Contract may be given by delivering the same in writing to: J.P. Morgan Securities LLC, 10 South Dearborn Street, 13th Floor, Mailcode IL1-0826, Chicago, Illinois 60603, Attention: Don Wilbon.

16. **Parties in Interest.** This Contract is made solely for the benefit of the Bond Bank and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

17. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

18. **Miscellaneous.** Section headings have been included in this Contract as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Contract. If any provision of this Contract is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Contract invalid, inoperative or unenforceable to any extent whatever.

(Remainder of page intentionally left blank)

19. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Very truly yours,

J.P. MORGAN SECURITIES LLC,
as the Underwriter

By: _____

Printed: _____

Title: _____

Accepted as of the date first above written.

INDIANA BOND BANK

By: Kelly M. Mitchell
Kelly M. Mitchell, Chair

By: Ronald L. Mangus
Ronald L. Mangus, Executive Director

EXHIBIT A

Series 2016 A

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u>
January 4, 2017	\$73,420,000	2.000%	0.600%	101.299	45462TEZ1

EXHIBIT B

Upon delivery of the Series 2016 A Notes, Barnes & Thornburg LLP, Bond Counsel, proposes to deliver its approving opinion and supplemental opinion in substantially the following forms:

Approving Opinion

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Re: Indiana Bond Bank
Advance Funding Program Notes, Series 2016 A

Ladies and Gentlemen:

We have acted as bond counsel to the Indiana Bond Bank (the "Issuer") in connection with the issuance by the Issuer of its Advance Funding Program Notes, Series 2016 A, dated January 28, 2016 (the "Notes"), in the aggregate principal amount of \$73,420,000, pursuant to Indiana Code 5-1.5, as amended, and the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Issuer and The Huntington National Bank, as trustee. In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer contained in the Indenture, the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the Qualified Entities (as defined in the Indenture) and others, including, without limitation, certifications contained in the tax and arbitrage certificate of the Issuer, dated the date hereof, and the tax and arbitrage certificates of each of the Qualified Entities, dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the legal opinion of Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, general counsel to the Issuer, dated the date hereof, as to the matters stated therein. We have relied upon the report of Crowe Horwath LLP, Indianapolis, Indiana, independent certified public accountants, dated the date hereof, as to the matters stated therein.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is a body corporate and politic, validly existing under the laws of the State of Indiana (the "State"), with the corporate power to enter into the Indenture and perform its obligations thereunder and to issue the Notes.

2. The Notes have been duly authorized, executed and delivered by the Issuer and are valid and binding limited obligations of the Issuer, enforceable in accordance with their terms. The Notes are payable solely from the Trust Estate (as defined in the Indenture).

3. The Indenture has been duly authorized, executed and delivered by the Issuer and is a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

4. Under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"), interest on the Notes is excludable from gross income for federal income tax purposes. The opinion set forth in the preceding sentence is subject to the condition that each of the Issuer and the Qualified Entities comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. Each of the Issuer and the Qualified Entities has covenanted or represented that it will comply with such requirements. Failure to comply with certain of such requirements may cause interest on the Notes to become included in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

5. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

6. Interest on the Notes is exempt from income taxation in the State for all purposes, except the State financial institutions tax.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement, dated January 20, 2016, or any other offering material relating to the Notes.

We express no opinion regarding any tax consequences arising with respect to the Notes, other than as expressly set forth herein.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) the enforceability of such document or instrument may be limited by public policy; and (iv) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that, in our opinion, the unenforceability

of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

Supplemental Opinion

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

J.P. Morgan Securities LLC, as
the Underwriter
Chicago, Illinois

Re: Indiana Bond Bank
Advance Funding Program Notes, Series 2016 A

Ladies and Gentlemen:

We have acted as bond counsel to the Indiana Bond Bank (the "Issuer") in connection with the issuance by the Issuer of its Advance Funding Program Notes, Series 2016 A, dated January 28, 2016 (the "Notes"), in the aggregate principal amount of \$73,420,000, pursuant to Indiana Code 5-1.5, as amended (the "Act"), the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Issuer and The Huntington National Bank, as trustee, and the Note Purchase Contract, dated January 20, 2016 (the "Note Purchase Contract"), between the Issuer and J.P. Morgan Securities LLC (the "Underwriter").

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer contained in the Indenture and the Note Purchase Contract and the Qualified Entities (as defined in the Indenture) contained in their respective Warrant Purchase Agreements (as defined in the Indenture), the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the Qualified Entities and others, including, without limitation, certifications contained in the tax and arbitrage certificate of the Issuer, dated the date hereof, and the tax and arbitrage certificates of each of the Qualified Entities, dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the legal opinion of Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, general counsel to the Issuer, dated the date hereof, as to the matters stated therein. We have relied upon the report of Crowe Horwath LLP, Indianapolis, Indiana, independent certified public accountants, dated the date hereof, as to the matters stated therein.

The law covered by the opinions expressed herein is limited to the federal law of the United States of America and the law of the State of Indiana, and we disclaim any opinion concerning the law of any other jurisdiction.

Based solely upon the foregoing, we are of the opinion that, under existing law:

1. The Notes are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

2. The statements contained in the Official Statement, dated January 20, 2016 (the "Official Statement"), under the captions "INTRODUCTION" (other than the information under the subcaptions "The Bond Bank" and "The Official Statement; Additional Information"), "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES" (other than the information under the subcaptions "Provisions for Payment of the Warrants," "Enforcement of Warrants" (excepting the first paragraph thereof), and "Credit Facility"), "DESCRIPTION OF THE NOTES" (other than the information under the subcaption "Book-Entry-Only System"), "REVENUES, FUNDS AND ACCOUNTS," "OPERATION OF FUNDS AND ACCOUNTS" and "AMORTIZABLE BOND PREMIUM" and in Appendices B-1, C and E-1, to the extent such statements purport to summarize certain provisions of the Act, the Notes and the Indenture and amortizable bond premium on the Notes, present, in all material respects, an accurate summary thereof.

3. The statements contained in the Official Statement under the caption "TAX MATTERS," to the extent such statements purport to summarize certain provisions of our legal opinion described in Appendix C to the Official Statement, present, in all material respects, an accurate summary of such provisions.

We are not passing upon and do not assume responsibility for, and have not been engaged or undertaken to verify independently, the accuracy, completeness or fairness of any statements contained in the Official Statement (except to the extent expressly set forth in paragraphs 2 and 3 of this opinion). However, certain lawyers in this firm have reviewed certain documents and have participated in certain conferences, in which the contents of the Official Statement and related matters were discussed. Based solely upon such review and participation, during the course of our work on this matter, nothing has come to our attention that causes us to believe that the Official Statement, as of the date thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, except that no view is hereby expressed with respect to: (a) any economic, financial, operational, technical or statistical information contained in the Official Statement; (b) any forecasts, projections, estimates, assumptions or expressions of opinion contained in the Official Statement; (c) any financial statements contained in the Official Statement; (d) any information incorporated or included by reference in the Official Statement; or (e) any information contained under the captions "DESCRIPTION OF THE NOTES—Book-Entry-Only System", "UNDERWRITING" or "CONTINUING DISCLOSURE—Bond Bank Compliance with Previous Undertakings" of, or in Appendix A or D to, the Official Statement.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and

similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) any provision of such document or instrument, which purports to release, exculpate or exempt any person from any liability or to require indemnification of or contribution to any person for any liability, may be unenforceable; (iv) the enforceability of such document or instrument may be limited by public policy; and (v) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that, in our opinion, the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

This opinion may be relied upon by only you and only in connection with the Underwriter's purchase of the Notes and may not be used or relied upon by you for any other purpose or by any other person for any purpose whatsoever, without, in each instance, our prior written consent.

Very truly yours,

NEW ISSUE
Book-Entry-Only

RATING: S&P: "SP-1"
See "RATING" herein

In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, under existing laws, interest on the Notes (as hereinafter defined) is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes. In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, under existing laws, interest on the Notes is exempt from income taxation in the State of Indiana, except for the financial institutions tax. See "TAX MATTERS" and Appendix C herein.

\$73,420,000
INDIANA BOND BANK
Advance Funding Program Notes
Series 2016 A

Dated: Date of delivery

Due: As shown below

The Advance Funding Program Notes, Series 2016 A (the "Notes"), to be issued by the Indiana Bond Bank (the "Bond Bank") pursuant to a Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Bond Bank and The Huntington National Bank, Indianapolis, Indiana, as trustee (the "Trustee"), will bear interest from the date of delivery of the Notes at the rate per annum and will mature on the date and in the principal amount set forth below. The Notes will be issued only as fully registered notes in the denomination of \$5,000 or any integral multiple thereof. When issued, the Notes will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interest in the Notes will be made in book-entry-only form. Purchasers of beneficial interests in the Notes (the "Beneficial Owners") will not receive physical delivery of certificates representing their interest in the Notes. Interest on the Notes is payable at maturity, and such interest, together with the principal of the Notes, will be paid directly to DTC so long as the Notes are held in book-entry-only form. The final disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility of the Direct Participants and the Indirect Participants, all as defined and more fully described herein. See "DESCRIPTION OF THE NOTES—Book-Entry-Only System."

The Notes are not subject to redemption prior to maturity.

The Notes are authorized by a resolution adopted by the Board of Directors of the Bond Bank and are issued under and secured by the Indenture, all pursuant to the laws of the State of Indiana (the "State"), particularly Indiana Code 5-1.5 (the "Act"), for the purpose of providing funds to purchase tax anticipation obligations (the "Warrants") of certain Indiana school corporations, counties, cities, towns, townships, library corporations and other qualified entities (as defined in the Act) (the "Qualified Entities") which are authorized under Indiana law to issue Warrants in anticipation of the receipt of property taxes described in Indiana Code 6-1.1 ("Ad Valorem Property Taxes") levied and in the course of collection for the Qualified Entities during 2016 and (i) in the case of a school corporation, which may, in addition, in the sole discretion of the Bond Bank, be issued in anticipation of State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (ii) in the case of a township, which may, in addition, in the sole discretion of the Bond Bank, be made in anticipation of other revenues to be received by the township on or before December 30, 2016). The principal of and interest on the Notes are payable from the proceeds of payments from Warrants and other moneys held under the Indenture, including funds made available by the Credit Facility as defined and described herein. As a condition to participating in the Bond Bank's advance funding warrant purchase program (the "Program"), each Qualified Entity has been required to enter into an Agreement, as defined and described herein, with the Bond Bank requiring, among other things, that the Qualified Entity pledge and appropriate sufficient Ad Valorem Property Taxes levied and in the course of collection during 2016 (and (i) in the case of a school corporation, State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (ii) in the case of a township, other revenues to be received by the township on or before December 30, 2016) to pay principal of and interest on all of its Warrants purchased under the Program on their respective maturity dates.

The Notes are limited obligations of the Bond Bank payable solely out of the revenues and funds of the Bond Bank pledged therefor under the Indenture, as more fully described herein. The Notes do not constitute a general or moral obligation of the Bond Bank or the State and a debt service reserve fund will not be maintained by the Bond Bank for the Notes. The Notes do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof, including any Qualified Entity, under the constitution and laws of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof, including any Qualified Entity. The Bond Bank has no taxing power.

MATURITY SCHEDULE

Maturity Date	Principal Amount	Interest Rate	Yield	CUSIP
January 4, 2017	\$73,420,000	2.000%	0.600%	45462TEZ1

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Notes are being offered when, as and if issued by the Bond Bank and received by the Underwriter, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on for the Bond Bank, by its general counsel with respect to the Program, Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, for each of the Qualified Entities, with their bond counsel, Bose McKinney & Evans LLP, Indianapolis, Indiana, for the provider of the Credit Facility, JPMorgan Chase Bank, National Association, by its counsel, Krieg DeVault LLP, Indianapolis, Indiana, and for the Underwriter by its counsel, Faegre Baker Daniels LLP, Indianapolis, Indiana. It is expected that the Notes will be available for delivery to DTC in New York, New York, on or about January 28, 2016.

J.P.Morgan

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE BOND BANK OR BY THE UNDERWRITER TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF ANY OF THE NOTES BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN PROVIDED BY THE BOND BANK AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE OF THE NOTES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION PRESENTED HEREIN SINCE THE DATE HEREOF.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE NOTES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE BOND BANK AND THE TERMS OF THE OFFERING, INCLUDING THE MERIT AND RISK INVOLVED. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE NOTES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
SECURITY AND SOURCES OF PAYMENT FOR THE NOTES	5
THE PROGRAM	16
RISK FACTORS	22
DESCRIPTION OF THE NOTES	23
APPLICATION OF PROCEEDS	27
THE INDIANA BOND BANK	27
REVENUES, FUNDS AND ACCOUNTS	31
OPERATION OF FUNDS AND ACCOUNTS	32
THE NOTES AS LEGAL INVESTMENTS	34
LITIGATION	35
TAX MATTERS	35
AMORTIZABLE BOND PREMIUM	36
LEGAL MATTERS	37
RATING	38
UNDERWRITING	38
CERTAIN RELATIONSHIPS	38
CONTINUING DISCLOSURE	38
MISCELLANEOUS	41
APPENDIX A – SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES	A
APPENDIX B – DEFINITIONS	B
APPENDIX C – PROPOSED FORM OF BOND COUNSEL OPINION	C
APPENDIX D – JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	D
APPENDIX E – SUMMARY OF CERTAIN LEGAL DOCUMENTS	E

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OFFICIAL STATEMENT

\$73,420,000

**Indiana Bond Bank
Advance Funding Program Notes
Series 2016 A**

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices, is to set forth certain information concerning the issuance and sale by the Indiana Bond Bank (the “Bond Bank”) of its \$73,420,000 aggregate principal amount of Advance Funding Program Notes, Series 2016 A (the “Notes”). The Notes are authorized by a resolution adopted by the Board of Directors of the Bond Bank on October 13, 2015, and are issued under and secured by a Note Indenture, dated as of January 1, 2016 (the “Indenture”), between the Bond Bank and The Huntington National Bank, Indianapolis, Indiana, as trustee, registrar and paying agent (the “Trustee”), all pursuant to the laws of the State of Indiana (the “State”), particularly Indiana Code 5-1.5 (the “Act”).

The Program

The Bond Bank has previously established and is continuing a program (the “Program”) to purchase tax anticipation obligations or warrants (the “Warrants”) issued by certain Indiana school corporations, counties, cities, towns, townships, library corporations and other qualified entities (as defined in the Act) which are authorized under State law to issue warrants (the “Qualified Entities”). The Program provides a mechanism for financing all or a portion of anticipated cash flow shortfalls in one or more funds of the Qualified Entities during 2016 for which property taxes described in Indiana Code 6-1.1 (“Ad Valorem Property Taxes”) in the course of collection (and (a) in the case of a school corporation, in addition, in the sole discretion of the Bond Bank, in anticipation of State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (b) in the case of a township, in addition, in the sole discretion of the Bond Bank, in anticipation of other revenues to be received by the township on or before December 30, 2016) have been budgeted, levied and appropriated for the payment of expenses of such funds. The proceeds from the sale of the Notes will be used to pay all or a portion of (i) the purchase price of the Warrants of the Qualified Entities, (ii) the fees to establish and provide a stand-by credit facility (the “Credit Facility”) from JPMorgan Chase Bank, National Association (the “Bank”), as security for the payment of a portion of the Notes, and (iii) the costs of issuance of the Notes including Underwriter’s discount. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—The Qualified Entities and the Warrants” herein for a discussion of the Qualified Entities. The proceeds of the Warrants will provide funds in anticipation of the receipt by such Qualified Entities of Ad Valorem Property Taxes levied and in the course of collection during 2016 (and (a) in the case of a school corporation, in the sole discretion of the Bond Bank, in anticipation of State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (b) in the case of a township, in the sole discretion of the Bond Bank, in anticipation of other revenues to be received by the township on or before December 30, 2016). As of the date of the issuance

of the Notes, each of the Qualified Entities will have entered into a Warrant Purchase Agreement (each, an “Agreement” and collectively, the “Agreements”) with the Bond Bank governing the issuance of the Warrants by the Qualified Entities and the terms of purchase thereof by the Trustee on behalf of the Bond Bank. See “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E-2.

Security and Sources of Payment for the Notes

The Notes will be issued under and secured by the Indenture. The principal of, and interest on, the Notes are payable from those revenues and funds of the Bond Bank which, together with the Warrants, are pledged pursuant to the Indenture for the benefit of the owners of the Notes without priority. **The Notes do not constitute a general or moral obligation of the Bond Bank or the State. The Bond Bank will not maintain a debt service reserve fund for the Notes and the provisions of Indiana Code 5-1.5-5, pertaining to a moral obligation of the Indiana General Assembly to replenish a debt service reserve fund, do not apply to the Notes.** Neither the faith, credit nor taxing power of the State or any political subdivision thereof, including the Qualified Entities, is pledged to the payment of the principal of or interest on the Notes. The Notes are not a debt, liability, or loan of the credit of the State or any political subdivision thereof, including the Qualified Entities. The Bond Bank has no taxing power and has only those powers and sources of revenue set forth in the Act. The Notes are issued and secured separately from all other obligations issued by the Bond Bank.

The Notes are secured by the pledge of the Trust Estate established under the Indenture (the “Trust Estate”), which includes (a) all right, title and interest of the Bond Bank in, to and under the Warrants and the Agreements; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Notes; (d) all revenues held in the Funds and Accounts (other than the Rebate Fund) under the Indenture; and (e) all rights of the Bond Bank in, to and under the Credit Facility. All Notes will be secured equally and ratably by all of the foregoing. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES.”

The principal source of payment on the Notes will be the principal and interest payments received by the Bond Bank from the Qualified Entities under the Warrants. The principal of and interest on the Warrants are payable out of revenues from certain Ad Valorem Property Taxes as further described under the caption, “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Provisions for Payment of the Warrants.” The principal of and interest on the Warrants may also be payable from tuition support distributions from the State to be received by certain Qualified Entities which are school corporations and, with respect to Qualified Entities that are townships, other revenue to be received. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Provisions for Payment of the Warrants” and “THE PROGRAM—Program Participation and Borrowing Limits.”

It is anticipated that the proceeds of the Notes will be used to purchase Warrants under the Program from the Qualified Entities described in, and in the amounts set forth in, Appendix A of this Official Statement. Subject to the parameters of the Program, the Bond Bank may also purchase Warrants with the proceeds of the Notes from other Qualified Entities or in additional

amounts from participating Qualified Entities if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

The Indenture provides that the Bond Bank will establish and maintain the Credit Facility with the Bank in the amount of \$6,607,800, to secure the payment of a portion of the principal of and interest on the Notes, subject to reduction for amounts paid from time to time by the Bank for deposit into the General Fund pursuant to the provisions of the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Credit Facility.” All rights and interests of the Bond Bank in, to and under, the Credit Facility will be pledged under the Indenture as part of the Trust Estate.

The Notes

The Notes will mature on January 4, 2017 in the amount set forth on the cover hereof. Interest on the Notes will accrue over time at the rate per annum set forth on the cover hereof and will be payable upon the maturity of the Notes. The Notes will be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. See “DESCRIPTION OF THE NOTES—General Description.”

When issued, the Notes will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests in the Notes will be made in book-entry-only form. Purchasers of beneficial interests in the Notes (the “Beneficial Owners”) will not receive physical delivery of certificates representing their interest in the Notes. For so long as the Notes are held in book-entry-only form, interest on the Notes, together with principal of the Notes, will be paid by the Trustee directly to DTC. Neither the Bond Bank nor the Trustee will have any responsibility for a Beneficial Owner’s receipt from DTC or its nominee, or from any Direct Participant (as hereinafter defined) or Indirect Participant (as hereinafter defined), of any payments of principal of or interest on any of the Notes. See “DESCRIPTION OF THE NOTES—Book-Entry-Only System.”

If the Notes are no longer registered in the name of DTC or its nominee, the Notes may be transferred or exchanged by any Noteholder or any Noteholder’s duly authorized attorney at the designated corporate trust office of the Trustee, to the extent and upon the conditions set forth in the Indenture, including the payment of a sum sufficient to cover any tax, fee or other governmental charge for any such transfer or exchange that may be imposed upon the Bond Bank or the Trustee. See “DESCRIPTION OF THE NOTES—Transfer or Exchange of the Notes.” For so long as the Notes are registered in the name of DTC or its nominee, the Trustee will transfer and exchange the Notes only on behalf of DTC or its nominee. Neither the Bond Bank nor the Trustee will have any responsibility for transferring or exchanging any Beneficial Owners’ interests in the Notes. See “DESCRIPTION OF THE NOTES—Book-Entry-Only System.”

The Bond Bank

The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the State, but is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bond Bank is governed by a seven-member Board of Directors, including the Treasurer of the State, who serves as Chair Ex Officio, and the Public Finance Director of the State, who serves as a Director Ex Officio and five additional Directors, each appointed by the Governor of the State.

Under separate trust indentures and other instruments authorized under the Act, the Bond Bank has previously issued and had outstanding as of January 1, 2016, an aggregate principal amount of approximately \$1,220,687,610 in separate program obligations. Additionally, as of the date of this Official Statement, the Bond Bank is considering undertaking other types of financing for qualified entities for purposes authorized by and in accordance with the procedures set forth in the Act. Obligations issued by the Bond Bank in connection with any and all such financings, if any, will be secured separately from the Notes and will not constitute Notes under the Indenture or for purposes of this Official Statement.

The Act

Pursuant to the Act, the purpose of the Bond Bank is to assist “qualified entities,” defined in the Act to include political subdivisions, as defined in Indiana Code 36-1-2-13, leasing bodies, as defined in Indiana Code 5-1-1-1(a), any commissions, authorities or authorized bodies of any qualified entity, and any organizations, associations or trusts with members, participants or beneficiaries that are all individually qualified entities. The Bond Bank provides such assistance through programs of, among other things, purchasing the bonds, notes or evidences of indebtedness of such qualified entities. Under the Act, “qualified entities” includes entities such as cities, towns, counties, townships, school corporations, library corporations, special taxing districts and nonprofit corporations and associations which lease facilities or equipment to such entities. Each of the entities described in Appendix A is a “qualified entity” within the meaning of the Act.

The Official Statement; Additional Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

The information contained under the caption “INTRODUCTION” is qualified by reference to this entire Official Statement, including the Appendices hereto. This introduction is only a brief description and a full review should be made of this entire Official Statement, including the appendices hereto, as well as the documents summarized or described in this Official Statement. The summaries of and references to all documents, statutes and other instruments referred to in this Official Statement do not purport to be complete and are qualified in their entirety by reference to the full text of each such document, statute or instrument. Certain terms used in this Official Statement are defined in Appendix B.

Information contained in this Official Statement with respect to the Bond Bank and the Qualified Entities and copies of the Indenture, the Credit Facility Agreement (as hereinafter defined) and the form of Agreement may be obtained from the Indiana Bond Bank, 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204. The Bond Bank's telephone number is (317) 233-0888.

The Bond Bank's financial statements can be found at its website at www.in.gov/tos/bond and are also available upon written request to the Bond Bank. In addition, certain other information concerning the Bond Bank is available to the Trustee and holders of the Notes pursuant to the Indenture. See "CONTINUING DISCLOSURE."

SECURITY AND SOURCES OF PAYMENT FOR THE NOTES

The Notes are limited obligations of the Bond Bank payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, and interest on, all of the Notes. The Notes do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof, including any Qualified Entity, under the constitution of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof, including any Qualified Entity. The Bond Bank has no taxing power. **The Notes do not constitute a general or moral obligation of the Bond Bank or the State. The Bond Bank will not maintain a debt service reserve fund for the Notes and the provisions of Indiana Code 5-1.5-5 do not apply to the Notes.** Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chair of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement.

Under the Indenture, the Notes are secured by a pledge to the Trustee of the Trust Estate, which includes (a) all right, title and interest of the Bond Bank in, to and under the Warrants and the Agreements; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Notes; (d) all revenues held in the Funds and Accounts (other than the Rebate Fund) under the Indenture; and (e) all rights of the Bond Bank in, to and under the Credit Facility.

The Qualified Entities and the Warrants

From the proceeds of the Notes, the Bond Bank intends to purchase and, upon purchase, will pledge to the Trustee the Warrants. The Warrants to be issued by the Qualified Entities and purchased by the Trustee on behalf of the Bond Bank under the Program are temporary intra-fiscal year borrowings of the Qualified Entities made in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection during 2016 and (a) in the case of a school corporation, may, in the sole discretion of the Bond Bank, be made in anticipation of State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (b) in the case of a township, may, in the sole discretion of the Bond Bank, be made in anticipation of other revenues to be received by the township on or before

December 30, 2016). See “THE PROGRAM” and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E-2.

The proceeds of the Notes are anticipated to be used by the Trustee to purchase the Warrants of the respective Qualified Entities described in, and in the amounts set forth in, Appendix A hereto. Certain information related to such Qualified Entities is set forth in Appendix A. As of the date of the issuance of the Notes, such Qualified Entities will have entered into Agreements with the Bond Bank. Subject to the parameters of the Program, the Bond Bank may also purchase Warrants with the proceeds of the Notes from other Qualified Entities or in additional amounts from participating Qualified Entities if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

The Bond Bank will receive a Positive Cash Flow Certificate (as defined in Appendix B-1) from Crowe Horwath LLP, Indianapolis, Indiana, on the date of the issuance of the Notes to the effect that the principal and interest payments on the Warrants, assuming payment in accordance with the terms of the Warrants and assuming zero investment earnings, will at least be sufficient on the Payment Date to provide full payment of the principal of and interest on the Notes due on such Payment Date.

Provisions for Payment of the Warrants

As a precondition to the purchase of Warrants under the Program, the Qualified Entities will be required to demonstrate that the estimated amount of Ad Valorem Property Taxes, levied and in the process of collection, exceeds the amount of the Warrants as required by the Program participation guidelines. Certain Qualified Entities which are school corporations will receive tuition support funds in 2016 from the State in monthly installments. The Bond Bank, in determining the amount of Warrants to be purchased from a school corporation, may consider, in its sole discretion, the anticipated State tuition support distributions to be received by a school corporation on or before December 30, 2016. Certain Qualified Entities which are townships will receive other revenues periodically from the State and other political subdivisions. The Bond Bank, in determining the amount of Warrants to be purchased from a township, may consider, in its sole discretion, such anticipated revenues to be received by a township on or before December 30, 2016. See “THE PROGRAM—Program Participation and Borrowing Limits.” Prior to the purchase of any Warrant, a Qualified Entity will also be required under the Program to have taken all actions and received all approvals necessary to levy and collect sufficient Ad Valorem Property Taxes during 2016 for the payment of its Warrants to the extent such Warrants are payable from Ad Valorem Property Taxes. See “THE PROGRAM—General” for a further discussion of the process by which Qualified Entities adopt and fix tax levies for Ad Valorem Property Taxes. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E for further discussion of the preconditions to purchase the Warrants.

Unless the mailing of tax bills is delayed, Ad Valorem Property Taxes levied by Qualified Entities are due and payable to the treasurer of the county in which the Qualified Entity is located (each, a “County Treasurer”) in two installments, one on May 10 and the other on

November 10 of each fiscal year. See “—Procedures for Property Assessment, Tax Levy and Collection” below. Ad Valorem Property Taxes not paid by the date due are subject to imposition of a penalty and interest, which together with such taxes not paid constitute a lien on the property subject to the Ad Valorem Property Taxes. See “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

Receipts from Ad Valorem Property Tax collections are normally distributed through the auditor of the county in which the Qualified Entity is located (each, a “County Auditor”) in two installments in each Fiscal Year, one in June and one in December, unless advance distributions are requested by, and made to, Qualified Entities. See “—Procedures for Property Assessment, Tax Levy and Collection” below and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E-2. To further assure the availability of funds on the date that the Warrants are due, the Agreements will require that a Qualified Entity participating in the Program must, no later than May 15, 2016, or November 15, 2016, as applicable, submit a request in accordance with State law to the County Treasurer for advance distributions of not less than 95% of tax collections for each fund in anticipation of which Warrants have been issued and sold to the Bond Bank under the Program. Any Qualified Entity receiving advance tax distributions in excess of 5% of the total taxes in anticipation of which Warrants were issued will be required to invest such amounts for the payment of its Warrants in certain limited investments that mature no later than the due date of the respective Warrant.

Under the Program, Warrants are scheduled to mature and will be payable (i) on June 30, 2016 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date (as defined in the Warrant Purchase Agreements)) or (ii) on December 30, 2016. The “First Settlement Payment Due Date” means the earlier of December 30, 2016 or the fourth Business Day (as defined in the Warrant Purchase Agreements) following the “First Semi-Annual Settlement,” which is defined in the Warrant Purchase Agreements as the receipt by the Qualified Entity of its first semi-annual payment of revenues from taxes levied in 2015 and collectable in 2016 with respect to the fund in anticipation of which each Warrant is issued. Additionally, in the event the First Semi-Annual Settlement shall occur in more than one installment to the Qualified Entity to be made after June 30, 2016, following its receipt of each such installment, the Qualified Entity (i) must within two (2) Business Days following receipt of each such installment notify the Bond Bank of the amount so received and (ii) will be obligated to prepay the Warrants issued in anticipation of the First Semi-Annual Settlement in the amounts, on the date or dates, and in respect of the respective Warrants as may be determined by the Bond Bank in a notice to the Qualified Entity; provided the aggregate amount of each such prepayment of the Warrants shall not exceed the aggregate amount of each such respective installment received by the Qualified Entity.

Procedures for Property Assessment, Tax Levy and Collection

Real and personal property in the State is assessed each year as of March 1 in a year ending before January 1, 2015, and as of January 1 each year thereafter. On or before August 1 each year, each county auditor must submit to each underlying political subdivision located within that county a statement containing: (1) information concerning the assessed valuation in the political subdivisions for the next calendar year; (2) an estimate of the taxes to be distributed to the political subdivision during the last six months of the current calendar year; (3) the current

assessed valuation as shown on the abstract of charges; (4) the average growth in assessed valuation in the political subdivision over the preceding three budget years, adjusted according to procedures established by the Department of Local Government Finance (the "DLGF") to account for reassessment under certain provisions of the Indiana Code; (5) the amount of the political subdivisions' net assessed valuation reduction to enable the taxing district to absorb the effects of reduced property tax collections in the immediately succeeding calendar year that are expected to result from successful appeals of the assessed value of property located in the taxing district, deductions from tax abatement, and certain reassessments of real property; and (6) any other information at the disposal of the county auditor that might affect the assessed value used in the budget adoption process.

By statute, the budget, tax rate and levy of a local political subdivision (except for any school corporation which elects to have a budget year from July 1 of a year through June 30 of the following year) must be established no later than November 1. The budget, tax levy and tax rate are subject to review, revision, reduction or increase by the DLGF. The DLGF must complete its actions on or before February 15 of the immediately succeeding calendar year.

On or before March 15, each county auditor prepares and delivers to the Auditor of the State and the county treasurer the final abstract of property taxes within that county. The county treasurer mails tax statements the following April (but mailing may be delayed due to reassessment or other factors). Unless the mailing of tax bills is delayed, property taxes are due and payable to the county treasurer in two installments on May 10 and November 10. If an installment of taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due; provided, that so long as the installment is completely paid within 30 days of the due date and the taxpayer is not liable for delinquent property taxes first due and payable in a previous year for the same parcel, the amount of the penalty is 5% of the amount of the delinquent taxes. On May 11 and November 11 of each year after one year of delinquency, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Real property becomes subject to tax sale procedures on June 30 if a delinquency of more than \$25 then exists with respect to an installment due on or before May 10 of the prior year. With respect to delinquent personal property taxes, each county treasurer shall serve a demand upon each county resident who is delinquent in the payment of personal property taxes after November 10, but before August 1 of the succeeding year. Each county auditor distributes property taxes collected to the various political subdivisions on or before the June 30 or December 31 after the due date of the tax payment.

Under State law, personal property is assessed at its actual historical cost less depreciation, whereas real property must be assessed in accordance with the 2011 Real Property Assessment Manual (the "Manual") and the Real Property Assessment Guidelines for 2011 (the "Guidelines"), both published by the DLGF, pursuant to 50 Indiana Administrative Code 2.4 (the "Rule"). The purpose of the Rule is to accurately determine "true tax value" as defined in the Manual and the Guidelines, not to mandate that any specific assessment method be followed. The Manual defines "true tax value" for all real property, other than agricultural land, as "the market value in use of a property for its current use, as reflected by the utility received by the owner or a similar user from that property." In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and certain provisions of the Indiana

Code. The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease in administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal methodology, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they are capable of producing accurate and uniform values throughout the jurisdiction and across all classes of real property. The Manual specifies the standards for accuracy and validation that the DLGF will use to determine the acceptability of any alternate appraisal method.

The intent of the DLGF is that an assessment determined by an assessing official in accordance with the Rule and the Manual and Guidelines shall be presumed to be correct. Any evidence relevant to the true tax value of the real property as of the assessment date may be presented to rebut the presumption of correctness of the assessment. Such evidence may include an appraisal prepared in accordance with generally recognized appraisal standards; however, there is no requirement that an appraisal be presented either to support or to rebut an assessment. Instead, the validity of the assessment shall be evaluated on the basis of all relevant evidence presented. Whether an assessment is correct shall be determined on the basis of whether, in light of the relevant evidence, it reflects the real property's true tax value.

There are certain credits, deductions and exemptions available for various classes of property. For instance, real property may be eligible for certain deductions for mortgages, solar energy heating or cooling systems, wind power devices, hydroelectric power devices and geothermal energy heating or cooling devices and if such property is owned by the aged. Residential real property may be eligible for certain deductions for rehabilitation. Real property, which is the principal residence of the owner thereof, is entitled to certain deductions and may be eligible for additional deductions, and if such owner is blind or disabled, such property may also be eligible for additional deductions. Buildings designed and constructed to systematically use coal combustion products throughout the building may be eligible for certain deductions. Tangible property consisting of coal conversion systems and resource recovery systems may be eligible for certain deductions. Tangible property or real property owned by disabled veterans and their surviving spouses may be eligible for certain deductions. Commercial and industrial real property, new manufacturing equipment and research and development equipment may be entitled to economic revitalization area deductions. Government-owned properties and properties owned, used and occupied for charitable, educational or religious purposes may be entitled to exemptions from tax. "Assessed value" or "assessed valuation" means an amount equal to the true tax value of property, which represents the gross assessed value of such property, less any deductions, credits and exemptions applicable to such property, and is the value used for taxing purposes in the determination of tax rates.

Effective with the tax year payable 2009, the standard deduction for homesteads was increased from the lesser of \$45,000 or 50% of assessed value to the lesser of \$45,000 or 60% of assessed value. Additionally, a supplemental homestead deduction equal to 35% of the next \$600,000 of assessed value remaining after the standard deduction and 25% of the remaining assessed value over \$600,000 was implemented beginning in 2009.

Changes in assessed values of real property occur periodically as a result of general reassessments scheduled by the State General Assembly, as well as when changes occur in the property due to new construction or demolition of improvements. Before July 1, 2013, and before May 1 of every fourth year thereafter, each county assessor is required to prepare and submit to the DLGF a reassessment plan for its county. The DLGF must complete its review and approval of the reassessment plan before March 1, 2015, and January 1 of each subsequent year following the year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four different groups of parcels. Each group of parcels must contain approximately 25% of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each four-year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on May 1 of a year and must be completed on or before January 1 of the year after the year in which the reassessment of the group of parcels begins. For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than 25% of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one year. However, a plan must cover a four-year period. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each reassessment cycle. The reassessment of the first group of parcels under a county's reassessment plan was required to begin on July 1, 2014, and was required to be completed on or before January 1, 2015.

In addition, the assessed value of real property will be annually adjusted to reflect changes in market value, based, in part, on comparable sales data, in order to account for changes in value that occur between reassessments. This process is generally known as "Trending."

When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner must first request in writing a preliminary conference with the county or township official who sent the owner such written notification. That request must be filed with such official within 45 days after the written notification is given to the taxpayer. That preliminary conference is a prerequisite to a review of the assessment by the county property tax assessment board of appeals. While the appeal is pending: (1) any taxes on real property which become due on the property in question must be paid in an amount based on the immediately preceding year's assessment, or it may be paid based on the amount that is billed; and (2) any taxes on personal property which become due on the property in question must be paid in an amount based on the assessed value reported by the taxpayer on the taxpayer's personal property tax return, or it may be paid based on the amount billed.

Prior to February 15 of each year for taxes to be collected during that year, the DLGF is required to review the proposed budgets, tax rates and tax levies of each political subdivision and the proposed appropriations from those levies to pay principal of and interest on each political subdivision's funding, refunding, judgment funding or other outstanding obligations, to pay judgments rendered against the political subdivision and to pay the political subdivision's outstanding lease rental obligations (collectively "bond and lease obligations") to be due and payable in the next calendar year. If it determines that the proposed levies and appropriations are

insufficient to pay the bond and lease obligations, the DLGF may at any time increase the tax rate and tax levy of a political subdivision to pay such bond and lease obligations.

Each Qualified Entity in the Program has agreed in its Warrant Purchase Agreement that for so long as any Warrant that has been issued in anticipation of revenues of a fund remains outstanding, the Qualified Entity shall not, without the consent of the Bond Bank and the Bank, issue any warrant or comparable obligation for the then-current year.

Neither the Bond Bank nor any Qualified Entity can predict the extent to which compliance with the DLGF requirements will continue to affect property tax collections. Further, no assurances can be given by the Bond Bank regarding the availability or feasibility of any alternatives for the payment by the Qualified Entities of debt service on their Warrants and other debt obligations due on or before December 30, 2016. However, at this time, it is anticipated that all Warrants issued under the Program in 2016 will be paid at maturity with property tax collections payable in 2016 or, in the case of certain Qualified Entities which are school corporations, from tuition support distributions from the State to be received by the school corporation on or before December 30, 2016, and in the case of certain Qualified Entities which are townships, from other revenues to be received by the township on or before December 30, 2016, or that alternative provisions will be made for payment of the Warrants.

The electors of the State, at the general election held on November 2, 2010, approved an amendment to the State Constitution (the "Amendment"), which provides taxpayers with a tax credit for all property taxes in an amount that exceeds a percentage of the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). As a result of such approval, the Amendment has become a part of the State Constitution.

In particular, under the Amendment, with respect to property taxes first due and payable in 2012 and thereafter, the State General Assembly is required to limit a taxpayer's property tax liability as follows:

(1) A taxpayer's property tax liability on tangible property, including curtilage, used as a principal place of residence by an:

(a) owner of property;

(b) individual who is buying the tangible property under a contract; or

(c) individual who has a beneficial interest in the owner of the tangible property (collectively, "Tangible Property");

may not exceed 1% of the gross assessed value of the property that is the basis for the determination of property taxes.

(2) A taxpayer's property tax liability on other residential property may not exceed 2% of the gross assessed value of the property that is the basis for the determination of property taxes.

(3) A taxpayer's property tax liability on agricultural property may not exceed 2% of the gross assessed value of the property that is the basis for the determination of property taxes.

(4) A taxpayer's property tax liability on other real property may not exceed 3% of the gross assessed value of the property that is the basis for the determination of property taxes.

(5) A taxpayer's property tax liability on personal property (other than personal property that is Tangible Property or personal property that is other residential property) within a particular taxing district may not exceed 3% of the gross assessed value of the taxpayer's personal property that is the basis for the determination of property taxes within the taxing district.

The Amendment provides that, with respect to property taxes first due and payable in 2012 and thereafter, the following property taxes will not be considered for purposes of calculating a person's Circuit Breaker Tax Credit: (1) property taxes imposed for the purpose of paying operating expenses or making debt service payments after being approved by the voters in a referendum or local public question, (2) with respect to a Qualified Entity that is a school corporation, property taxes imposed after being approved by the voters in a referendum that are deposited into a separate Referendum Tax Levy Fund (as defined under State law), and may be used for any lawful school expenses, and (3) as more particularly explained below, property taxes imposed in Lake County and St. Joseph County to pay debt service or make lease rental payments for bonds or leases issued or entered into before July 1, 2008 (clauses (1) through and including (3), collectively, the "Exempt Levies").

Under the Amendment, the State General Assembly may, by law, provide that property taxes imposed in Lake or St. Joseph County to pay debt service or make lease rental payments for bonds or leases issued or entered into before July 1, 2008 ("Pre-Amendment Bonds" and "Pre-Amendment Leases"), will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Amendment described in the preceding paragraphs; provided that any such law may not apply after December 31, 2019. The State General Assembly has enacted such law, and it applies through and including December 31, 2019. In 2013, the General Assembly enacted legislation, effective January 1, 2014, which provides that property taxes to pay:

(1) any bonds issued to refund Pre-Amendment Bonds, which have a maturity date that is not later than the maturity date of such refunded Pre-Amendment Bonds ("Refunding Pre-Amendment Bonds"); or

(2) to make lease payments (a) on a Pre-Amendment Lease that is amended to secure Refunding Pre-Amendment Bonds, which has a term that is not longer than the term of such Pre-Amendment Lease, or (b) on a Pre-Amendment Lease that secures Refunding Pre-Amendment Bonds, which has a term that ends not later than the maturity date of the Pre-Amendment Bonds refunded by such Refunding Pre-Amendment Bonds;

in each case, will also not be considered for purposes of calculating the limits to property tax liability under the provisions of the Amendment described in the preceding paragraphs. Pursuant to the Amendment, this legislation may not apply after December 31, 2019.

In addition, pursuant to statute, certain senior citizens with annual income below specified levels or their surviving spouses may be entitled to credits in addition to the Circuit Breaker Tax Credit with respect to their property tax liability attributable to their homesteads.

In addition to its other Program limitations, the Bond Bank has taken into account the effect of the Circuit Breaker Tax Credits by further reducing the principal amount of certain Warrants that a Qualified Entity may issue to the Bond Bank. In particular, based on the most recent certified levies provided by the DLGF and the most recent reductions in the collection of Ad Valorem Property Taxes as a result of the Circuit Breaker Tax Credits, as provided by the DLGF (the "Anticipated Property Tax Reductions"), the Bond Bank, in applying its borrowing limitations, has assumed that the amount of Ad Valorem Property Taxes to be collected in each fund of a Qualified Entity (except as described in the following sentence) will be reduced by the Anticipated Property Tax Reductions. The Bond Bank has not applied this borrowing limitation to any Warrant issued by a Qualified Entity for any fund established with respect to collection of the Exempt Levies (collectively, the "Exempt Funds"), because of the statutory requirement that all taxing units in the State must apply all property taxes to the payment of their debt service or lease rental obligations, as further described in the paragraph below, and because of the direction provided by the DLGF that all County Auditors must fully fund all the levies for Exempt Funds prior to allocating property tax revenues to all other funds. Certain Qualified Entities participating in the Program are borrowing for funds supported by property taxes imposed after being approved by the voters in a referendum or local public question and certain Qualified Entities that are school corporations are borrowing for their respective Referendum Tax Levy Funds.

The application of the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. Except for referendum tax levies approved by voters for the benefit of school corporations, a political subdivision may not increase its property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

Political subdivisions are required by law to fully fund the payments of their debt obligations in an amount sufficient to pay any debt service or lease rentals on outstanding obligations, regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit.

Upon the failure of a political subdivision to pay any of the political subdivision's Debt Service Obligations (as hereinafter defined) during a calendar year when due, the Treasurer of State, upon being notified of the failure by a claimant, shall pay the unpaid Debt Service Obligations that are due from money in possession of the State that would otherwise be available for distribution to the political subdivision under any other law, deducting such payment from the amount distributed. "Debt Service Obligations" of a political subdivision means (1) the principal and interest payable during a calendar year on bonds and (2) lease rental payments payable during a calendar year on leases of such political subdivision, which are payable from ad

valorem property taxes. This application of property tax revenues may impact the ability of political subdivisions to provide existing levels of service and, in extreme cases, the ability to make debt service or lease rental payments.

Indiana Code 6-1.1-20.6 categorizes property taxes levied to pay Debt Service Obligations as “protected taxes,” regardless of whether the property taxes were approved at a referendum, and all other property taxes as “unprotected taxes.” For property taxes due and payable in 2015 and thereafter, the total amount of revenue to be distributed to a fund for which protected taxes were imposed shall be determined as if no Circuit Breaker Tax Credit was applied. The total amount of the loss in revenue due to the application of the Circuit Breaker Tax Credit must reduce only the amount of unprotected taxes distributed to a fund using the following criteria: (1) the reduction may be allocated in the amounts determined by the political subdivision using a combination of unprotected taxes of the political subdivision in those taxing districts in which the credit caused a reduction in protected taxes, and (2) the tax revenue and each fund of any other political subdivisions must not be affected by the reduction. If the allocation of property tax reductions to funds receiving only unprotected taxes is insufficient to offset the amount of the Circuit Breaker Tax Credit, the revenue for a fund receiving protected taxes will also be reduced. If a fund receiving protected taxes is reduced, the statute provides that a political subdivision may transfer money from any other available source in order to meet its Debt Service Obligations. The amount of this transfer is limited to the amount by which the protected taxes are insufficient to meet Debt Service Obligations.

Neither the Bond Bank nor any Qualified Entity can predict the timing, likelihood or impact on property tax collections of any future judicial actions, amendments to the State Constitution, including legislation, regulations or rulings taken, enacted, promulgated or issued to implement the regulations, the statutes or the Amendment described above or of future property tax reform in general. In addition, there can be no assurance as to future events or legislation that may impact such regulations or statutes or the Amendment or the collection of property taxes by any Qualified Entity.

Enforcement of Warrants

As the owner of the Warrants, the Bond Bank has available to it all remedies available to owners or holders of securities issued by the Qualified Entities. The Act provides that, upon the sale and delivery of any Warrants to the Bond Bank, the Qualified Entity is deemed to have agreed that all statutory defenses to nonpayment are waived in the event that such Qualified Entity fails to pay principal of, or interest on, such Warrants when due.

The Agreements will provide that to the extent permitted by law, any Warrant which is not paid on or before the due date will bear interest at the Reinvestment Rate (as defined in Appendix B-2) thereafter. Additionally, the Act authorizes the Bond Bank to collect from the Qualified Entities fees and charges for its services and empowers the Qualified Entities to contract for and to pay such fees and charges. Pursuant to each Agreement, each Qualified Entity will agree to pay to the Bond Bank an amount, if any, equal to all costs and expenses incurred by or on behalf of the Bond Bank from time to time as a result of any failure by such Qualified Entity to comply with any of the provisions of the Agreement.

Under the Program, each of the Qualified Entities will be required to pledge and appropriate sufficient Ad Valorem Property Taxes levied and in the course of collection (and, if applicable, (a) in the case of a school corporation, State tuition support distributions to be received by the school corporation on or before December 30, 2016 and (b) in the case of a township, other revenue to be received by the township on or before December 30, 2016) to the payment of the Warrants. All Ad Valorem Property Taxes, including such taxes pledged and appropriated for the payment of the Warrants and other revenues, will be deposited into the funds for which they have been levied or are to be received, but will not be separately held or otherwise segregated pending the payment of the Warrants. See “RISK FACTORS” and “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

Each Qualified Entity has agreed under its Agreement to report to the Bond Bank on its compliance with certain covenants which the Qualified Entity will make regarding various actions and conditions necessary to preserve the tax-exempt status of interest paid on the Warrants. See “TAX MATTERS.” The Bond Bank has also determined to consult with the Qualified Entities, as necessary from time to time, with regard to the actions needed to be taken by the Qualified Entities to preserve the excludability of the interest on the Notes from the gross income of the holders of the Notes for federal income tax purposes.

Credit Facility

The Credit Facility will be available to the Trustee pursuant to the terms of the Credit Facility and the Reimbursement Agreement (the “Credit Facility Agreement”), dated as of January 1, 2016, by and between the Bond Bank and the Bank, and the assignment of the rights thereunder by the Bond Bank to the Trustee pursuant to the Indenture. The Credit Facility is a standby credit facility in the amount of \$6,607,800, and secures the payment of a portion of the principal of and interest on the Notes (the “Maximum Available Credit”). Funds available under the Credit Facility provide for payment of a portion of the debt service on the Notes in the event one or more Qualified Entities fail to make principal and interest payments on their Warrants on a timely basis to the extent such defaults in payment on the Warrants, if any, do not, in the aggregate, exceed the Maximum Available Credit. Thus, the Credit Facility only provides additional assurance of payment on the Notes in the event of limited defaults in payment by only a limited number of the participating Qualified Entities.

If, as a result of the nonpayment or late payment on Warrants, the amount on deposit under the Indenture is not sufficient to pay the entire amount of interest and principal coming due on the Notes, the Trustee is required to request a disbursement from the Bank under the Credit Facility in an amount equal to such deficiency up to the Maximum Available Credit. See “OPERATION OF FUNDS AND ACCOUNTS—General Fund”. The term of the Credit Facility extends from the date of issuance of the Notes through January 5, 2017. So long as no event of default has occurred under the Credit Facility Agreement, one disbursement may be used to provide for payment of principal of and interest on the Notes. Upon not less than seven banking days’ prior notice to the Bond Bank and the Trustee, the Bank may terminate the Credit Facility by reason of an event of default. Under the Indenture, the Trustee is directed to request payment from the Bank in the amount of the Maximum Available Credit upon receipt of a notice of termination from the Bank by reason of an occurrence of an event of default. Under the

Credit Facility Agreement, payments made by the Bond Bank to the Bank in respect of amounts borrowed thereunder are first applied against interest accrued through the date of any such payment and then to principal outstanding thereunder.

Repayments to the Bank of amounts advanced to the Bond Bank pursuant to the Credit Facility, together with interest thereon, will be made solely from the moneys held in the General Fund under the Indenture and all investments of money held in the General Fund, subject only to the security interest therein granted by the Bond Bank to the Trustee for the benefit of the holders of the Notes. Further, under the terms of the Indenture, the Trust Estate has been pledged and otherwise granted to the benefit of the Bank to secure the Bond Bank's obligations under the Credit Facility Agreement and Credit Facility, provided that any interest in, lien on, or pledge of the Trust Estate in favor of the Bank will be junior and subordinate to any interest in, lien on, or pledge of the Trust Estate in favor of any owner of Notes other than the Bank. All fees imposed to establish and maintain the Credit Facility will be paid to the Bank on the date of the issuance of the Notes from the proceeds of the Notes or otherwise. See "SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT" in Appendix E.

In the opinion of legal counsel to the Bank, under current law and regulations, the Credit Facility Agreement will constitute the legal, valid and binding obligation of the Bank, enforceable against the Bank in accordance with its terms except as limited by bankruptcy, insolvency, liquidation, reorganization, moratorium, conservatorship, receivership or similar occurrence affecting the Bank and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or an action at law).

THE PROGRAM

General

The Bond Bank established the Program in order to provide a mechanism for financing traditional cash flow deficits which are anticipated by Indiana political subdivisions during the given fiscal year. The fiscal year for most Indiana political subdivisions is coextensive with the calendar year (the "Fiscal Year"). With the exception of school corporations, Indiana political subdivisions depend primarily on Ad Valorem Property Taxes to meet operating expenses. School corporations depend primarily on State tuition support distributions to meet operating expenses. Indiana political subdivisions, including school corporations, depend primarily on Ad Valorem Property Taxes and State aid to make capital expenditures or amortize debt incurred for capital expenditures. Indiana political subdivisions finalize budgets, hold hearings and adopt budgets and tax levies for the following Fiscal Year during the months of August and September of the preceding Fiscal Year and the same are reviewed by the appropriate County Board of Tax Adjustment (if so existing) and by the DLGF. The DLGF is directed by State law to complete its review and approval of budgets and tax levies by February 15 of such following Fiscal Year. Property taxes for political subdivisions, which are collected during each Fiscal Year, are payable in two installments, which are normally due in May and November. By law, taxes are required to be collected by the County Treasurer and distributed by the County Auditor to the political subdivisions on or before June 30 and December 31. However, because the timing of tax receipts rarely matches the timing of expenditures, political subdivisions routinely issue warrants in anticipation of the next succeeding payments of Ad Valorem Property Taxes to the

extent authorized by State law. The Program was established to finance cash flow deficits arising from such traditional timing differences between expenditures and tax receipts.

Certain Qualified Entities which are school corporations may be entitled to tuition support funds from the State. Tuition support means, with respect to a Qualified Entity which is a school corporation, the total amount of State tuition support the school corporation receives in a particular year for its basic programs pursuant to Indiana Code 20-43. The amount of tuition support to which a certain school corporation is entitled is determined using a formula with several factors, including a school corporation's average daily membership, its maximum permissible tuition support ad valorem property tax levy, the amount of federal aid it receives, and other factors. The tuition support for each school corporation is determined as part of the biennial budget process, and such tuition support payments will be made to the school corporations in 2016 in twelve equal monthly installments on or about the 15th of each month.

A Qualified Entity which is a school corporation may request to borrow additional funds from the Bond Bank based on the amount of tuition support that it anticipates receiving from the State, but in no event in excess of 80% of the sum of the Ad Valorem Property Taxes levied and estimated for collection during 2016 and 80% of the State tuition support distribution anticipated to be received on or before December 30, 2016. A Qualified Entity which is a township may request to borrow additional funds from the Bond Bank based on the amount of additional revenues it anticipates receiving on or before December 30, 2016, but in no event in excess of 80% of the sum of the Ad Valorem Property Taxes levied and estimated for collection during 2016 and 80% of such other revenues which are anticipated to be received on or before December 30, 2016 with respect to the fund or funds upon which a Warrant is to be issued. For purposes of calculating the sum of Ad Valorem Property Taxes in the two preceding sentences, the Bond Bank has reduced such sum for each fund, except for an Exempt Fund, by the amount of Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits, as further described in "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Procedures for Property Assessment, Tax Levy and Collection." The Bond Bank, in determining the amount of Warrants to be purchased from a school corporation, may consider in the sole discretion of the Bond Bank, the anticipated amount of State tuition support distributions to be received by a school corporation on or before December 30, 2016. With respect to a township, the Bond Bank may consider, in the sole discretion of the Bond Bank, other revenues anticipated to be received by such township on or before December 30, 2016.

The proceeds of a Warrant purchased by the Bond Bank from a Qualified Entity under the Program will be deposited in the fund for which such Warrant was issued and the Warrant will be payable from the Ad Valorem Property Taxes deposited to such fund; provided, however, that any school corporation may also pay principal of and interest on a Warrant issued for any fund from the school corporation's general fund in the case of anticipated State tuition support distributions and may also pay the interest on a Warrant for any fund from the school corporation's debt service fund. The Bond Bank covenants that it will (1) not purchase a Warrant for a fund in a principal amount in excess of 80% of the semiannual levy, which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (as estimated or certified by the DLGF) (or, in the case of: (i) a school corporation, in a principal amount in excess of 80% of the semiannual levy and State tuition support distributions which are anticipated to be collected by the Qualified Entity in such fund by the

time such Warrant is due and payable (as estimated or certified by the DLGF and the Indiana Department of Education); or (ii) a township, in a principal amount in excess of 80% of the semiannual levy and the other revenues which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (as estimated or certified by the Indiana Department of Local Government Finance)), and (2) not consent, pursuant to the Agreement, to the issuance by a Qualified Entity of any parity obligations similar to the Warrants in an amount, which, together with other warrants outstanding for a fund, would exceed 80% of such semiannual levy which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (or, in the case of: (i) a school corporation, the issuance by such school corporation of any parity obligations similar to the Warrants in an amount, which, together with other Warrants outstanding for a fund, would exceed 80% of such semiannual levy and State tuition support distributions; or (ii) a township, in a principal amount in excess of 80% of the semiannual levy and other revenues which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable), unless the Bond Bank provides written notice thereof to S&P. For purposes of calculating the semiannual levy in each case in the preceding sentence, the Bond Bank has reduced the amount of such levy for each fund, except an Exempt Fund, by the amount of Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits, as further described in “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Procedures for Property Assessment, Tax Levy and Collection.”

Each Agreement will set forth the due dates for the Qualified Entity’s Warrants, none of which may be later than December 30, 2016. Each Agreement will restrict the Qualified Entity from issuing any warrant or comparable obligation (each, an “Additional Obligation”) in anticipation of the revenues budgeted for the funds in anticipation of which the Warrants were issued without the consent of the Bond Bank and the Bank. See “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E. It is possible that the Bond Bank will consent to certain additional cash flow borrowings by Qualified Entities participating in the Program made in anticipation of distributions of budgeted revenues for a fund in anticipation of which Warrants purchased under the Program were issued. Prior to giving consent, the Bond Bank or the Bank would likely require that (a) such Additional Obligation be subordinated to any Warrants issued by the Qualified Entity and held by the Bond Bank, (b) such Qualified Entity demonstrate an ability to repay such Additional Obligation with revenues from a source other than Ad Valorem Property Taxes pledged to pay its Warrants or (c) such Qualified Entity otherwise demonstrate that the ability to pay its Warrants is not adversely affected by the issuance of such Additional Obligations. See “—Authority to Issue Warrants” in this section. However, nothing requires the Bond Bank or the Bank to condition its consent to issuing an Additional Obligation on any specific requirements. See “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E.

Determination of Program Needs

The Program has been designed to provide short-term loans to finance cash flow deficits incurred by each Qualified Entity prior to the receipt of Ad Valorem Property Taxes (and (a) in the case of certain school corporations, in anticipation of State tuition support distributions to be received on or before December 30, 2016, and (b) in the case of townships, in anticipation of other revenues to be received on or before December 30, 2016) which are collected by the

county in which such Qualified Entity is located. These short-term loans will be repaid out of Ad Valorem Property Tax proceeds due to be collected in 2016 (and (a) in the case of certain school corporations, at the sole discretion of the Bond Bank, in anticipation of State tuition support distributions to be received on or before December 30, 2016, and (b) in the case of townships, at the sole discretion of the Bond Bank, in anticipation of other revenues to be received on or before December 30, 2016).

Prior to the commencement of the Program, Qualified Entities historically financed annual cash flow deficits by the public sale or private placement of warrants or by borrowing from other internal sources.

Based upon (i) its prior experience with Qualified Entity borrowings, (ii) a review of historical financing patterns and (iii) funding needs projected from data submitted by Qualified Entities, the Bond Bank and its financial advisor have determined the reasonably expected funding needs of the Qualified Entities participating in the Program. The proceeds of the Notes are anticipated to be used by the Trustee to purchase Warrants of the Qualified Entities described in Appendix A hereto. Each of the Qualified Entities will have entered into an Agreement with the Bond Bank as of the date of the issuance of the Notes. The Bond Bank may also purchase Warrants issued by other Qualified Entities with the proceeds of the Notes or additional amounts from the Qualified Entities described in Appendix A, if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

Authority to Issue Warrants

Various Indiana political subdivisions have authority to issue obligations in anticipation of the collection of revenues, including school corporations (“School Corporations”), counties (“Counties”), cities (“Cities”), towns (“Towns”), townships (“Townships”) and library corporations (“Library Corporations”). Although certain of the Qualified Entities are authorized by law to issue Warrants, as described below, in a greater amount, the amount of Warrant borrowings under the Program is more restrictive as a result of Program limitations, including, among others, that, in general, the principal amount of Warrants issued may not exceed 80% of the taxes levied and estimated for collection during the semiannual period a Warrant is due and in anticipation of which such Warrants are issued with respect to the fund or upon which a Warrant is to be issued. See “—Program Participation and Borrowing Limits” in this section for a further description of these limitations.

School Corporations are authorized by law to issue warrants, upon the finding by their governing boards that an emergency exists for the borrowing of money with which to pay current expenses from a particular fund prior to the receipt of revenues from taxes already levied or State tuition support distributions for such fund and in anticipation of the receipt of such revenues. The principal of such warrants is payable solely from the fund for which such taxes have been levied or from a School Corporation’s general fund in the case of anticipated State tuition support distributions, but interest thereon may be paid either from the School Corporation’s debt service fund, from the fund for which such taxes have been levied or the general fund in the case of anticipated State tuition support distributions.

Counties are authorized by law to make temporary loans to meet current operating expenses, in anticipation of and not in excess of county revenues for the current fiscal year, which must be evidenced by tax anticipation warrants of the County. An ordinance authorizing the issuance of tax anticipation warrants must appropriate and pledge a sufficient amount of the funds and revenues in anticipation of which the warrants are issued to the punctual payment of the warrants. Interest on all warrants issued by Counties, including the Warrants, must cease to accrue upon their maturity, but under the Act and the Agreement, the Bond Bank is authorized to collect any costs resulting from the late payment by, and any required enforcement against, any County.

Cities and Towns are authorized by law to issue warrants by ordinance for the purpose of making temporary loans in anticipation of current revenues that have been levied and are being collected for the year in which issued. The ordinance authorizing such loans must appropriate and pledge to their payment a sufficient amount of the revenues in anticipation of which the warrants are issued and out of which they are payable.

Library Corporations may issue warrants by action of the local library board for the purpose of obtaining temporary loans in an amount not to exceed the uncollected and anticipated taxes for the current year which have been levied but are not yet collected.

Townships may issue warrants by action of the local township board for the purpose of obtaining temporary loans in an amount not to exceed 80% of the Township's total anticipated revenue for the remainder of the year in which the loans are taken out.

Other political subdivisions are authorized by law to issue warrants consistent with the borrowing limitations established under the Program.

Program Participation and Borrowing Limits

To be considered for participation in the Program, each Qualified Entity has submitted an application to the Bond Bank. Application information and data supplied by each Qualified Entity seeking to participate in the Program included among other things the following: the historical and estimated cash flow data during the current Fiscal Year and the two Fiscal Years immediately preceding the date of the application; a list of the ten largest taxpayers; tax collection history; historical and projected budget and levy information; and general economic and demographic information and data.

Upon receipt of applications for participation in the Program, each applying Qualified Entity was analyzed to determine, consistent with the purposes of the Bond Bank, whether a Qualified Entity would be permitted to participate in the Program. Such analysis consisted of an internal financial review undertaken by the Bond Bank with the assistance of Crowe Horwath LLP, Indianapolis, Indiana, as financial advisor to the Bond Bank. The Qualified Entities described in Appendix A have applied for participation in the Program, have been analyzed by the Bond Bank and its financial advisor and have been approved for participation in the Program by the Board of Directors of the Bond Bank.

Based on documentation and estimates supplied by a Qualified Entity at or prior to the time of execution of its Agreement, the Bond Bank's financial advisor has performed certain

computations to arrive at the maximum anticipated Cumulative Cash Flow Deficit with respect to such Qualified Entity's budget and the limitation based upon the applicable percentage of Ad Valorem Property Tax levies or for certain school corporation general funds, the applicable percentage of the December State tuition support distribution, to be financed by the proposed Warrants. These computations, together with other Program limitations discussed herein, serve as the basis for determining the maximum amount that a Qualified Entity is authorized to borrow from the Bond Bank under the Program.

Pursuant to the Agreements, each Qualified Entity will be required to represent and warrant certain matters to the Bond Bank in order to be eligible to participate in the Program. See "SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS" in Appendix E. A Qualified Entity may not issue, without the consent of the Bond Bank, warrants or other obligations in anticipation of Ad Valorem Property Taxes levied for collection during 2016 or for certain school corporation general funds, the applicable percentage of the December State tuition support distribution, with respect to the fund or funds upon which such warrants or other obligations are to be issued.

Subject to the next paragraph, for every Qualified Entity, the Bond Bank has limited the maximum amount for each Warrant maturing on June 30, 2016 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date), which may be borrowed to the least of (a) 40% of the Ad Valorem Property Taxes levied and estimated for collection during 2016 with respect to the fund or funds upon which a Warrant is to be issued, (b) the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period (as defined in Appendix B-2) or (c) the amount permitted pursuant to the laws of the State. Subject to the next paragraph, for every Qualified Entity, the Bond Bank has limited the maximum amount for each Warrant maturing on December 30, 2016, which may be borrowed to the least of (a) 40% of the Ad Valorem Property Taxes levied and estimated for collection during 2016 with respect to the fund or funds upon which a Warrant is to be issued, unless the Bond Bank provides written notice thereof to S&P, (b) the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period (as defined in Appendix B-2) or (c) the amount permitted pursuant to the laws of the State. The limitation set forth in each clause (a) above is based upon the amount of Ad Valorem Property Taxes levied for collection during 2016, reduced by, for each fund except an Exempt Fund, the amount of Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits, as further described in "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Procedures for Property Assessment, Tax Levy and Collection." The limitation set forth in each clause (b) above applies as a comparison of total Warrant borrowing (all maturities) to the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period. Typically, for purposes of the Program, this amount is preliminarily certified by the DLGF in December of the prior year or January of the then-current year. However, for the Program in 2016, the DLGF's certification of Ad Valorem Property Taxes levied for collection during 2015 is being used to certify this amount for almost all of the Qualified Entities.

A Qualified Entity which is a school corporation may request to borrow funds in excess of the maximum amount described in the above paragraph, based on the amount of State tuition support distributions that a school corporation anticipates receiving from the State, but in no event in excess of 80% of the sum of the Ad Valorem Property Taxes levied and estimated for

collection in 2016 plus State tuition support distribution anticipated to be received on or before December 30, 2016, as certified by the Indiana Department of Education, with respect to the fund or funds upon which a Warrant is to be issued. The Bond Bank shall have sole discretion to determine the borrowing limits of a school corporation in light of any State tuition support distributions. With respect to a township, in addition to the Ad Valorem Property Taxes, the Bond Bank shall have sole discretion to determine the borrowing limits of such township inclusive of additional other revenues to be received by the Qualified Entity on or before December 30, 2016, but in no event in excess of 80% of the sum of Ad Valorem Property Taxes levied and estimated for collection in 2016, and the additional other revenues to be received by the township on or before December 30, 2016.

RISK FACTORS

Purchasers of the Notes are advised of certain risk factors with respect to the payment of the Warrants by the Qualified Entities and payment of the Notes at maturity. This discussion is not intended to be all-inclusive, and other risks may also be present.

The ability of the Bond Bank to pay principal of, and interest on, the Notes depends primarily upon the receipt by the Bond Bank of payments pursuant to the Warrants, including interest at the rates provided therein, from all Qualified Entities participating in the Program which are obligated to make such payments to the Bond Bank, together with earnings on the amounts in the Funds and Accounts sufficient to make such payments. **The Bond Bank will not maintain a debt service reserve fund for the Notes and the provisions of Indiana Code 5-1.5-5 do not apply to the Notes.** Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chair of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement.

Except for the Credit Facility, there is no source of funds available to make up for any deficiencies in the event of one or more defaults by one or more Qualified Entities in such payments on the Warrants. There can be no representation or assurance that all of the Qualified Entities participating in the Program will receive sufficient taxes or other revenues or otherwise have sufficient funds available to make their required payments on the Warrants. The receipt of such revenues by any Qualified Entity is subject to, among other things, future economic conditions, actions by creditors and other conditions which are variable and not certain of prediction. For a description of procedures for providing for the payment of Warrants, see the captions “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Provisions for Payment of the Warrants” and “—Procedures for Property Assessment, Tax Levy and Collection” and “THE PROGRAM.” For a more detailed discussion of specific Qualified Entities, see “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

All counties in which the Qualified Entities are located are expected to be on time for taxes payable in 2016. However, notwithstanding any such delay, it is anticipated that all Warrants will be paid with property tax collections payable in 2016 or, in the case of certain Qualified Entities that are school corporations, from tuition support distributions from the State,

or, in the case of certain Qualified Entities which are townships, from other revenues to be received by the township on or before December 30, 2016, or that alternative provisions will be made for payment of the Warrants.

To the extent the Trustee does not have sufficient funds on deposit under the Indenture to pay the entire amount of interest and principal coming due on the Notes (as a result of the nonpayment or late payment on Warrants), the Trustee is directed to request payment from the Bank, up to the Maximum Available Credit, under the Credit Facility. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Credit Facility.” The Maximum Available Credit under the Credit Facility is less than the aggregate principal and interest payments that will be due on the Notes, and thus there can be no assurance that amounts available under the Credit Facility will be sufficient to fund deficiencies and make debt service payments on all Notes in full on a timely basis in the event of one or more defaults by Qualified Entities in making payments on the Warrants. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Credit Facility.” In the event there are not sufficient funds available to pay debt service on all Notes in full on a timely basis, available funds would be paid on a pro rata basis to the holders of the Notes.

The ability of the Bank to honor a request for payment on the Credit Facility will be a function of its solvency at the time of such request for payment. See Appendix D for a discussion of the Bank and financial information related to the Bank. In the event that the Bank does not honor the request for payment on the Credit Facility or an event of default occurs under the Credit Facility Agreement and results in the termination of the Credit Facility, as defined and described in the Credit Facility Agreement, the rating on the Notes could be revised downward or withdrawn entirely. In addition, there can be no assurance that the credit ratings of the Bank will continue at their current levels. The rating on the Notes could be downgraded or withdrawn if the Bank is downgraded, placed on credit watch or has its ratings suspended or withdrawn.

The remedies available to the Trustee, to the Bond Bank or to the owners of the Notes upon the occurrence of an Event of Default under the Indenture or under the terms of any of the Warrants purchased by the Bond Bank and the Agreement related thereto or the Credit Facility Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Agreements, the Warrants, and the Credit Facility Agreement may not be readily available or may be limited.

DESCRIPTION OF THE NOTES

General Description

The Notes will be issued under the Indenture as fully registered notes in the denomination of \$5,000 or any integral multiple thereof. The Notes will mature on January 4, 2017, in the amount, and will bear interest at the rate per annum, as set forth on the cover page of this Official Statement, computed on the basis of a 360-day year of twelve 30-day months. Interest on the Notes will be payable at maturity of such Notes as set forth on the cover page of this Official Statement (the “Payment Date”).

When issued, all of the Notes will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Notes will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof. The Beneficial Owners will not receive physical delivery of certificates representing their interests in the Notes. So long as DTC or its nominee is the registered owner of the Notes, payments of the principal of and interest on the Notes will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility of the Direct Participants and the Indirect Participants, as defined herein. See “–Book-Entry-Only System” in this section.

The Notes are not subject to redemption prior to maturity.

Book-Entry-Only System

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note certificate will be issued for each issue of the Notes, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one Note certificate will be issued with respect to each \$500 million of principal amount, and an additional Note certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the

Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bond Bank as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium and interest payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Bond Bank or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Bond Bank, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other

nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bond Bank or the Trustee, disbursements of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Notes at any time by giving reasonable notice to the Bond Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Note certificates are required to be printed and delivered to DTC.

The Bond Bank may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bond Bank believes to be reliable, but the Bond Bank takes no responsibility for the accuracy thereof.

Revision of Book-Entry-Only System

In the event that either (i) the Bond Bank receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the Notes or (ii) the Bond Bank elects to discontinue its use of DTC as a clearing agency for the Notes, then the Bond Bank and the Trustee will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Notes, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Notes and to transfer the ownership of each of the Notes, in accordance with the Indenture. See “—Payment of the Notes” and “—Transfer or Exchange of the Notes” in this section.

Payment of the Notes

If DTC or its nominee is not the registered owner of the Notes, the principal of and interest on the Notes is payable to the registered Owner thereof or his assignee upon maturity at the designated corporate trust office of the Trustee. Payment will be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

Transfer or Exchange of the Notes

Except as provided under “—Book-Entry-Only System” in this section, any Note or Notes may be exchanged for new Notes of the same type at the designated corporate trust office of the Trustee in accordance with the Indenture. No service charge or payment will be required to transfer or exchange any Note, but the Bond Bank or the Trustee may require payment of a sum sufficient to cover any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

APPLICATION OF PROCEEDS

The following tabulation shows the application of proceeds of sale of the Notes.

Deposit to Warrant Purchase Fund	\$ 74,062,465.72
Deposit to Costs of Issuance Fund ⁽¹⁾	<u>311,260.08</u>
Total	<u>\$ 74,373,725.80</u>

⁽¹⁾ Inclusive of the Underwriter's discount and the Credit Facility fee.

THE INDIANA BOND BANK

The Bond Bank was created in 1984, and is organized and existing under and by virtue of the Act as a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the State, but is separate from the State in its corporate and sovereign capacity and has no taxing power.

Powers Under the Act

Under the Act, the Bond Bank has a perpetual existence and is granted all powers necessary, convenient or appropriate to carry out its public and corporate purposes including, without limitation, the power to do the following:

1. Make, enter into and enforce all contracts necessary, convenient or desirable for the purposes of the Bond Bank or pertaining to a loan to or a lease or an agreement with a qualified entity, a purchase, acquisition or a sale of qualified obligations or other investments or the performance of its duties and execution of its powers under the Act;
2. Purchase, acquire or hold qualified obligations or other investments for the Bond Bank's own account or for a qualified entity at such prices and in a manner as the Bond Bank considers advisable, and sell or otherwise dispose of the qualified obligations or investments at prices without relation to cost and in a manner the Bond Bank considers advisable;
3. Fix and establish terms and provisions upon which a purchase or loan will be made by the Bond Bank;
4. Prescribe the form of application or procedure required of a qualified entity for a purchase or loan and enter into agreements with qualified entities with respect to each purchase or loan;
5. Render and charge for services to a qualified entity in connection with a public or private sale of any qualified obligation, including advisory and other services;

6. Charge a qualified entity for costs and services in review or consideration of a proposed purchase, regardless of whether a qualified obligation is purchased, and fix, revise from time to time, charge and collect other program expenses properly attributable to qualified entities;
7. To the extent permitted by the indenture or other agreements with the owners of bonds or notes of the Bond Bank, consent to modification of the rate of interest, time and payment of installments of principal or interest, security or any other term of a bond, note, contract or agreement of any kind to which the Bond Bank is a party;
8. Appoint and employ general or special counsel, accountants, financial advisors or experts, and all such other or different officers, agents and employees as it requires;
9. In connection with any purchase, consider the need for and desirability or eligibility of the qualified obligation to be purchased, the ability of the qualified entity to secure financing from other sources, the costs of such financing and the particular public improvement or purpose to be financed or refinanced with the proceeds of the qualified obligation to be purchased by the Bond Bank;
10. Temporarily invest moneys available until used for making purchases, in accordance with the indenture or any other instrument authorizing the issuance of bonds or notes; and
11. Issue bonds or notes of the Bond Bank in accordance with the Act bearing fixed or variable rates of interest in aggregate principal amounts considered necessary by the Bond Bank to provide funds for any purposes under the Act; provided, that the total amount of bonds or notes of the Bond Bank outstanding at any one time may not exceed any aggregate limit imposed by the Act, currently fixed at \$1,000,000,000. Such aggregate limit of \$1,000,000,000 does not apply to (i) bonds or notes issued to fund or refund bonds or notes of the Bond Bank; (ii) bonds or notes issued for the purpose of purchasing an agreement executed by a qualified entity under Indiana Code 20-49-4; (iii) bonds, notes, or other obligations not secured by a reserve fund under Indiana Code 5-1.5-5; and (iv) bonds, notes, or other obligations if funds and investments, and the anticipated earned interest on those funds and investments, are irrevocably set aside in amounts sufficient to pay the principal, interest, and premium on the bonds, notes, or obligations at their respective maturities or on the date or dates fixed for redemption.

Under the Act, the Bond Bank may not do any of the following:

1. Lend money other than to a qualified entity;
2. Purchase a security other than a qualified obligation to which a qualified entity is a party as issuer, borrower or lessee, or make investments other than as permitted by the Act;

3. Deal in securities within the meaning of or subject to any securities law, securities exchange law or securities dealers law of the United States, the State or any other state or jurisdiction, domestic or foreign, except as authorized by the Act;
4. Emit bills of credit or accept deposits of money for time or demand deposit, administer trusts or engage in any form or manner, or in the conduct of, any private or commercial banking business or act as a savings bank, savings and loan association or any other kind of financial institution; or
5. Engage in any form of private or commercial banking business.

Organization and Membership of the Bond Bank

The membership of the Bond Bank consists of seven Directors: the Treasurer of the State, serving as Chair Ex Officio, the Public Finance Director of the State, appointed by the Governor and serving as Director Ex Officio, and five Directors appointed by the Governor of the State. Each of the five Directors appointed by the Governor must be a resident of the State and must have substantial expertise in the buying, selling and trading of municipal securities or in municipal administration or public facilities management. Each such Director will serve for a three-year term as set forth below. Upon expiration of such term, a Director will continue to serve until a successor is appointed and qualified. Each such Director is also eligible for reappointment and may be removed for cause by the Governor. Any vacancy on the Board is filled by appointment of the Governor for the unexpired term only.

The Directors elect one Director to serve as Vice Chair. The Directors also appoint and fix the duties and compensation of an Executive Director, who serves as both secretary and treasurer. The powers of the Bond Bank are vested in the Board of Directors, any four of whom constitute a quorum. Action may be taken at any meeting of the Board by the affirmative vote of at least four Directors. A vacancy on the Board does not impair the right of a quorum to exercise the powers and perform the duties of the Board of Directors of the Bond Bank.

Directors

The following persons, including those persons with the particular types of experience required by the Act, comprise the present Board of Directors of the Bond Bank:

Kelly M. Mitchell, Chair Ex Officio; Treasurer of the State, November 18, 2014 to present. Residence: Indianapolis, Indiana. Previously, Director, TrustINDiana, Local Government Investment Pool, 2007 to 2014; Business Development, United Consulting, 2004 to 2007; Cass County Commissioner, 1997 to 2004; Board President, Cass County Commissioners, 5 years; Logansport-Cass County Economic Development Commission, 1998 to 2004.

Dan Huges, Public Finance Director of the State, October 30, 2015 to present. Residence: Fishers, Indiana. Previously, Chief Financial Officer, Capital Improvement Board (CIB) of Marion County, 2010 to 2013; Executive Director, Indiana Bond Bank, 2001 to 2010.

Patrick F. Carr, Vice-Chair; term expires June 1, 2017. Residence: Indianapolis, Indiana. President & Chief Financial Officer, Golden Rule Insurance Company, United Healthcare, 2010

to present; Golden Rule, Senior Vice President, Chief Financial Officer, 2005 to 2010; Mayflower Transit, Inc., President and CEO, 1995-2005; President of the Board, American Medical Insurance Company, 2006 to present; Treasurer of the Board, Center for Leadership, 2006 to present; Chairman of the Investment Committee, Catholic Community Foundation, 2009 to present; Board of Advisors, Langham Logistics, 2008 to present; Treasurer of Board of Directors, Legatus of Indiana, 1995 to present; Member of the Board of Directors, OneAmerica Financial Partners, Inc., 2013 to present; Member of the Indiana CPA Society, American Institute of CPAs, and Financial Executive Institute.

Philip C. Belt, Director; term expires June 1, 2017. Residence: Indianapolis, Indiana. Senior Vice President and Chief Operating Officer, VMS BioMarketing, 2011 to present; Vice President, Private Equity, Credit Suisse, 2009 to 2011; Eli Lilly and Company, 1997 to 2009, Senior Director, Global Product Communications, 2008 to 2009; Senior Director, Corporate Communications, 2004 to 2008; Senior Director, Mergers and Acquisitions, 2000 to 2004; Director, Investor Relations, 1998 to 2000; Financial Manager/Financial Analyst, various roles, 1993 to 1997; Member of the Board of Elders, Church at the Crossing, 2004 to 2007.

David O. Mann, Director; term expires June 1, 2017. Residence: Indianapolis, Indiana. Managing Partner, Spring Mill Venture Partners, 2002 to present; Co-Managing Partner, The Firefly Group, 2014 to present; Naval Officer, United States Navy, 1991 to 2011; ServiceMaster Ventures, The ServiceMaster Company, 1999 to 2001; Summer Associate, Invesco, 1998; Member of the Board of Directors, AIT Laboratories, 2013 to present; Member of the Board of Directors, BioStorage Technologies, 2006 to present; Member of the Board of Directors, Express Medical Transporters, 2014 to present; Member of the Board of Directors, WebLink International, 2008 to present; Member of the Board of Directors, HVAF, 2008 to present; Member of the Board of Visitors, Marian University School of Business, 2013 to present; Member of the Board of Advisors, Purdue Emerging Innovations Fund, 2012 to present; Member of the Dean's Advisory Council, Indiana University School of Informatics and Computing, 2010 to present; Member, Legatus of Indiana, 2008 to present.

Cyndi Walsh, Director; term expires June 1, 2017. Residence: Crown Point, Indiana. President of Walsh Financial Services, 2002 to present; Managing Partner and CFO, National Bond and Trust, 2002 to 2012. Vice President, Capital Markets and various roles, Bank of America (including former Continental Bank) 1988 to 2002. Financial Auditor, Federal Reserve Bank of Chicago, 1986-1988. Member of the Board of Directors, Indiana Education Savings Authority, 2011-2013; Board Member, Indiana Public Employees Retirement Plan, 2008-2010; Board Member, Indiana Teachers Retirement Plan, 2006-2008. Chairman Finance Council, St. Mary's Church 2005-2014.

Marjorie H. O'Laughlin, Director; term expires September 30, 2017. Residence: Indianapolis, Indiana. Member of the Board of Trustees of the MCHC, 2002-2013; Treasurer of the Marion County Health & Hospital Corporation, 1995-2002; Treasurer of the State of Indiana, 1986-1994; Clerk, Indiana Supreme Court and Court of Appeals, 1978-1986; Vice Chairman, Marion County Republican Central Committee, 1972-1978; Indianapolis City Clerk, 1967-1974. Past Board memberships, Indiana Aids Fund; Damian Center: Little Red door Cancer Society; Julian Center; Kiwanis Club of Indianapolis Club and Foundation; Ruth Lilly Center.

The Board of Directors is authorized to appoint and fix the duties and compensation of an Executive Director, who serves as both secretary and treasurer of the Board. Ron Mangus was appointed as the Executive Director of the Bond Bank effective on January 9, 2015. Mr. Mangus previously served as Deputy Director with the Bond Bank and has over twenty years' experience with the Bond Bank. He holds a Master's in Public Affairs from Indiana University and B.A. from Purdue University.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special trust funds and accounts to be held by the Trustee:

1. General Fund;
2. Costs of Issuance Fund;
3. Warrant Purchase Fund; and
4. Rebate Fund.

Deposit of Net Proceeds of the Notes

The Trustee will deposit the net proceeds from the sale of the Notes as follows:

1. To the Costs of Issuance Fund, in the amount needed to pay the costs of issuance of the Notes (other than Underwriter's discount and the Credit Facility fee); and
2. To the Warrant Purchase Fund, the balance of the proceeds of the Notes available for the purchase of Warrants from Qualified Entities under the Program.

Deposit of Revenues and Other Receipts

The Trustee will deposit all Revenues into the Funds and Accounts as follows:

1. All payments of principal of and interest on Warrants paid by Qualified Entities, and all payments, if any, made by the Bank to the Bond Bank pursuant to the Credit Facility, will be deposited in the General Fund;
2. All income or gain from the investment of moneys (except moneys in the Rebate Fund), and all other Revenues will be deposited in the General Fund; and
3. All income or gain from the investment of moneys in the Rebate Fund will remain in the Rebate Fund.

OPERATION OF FUNDS AND ACCOUNTS

Costs of Issuance Fund

Upon issuance of the Notes and receipt of a requisition signed by an Authorized Officer of the Bond Bank, the Trustee will disburse the amounts held in the Costs of Issuance Fund for the payment of the expenses of the issuance of the Notes (as well as the expenses of the issuance of any interim or temporary notes), including, but not limited to, bond or reserve fund insurance premiums, credit enhancement or credit facility fees, the fees and expenses of Bond Counsel and general counsel to the Bond Bank, fees and expenses of the Trustee, the cost of reproducing documents, filing and recording fees, the cost of printing, execution, authentication, transportation and safekeeping of the Notes (including fees and expenses in connection with the utilization of a book-entry system for the Notes), fees and expenses of accountants and professional consultants, fees and expenses of any rating agencies and all other fees and expenses payable or reimbursable, directly or indirectly, by the Bond Bank prior to or concurrently with and in connection with the issuance and sale of the Notes. At such time as an Authorized Officer certifies that all costs of issuance have been paid, and in any event not later than 180 days following the issuance of the Notes, the Trustee will transfer any amounts remaining in the Costs of Issuance Fund to the General Fund.

General Fund

The Trustee will disburse amounts in the General Fund as follows and in the following order of priority:

1. At any time any amounts required to be transferred to the Rebate Fund;
2. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary, if any, to pay interest due to be paid on Outstanding Notes on such Payment Date;
3. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary, if any, to pay principal due to be paid on Outstanding Notes on such Payment Date;
4. At such times as may be necessary for the payment of Program Expenses (as defined in Appendix B-1), but only upon receipt by the Trustee of a requisition from an Authorized Officer (as defined in Appendix B-1) describing the Program Expenses, and only to the extent that such Program Expenses, together with all other Program Expenses paid or payable following the date of the most recent Cash Flow Certificate (as defined in Appendix B-1), do not exceed the amount of such Program Expenses contemplated by such Cash Flow Certificate;
5. At such times as may be required pursuant to the Credit Facility Agreement, to the Bank such amounts as may be necessary to pay amounts, if any, due under the Credit Facility Agreement; provided that such payments shall be made only after amounts then due and owing to Noteholders (other than the Bank) have been made; and

6. At such times as the Bond Bank may determine, after making all the transfers required and on submission by the Bond Bank of a Cash Flow Certificate giving effect to such transfer, to any Fund or Account or other fund or account of the Bond Bank in the discretion of the Bond Bank.

If the amount on deposit in the General Fund at 9:00 a.m., New York City time, on any Payment Date is insufficient to pay the entire amount of interest and principal due on Outstanding Notes on such Payment Date (as a result of the nonpayment or late payment on Warrants), then, no later than 10:00 a.m., New York City time, on such Payment Date, the Trustee will request payment from the Bank under the Credit Facility Agreement, and such amounts will be deposited into the General Fund and immediately used, first for the payment of interest due on the Outstanding Notes and second for the payment of principal due on the Outstanding Notes.

Warrant Purchase Fund

The Trustee will disburse the funds held in the Warrant Purchase Fund to purchase the Warrants from the Qualified Entities upon submission of a requisition of the Bond Bank signed by an Authorized Officer stating that all requirements for the purchase of the Warrants set forth in the Indenture and in the Agreement have been met. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E. After purchase of all of the Warrants, any excess amounts held in the Warrant Purchase Fund will be transferred to the General Fund which transfer will not be later than December 31, 2016

Rebate Fund

Upon the direction of the Bond Bank, the Trustee will deposit amounts for the benefit of the Bond Bank from the General Fund into the Rebate Fund. All income from investments of moneys held in the Rebate Fund will be deposited into the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Fund upon direction of the Bond Bank. Not later than 60 days after the final maturity date of the Notes, and upon the written request of the Bond Bank, the Trustee will pay the United States of America the amounts directed by the Bond Bank at the location specified in such direction and with the reports, forms and documentation provided by the Bond Bank.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account, after full payment of all of the Notes outstanding under the Indenture, all required rebate payments to the United States of America and the fees, charges and expenses of the Trustee and the Bank, will be distributed to the Bond Bank.

Investment of Funds

Moneys held as a part of any Fund or Account under the Indenture, including without limitation the Rebate Fund, will be invested and reinvested at all times as fully as reasonably

possible by the Trustee in investments defined to be Investment Securities under the Indenture and in accordance with the provisions of the Act and the terms and conditions of the Indenture.

The Bond Bank shall direct the Trustee (with such direction to be confirmed in writing) in the investment of such moneys. The Bond Bank will so direct the Trustee, and the Bond Bank will make all such investments of moneys under the Indenture, in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal and to avoid causing any of the Notes to become arbitrage bonds under the Code.

All investments will be a part of the Fund or Account from which moneys were used to acquire such investments, and all income and profits on such investments (other than from amounts on deposit in the Rebate Fund) will be deposited as received in the General Fund. Any investment losses will be charged to the Fund or Account from which moneys were employed to invest in the Investment Security, and the Trustee will not be liable for any investment losses so long as the Trustee complies with the provisions of the Indenture. Moneys in any Fund or Account will be invested in Investment Securities with maturity dates (or redemption dates determinable at the option of the owner of such Investment Securities) coinciding as nearly as practicable with the times at which moneys in such Funds or Accounts will be required for transfer or disbursement under the Indenture. The Trustee will sell and reduce to cash at the best price reasonably obtainable sufficient amounts of such Investment Securities in the respective Fund or Account as may be necessary to make up a deficiency in any amounts contemplated to be disbursed from such Fund or Account.

Obligations purchased as investments of moneys in any Fund or Account with a stated maturity of less than two years will be valued at cost, including accrued interest paid and unamortized debt discount. Other such obligations will be valued at the cost, including accrued interest paid and unamortized debt discount, or market value thereof, whichever is lower, exclusive of earned accrued interest.

The Bond Bank certifies to the owners of the Notes outstanding, that amounts on deposit in any Fund or Account in connection with the Notes, regardless of whether such amounts are derived from the proceeds of Notes or any other source, are not intended to be used in a manner which will cause the interest on the Notes to lose its excludability from gross income for federal income tax purposes.

THE NOTES AS LEGAL INVESTMENTS

Under the Act all financial institutions, investment companies, insurance companies, insurance associations, executors, administrators, guardians, trustees and other fiduciaries in the State may legally invest sinking funds, money or other funds belonging to or within the control of such fiduciaries in the bonds and notes of the Bond Bank issued under the Act.

LITIGATION

Bond Bank

There is not now pending or, to the Bond Bank's knowledge, threatened any litigation (1) restraining or enjoining the issuance, sale, execution or delivery of the Notes, (2) prohibiting the Bond Bank from purchasing the Warrants with the proceeds of such Notes, (3) in any way contesting or affecting the validity of the Notes or (4) restraining or enjoining any proceedings of the Bond Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Notes. Neither the creation, organization or existence of the Bond Bank nor the title of any of the present Directors or other officers of the Bond Bank to their respective offices is being contested.

Qualified Entities

Upon the issuance of the Warrants, the Bond Bank will receive a certification from each Qualified Entity described in Appendix A to the effect that there is not now pending or, to the best knowledge of such Qualified Entity, threatened any litigation restraining or enjoining (i) the execution of the Warrants or the Agreements or (ii) any proceedings of such Qualified Entity taken with respect to the Warrants or the pledge or application of any moneys or security provided for the payment of the Warrants, or in any way contesting or affecting the validity of the Warrants or the Agreements.

TAX MATTERS

In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel, under existing laws, interest on the Notes is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes (the "Code"). The opinion of Barnes & Thornburg LLP is based on certain certifications, covenants and representations of the Bond Bank and the Qualified Entities issuing the Warrants and is conditioned on continuing compliance therewith. In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel, under existing laws, interest on the Notes is exempt from income taxation in the State for all purposes except the State financial institutions tax. See Appendix C for the form of opinion of Bond Counsel.

The Code imposes certain requirements which must be met subsequent to the issuance of the Notes as a condition to the excludability of interest on the Notes from gross income for federal income tax purposes. Noncompliance with such requirements may cause interest on the Notes to be included in gross income for federal income tax purposes retroactively to the date of issue, regardless of the date on which noncompliance occurs. Should the Notes bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Notes would be materially and adversely affected. It is not an event of default if interest on the Notes is not excludable from gross income for federal income tax purposes pursuant to any provision of the Code which is not in effect on the date of issuance of the Notes.

The interest on the Notes is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Notes is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

The Notes are not “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Indiana Code 6-5.5 imposes a franchise tax on certain taxpayers (as defined in Indiana Code 6-5.5) which, in general, include all corporations which are transacting the business of a financial institution in the State. The franchise tax is measured in part by interest excluded from gross income under Section 103 of the Code minus associated expenses disallowed under Section 265 of the Code.

Although Bond Counsel will render an opinion that interest on the Notes is excludable from gross income for federal income tax purposes and exempt from State income tax, the accrual or receipt of interest on the Notes may otherwise affect an owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the owner’s particular tax status and the owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Notes should consult their own tax advisors with regard to the other tax consequences of owning the Notes.

The foregoing does not purport to be a comprehensive description of all of the tax consequences of owning the Notes. Prospective purchasers of the Notes should consult their own tax advisors with respect to the foregoing and other tax consequences of owning the Notes.

AMORTIZABLE BOND PREMIUM

The initial public offering price of the Notes is greater than the principal amount payable at maturity. As a result, the Notes will be considered to be issued with amortizable bond premium (the “Bond Premium”). An owner who acquires a Note in the initial public offering will be required to adjust the owner’s basis in the Note downward as a result of the amortization of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon the disposition of the Notes (including sale or payment at maturity). The amount of amortizable Bond Premium will be computed on the basis of the taxpayer’s yield to maturity. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth in Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning the Notes. Owners of the Notes should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of such Notes and with respect to the state and local tax consequences of owning and disposing of the Notes.

Special rules governing the treatment of Bond Premium, which are applicable to dealers in tax-exempt securities, are found at Section 75 of the Code. Dealers in tax-exempt securities are urged to consult their own tax advisors concerning the treatment of Bond Premium.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Notes by the Bond Bank are subject to the approval of Barnes & Thornburg LLP, Indianapolis, Indiana (“Bond Counsel”), whose approving opinion will be delivered with the Notes. Bond Counsel will render a further opinion that representatives of such firm have reviewed the information contained under the captions, “INTRODUCTION” (other than information under the headings “The Bond Bank” and “The Official Statement; Additional Information”), “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES” (other than information under the headings “Provisions for Payment of the Warrants,” “Enforcement of Warrants” (excepting the first paragraph thereof), and “Credit Facility”), “DESCRIPTION OF THE NOTES” (other than information under the heading “Book-Entry-Only System”), “REVENUES, FUNDS AND ACCOUNTS,” “OPERATION OF FUNDS AND ACCOUNTS,” “TAX MATTERS” and “AMORTIZABLE BOND PREMIUM” of, and in Appendices B-1, C and E-1 to, this Official Statement, and insofar as such statements purport to summarize certain provisions of the Act, the Notes, the Indenture, Bond Counsel’s legal opinion and amortizable bond premium on the Notes, they present, in all material respects, an accurate summary thereof. Bond Counsel has not undertaken to review the accuracy or completeness of statements under any other heading of this Official Statement, expresses no opinion thereon and assumes no responsibility in connection therewith. Certain legal matters will be passed upon for the Bond Bank by its general counsel with respect to the Program, Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana. Certain legal matters will be passed upon for the Underwriter by its counsel, Faegre Baker Daniels LLP, Indianapolis, Indiana, and for the Bank, by its counsel, Krieg DeVault LLP, Indianapolis, Indiana.

Bose McKinney & Evans LLP, Indianapolis, Indiana serves as bond counsel to the Qualified Entities in connection with the issuance and sale of the Warrants to the Bond Bank and will be passing on certain legal matters in connection therewith.

The remedies available to the Trustee, to the Bond Bank or to the owners of the Notes upon an Event of Default under the Indenture, under the terms of any of the Warrants purchased by the Bond Bank, under the terms of any Agreement or under the terms of the Credit Facility Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Warrants, the Agreements or the Credit Facility Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the

United States of America. These exceptions would encompass any exercise of any of the Qualified Entity's police powers in a manner consistent with the public health and welfare. Enforceability of the Indenture, the Warrants or the Agreements in situations where such enforcement may adversely affect public health and welfare may be subject to the police powers of the State or any of the Qualified Entities.

RATING

The Notes are rated "SP-1" by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"). Such rating reflects only the view of S&P, and any desired explanation of the significance of such rating should be obtained from S&P at 55 Water Street, New York, New York 10041. The rating is not a recommendation to buy, sell or hold the Notes. There is no assurance that such rating will remain in effect for any given period of time or that the rating will not be lowered or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect upon the market price or marketability of the Notes.

UNDERWRITING

Under a note purchase contract entered into between the Underwriter listed on the cover page of this Official Statement and the Bond Bank, the Notes are being purchased by the Underwriter for reoffering at an aggregate purchase price of \$74,281,950.80. The purchase price reflects the original principal amount of the Notes (\$73,420,000.00), plus an original issue premium of \$953,725.80, less an Underwriter's discount of \$91,775.00. The note purchase contract provides that the Underwriter will purchase all of the Notes if any are purchased. The obligations of the Bond Bank to deliver the Notes and of the Underwriter to accept delivery of the Notes are subject to various conditions contained in the contract of purchase.

The Underwriter has agreed to make an initial public offering of all of the Notes at a yield not less than the yield set forth on the cover page of this Official Statement. The Underwriter may offer and sell the Notes to certain dealers (including dealers depositing the Notes into investment trusts) at prices lower than the initial public offering prices reflected on the cover page of this Official Statement.

CERTAIN RELATIONSHIPS

JPMorgan Chase Bank, National Association, which is providing the Credit Facility pursuant to the Credit Facility Agreement, and J.P. Morgan Securities LLC, which is serving as the Underwriter, are direct or indirect subsidiaries of JPMorgan Chase & Co.

CONTINUING DISCLOSURE

General

Pursuant to the terms of the Indiana Bond Bank Continuing Disclosure Agreement (the "Disclosure Agreement"), the Bond Bank, while the Notes are outstanding (unless the Notes are defeased), has agreed to provide to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system, in an electronic format and

accompanied by identifying information as is prescribed by the MSRB within a timely manner not in excess of ten (10) business days after the occurrence of such event, the following event notices with respect to the Notes:

- 1) principal and interest payment delinquencies;
- 2) non-payment related defaults, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws);
- 3) unscheduled draws on debt service reserves reflecting financial difficulties;
- 4) unscheduled draws on credit enhancements reflecting financial difficulties;
- 5) substitution of credit or liquidity providers, or their failure to perform;
- 6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- 7) modifications to rights of security holders, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws);
- 8) bond calls, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws), and tender offers;
- 9) defeasances;
- 10) release, substitution or sale of property securing repayment of the securities, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws);
- 11) rating changes;
- 12) bankruptcy, insolvency, receivership or similar event of the obligated person (such event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.);
- 13) consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws); and
- 14) appointment of a successor or additional trustee or the change of name of a trustee, if material (which determination of materiality will be made by the Bond Bank in accordance with federal securities laws).

Each Qualified Entity, while the Notes are outstanding or until its Warrants are legally defeased, redeemed or paid in full, has agreed to provide to the Bond Bank the preceding event notices with respect to its Warrants in a timely manner not in excess of ten (10) business days after the occurrence of such event. The disclosure obligations of the Bond Bank and each of the Qualified Entities are referenced as the “Undertakings.”

Remedy

The purpose of the Undertakings is to enable the Underwriter to purchase the Notes in satisfaction of subsection (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule 15c2-12”). The Undertakings are solely for the benefit of the holders and Beneficial Owners of the Notes. The sole remedy against the Bond Bank or any Qualified Entity for any failure to carry out any provision of the Undertakings shall be for specific performance of the Bond Bank’s or such Qualified Entity’s disclosure obligations under the Undertakings. The Trustee may (and, at the request of the holders of at least 25% in aggregate principal amount of Outstanding Notes, shall), or any holder or Beneficial Owner of the Notes, may seek a mandate or specific performance by court order to cause the Bond Bank or Qualified Entity to comply with its obligations under the Undertakings. For the purposes of this section only, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding any Notes through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Note for federal income tax purposes.

Failure on the part of the Bond Bank or any Qualified Entity to honor its Undertaking shall not constitute a breach or default under the Notes, the Indenture, the Warrants or any other agreement to which the Bond Bank or the Qualified Entity is a party.

Modification of Undertakings

The Bond Bank, the Trustee and any Qualified Entity may, from time to time, amend any provision of the Undertakings without the consent of the holders or Beneficial Owners of the Notes if: (a) such amendment (if related to certain provisions of the Undertakings) is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Bond Bank or any Qualified Entity or type of business conducted, (b) the respective Undertaking, as so amended, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of Rule 15c2-12 on the date of execution thereof, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances, and (c) such amendment either (i) is approved by the holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or (ii) in the opinion of nationally recognized bond counsel, does not materially impair the interests of the holders or Beneficial Owners of the Notes.

Copies of the Undertakings are available from the Bond Bank upon request.

Bond Bank Compliance with Previous Undertakings

In the previous five years, the Bond Bank has never failed to comply, in all material respects, with any previous undertakings in a written contract or agreement that it has entered into pursuant to subsection (b)(5) of Rule 15c2-12. The Bond Bank makes no representation or warranty, and expresses no view or opinion, regarding whether, during the previous five years, any of the Qualified Entities has ever failed to comply, in all material respects, with any previous undertakings in a written contract or agreement that the respective Qualified Entities have entered into pursuant to subsection (b)(5) of Rule 15c2-12.

MISCELLANEOUS

The Bond Bank's offices are located at 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204, telephone (317) 233-0888.

All quotations from, and summaries and explanations of, the Act, the Indenture, the Credit Facility Agreement and the Agreements contained in this Official Statement do not purport to be complete and reference is made to each such document or instrument for full and complete statements of its provisions. The attached Appendices are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in a reasonable quantity of the Act, the Indenture, the form of Agreement, the Credit Facility Agreement and the supplemental materials furnished to the Bond Bank by the Qualified Entities may be obtained upon request directed to the Bond Bank.

The Bond Bank's financial statements can be found at its website at www.in.gov/tos/bond and are also available upon written request to the Bond Bank. In addition, certain other information concerning the Bond Bank is available to the Trustee and holders of the Notes pursuant to the Indenture.

Neither any advertisement of the Notes nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Notes. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bond Bank.

INDIANA BOND BANK

By: /s/ Kelly M. Mitchell
Chair

This Official Statement has been duly approved, executed and delivered by the Bond Bank.

INDIANA BOND BANK

By: Kelly M. Mitchell
Chair

APPENDIX A
SUMMARY OF INFORMATION
REGARDING THE QUALIFIED ENTITIES

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THE QUALIFIED ENTITIES

The proceeds of the Notes are anticipated to be used by the Trustee on behalf of the Indiana Bond Bank ("Bond Bank") to purchase Warrants from the respective Qualified Entities set forth in this Appendix A. As of the date of the issuance of the Notes, such Qualified Entities will have entered into warrant purchase agreements with the Bond Bank. The Bond Bank may also use the proceeds of the Notes to purchase Warrants from other Qualified Entities or in additional amounts from Qualified Entities participating in the Program if for any reason a Qualified Entity described in this Appendix A does not participate, either in whole or in part, in the Program.

The following Qualified Entities, as further described below, have a taxpayer or industry group of taxpayers that in the aggregate comprise ten percent (10%) or more of the Assessed Valuation of the Qualified Entity:

<u>Qualified Entity</u>	<u>Total Warrants as a Percentage of Total Borrowing</u>
City of Marion	8.23 %
Crawfordsville Community School Corporation	2.94
DeKalb County Eastern Consolidated School District (C.S.D.)	4.01
Northwestern C.S.D. of Shelby County	0.87
Speedway Public Library	0.20
Decatur Township (Marion County)	3.03
Wayne Township (Allen County)	1.25

QUALIFIED ENTITIES

City of Marion – City of Marion is located in Grant County in the central northeastern part of Indiana. The largest taxpayer in the City is an automotive manufacturer (General Motors Corporation) which comprises 16% of the Assessed Valuation of the City of Marion.

Crawfordsville Community School Corporation – Crawfordsville Community School Corporation is located in Montgomery County in western Indiana. The largest taxpayer in the School Corporation is a publishing company (RR Donnelley Inc.) which comprises 15% of the Assessed Valuation of Crawfordsville Community School Corporation.

DeKalb County Eastern C.S.D. – DeKalb County Eastern C.S.D. is located in DeKalb County in northeastern Indiana. Seven steel producers/manufacturers (Steel Dynamics Incorporated – 44%, Nucor Fastener – 2%, New Millennium – 1%, Vulcraft – 1%, H.S. Processing – 1%, New Process Steel – 0.5%, and Butler Mill Service – 0.5%) jointly comprise 50% of the Assessed Valuation of DeKalb County Eastern C.S.D.

Northwestern C.S.D. of Shelby County – The Northwestern C.S.D. of Shelby County is located in Shelby County in central southeastern part of Indiana. The largest taxpayer in the School District is a Racino (Indiana Grand Racing & Casino) which comprises 35% of the Assessed Valuation of the Northwestern C.S.D. of Shelby County.

Speedway Public Library – Speedway Public Library is located in Marion County in central Indiana. The largest taxpayer in the Library District is a racing facility (Indianapolis Motor Speedway) which comprises 13% of the Assessed Valuation of Speedway Public Library.

Decatur Township (Marion County) – Decatur Township is located in Marion County in central Indiana. The largest taxpayer in the Township is a courier company (Federal Express) which comprises 16% of the Assessed Valuation of Decatur Township.

Wayne Township (Allen County) – Wayne Township is located in Allen County in northeastern Indiana. One of the largest taxpayers in the Township is an automotive manufacturer (General Motors Corporation) which comprises 10% of the Assessed Valuation of Wayne Township. Also, three healthcare providers (IOM Health Systems – 8%, Parkview Health Systems – 4%, and St. Joseph Health Systems – 3%) jointly comprise 15% of the Assessed Valuation of Wayne Township.

Reports

Copies of the most recent State Board of Accounts Audit Reports, unaudited annual financial reports for units of government other than school corporations, and Form 9s (unaudited semi-annual financial report for school corporations) for the last two calendar years have been furnished to the Bond Bank by the Qualified Entities described in this Appendix A, and may be obtained in reasonable quantities upon request directed to the Bond Bank, 10 West Market Street, Suite 2980, Indianapolis, Indiana 46204, telephone (317) 233-0888. Copies of State Board of Accounts Audit Reports for units other than school corporations are available from the State Board of Accounts, 302 West Washington Street, Room E418, Indiana Government Center South, Indianapolis, Indiana 46204 or at <http://www.in.gov/sboa/>. Unaudited annual financial reports can be found at <https://gateway.ifionline.org>. Copies of Form 9s are also available from the Indiana Department of Education, Division of School Finance, Room 229, State House, Indianapolis, Indiana 46204 or at <http://www.doe.in.gov/>.

Information Pertaining to the Qualified Entity and its Warrant Borrowings

Certain information pertaining to the Qualified Entities anticipated to issue Warrants to be purchased with the proceeds of the Notes is set forth in tabular form in this Appendix A under the heading "Qualified Entities Borrowing Information." Such information includes, for each respective Qualified Entity, the following: the County or Counties in which the Qualified Entity is situated; the Fund of such Qualified Entity for which a Warrant is anticipated to be issued; the 2016 Estimated Ad Valorem Property Tax Levy or for School General Funds the estimated December 2016 Tuition Support Distribution; the most recent estimated property tax year revenue loss due to the circuit breaker tax credit as provided by the Department of Local Government Finance; the estimated adjusted Ad Valorem Property Tax Levy; the Maximum Allowable Borrowing for such Qualified Entity under the Program limitations established by the Bond Bank (see the caption "THE PROGRAM -- Program Participation and Borrowing Limits" in this Official Statement); the anticipated Principal Amount of New Warrant to mature on the First Settlement Payment Due Date; the anticipated Principal Amount of New Warrant to mature on the December Settlement Payment Due Date; the Warrants as a Percentage of Aggregate Principal Amount is the comparison of the Warrants anticipated to be issued for such Qualified Entity to the total principal amount of all Warrants; the Total 2016 Estimated Fund Revenues to be received by the Qualified Entity for the Fund for the calendar year 2016; and the Average Percentage of Tax Collections for the calendar years 2012, 2013, and 2014 for the Qualified Entity.

APPENDIX A
(Continued)

The information described above and set forth in tabular form in this Appendix A, unless otherwise indicated, was obtained from information submitted to the Bond Bank by the Qualified Entities and, while believed to be reliable, has not been verified by independent investigation. The Bond Bank will require that each of the Qualified Entities certify, as of the date that its respective Warrants are purchased by the Bond Bank, that the information contained in this Official Statement relating to such Qualified Entities and their respective Warrants was correct as of the date of this Official Statement and continues to be correct as of the date that its respective Warrants are purchased by the Bond Bank. The material set forth in this Appendix A is for information and background purposes only and is not intended and should not be deemed to be a comprehensive or exhaustive presentation of all financial and economic information which may be pertinent with respect to each Qualified Entity. Further, the information in this Appendix A does not represent an analysis or representation of all of the detailed financial and other information reviewed by the Bond Bank and Crowe Horwath LLP in the course of the Bond Bank's determination to purchase the Warrants of the Qualified Entities.

INDIANA BOND BANK
2016 Advance Funding Program
Qualified Entities Borrowing Information

Qualified Entity	County or Counties	Fund (1)	Estimated Ad Valorem Property Tax Levy or Tuition Support (2)	Estimated Loss Due to Circuit Breaker (3)	Estimated Adjusted Ad Valorem Property Tax Levy (4)	Maximum Allowable Borrowing (5)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2016 Fund Revenues (6)	Average Percentage of Tax Collections for 2012, 2013, and 2014 (7)	
Schools												
Attica Consolidated School Corporation	Fountain	CP	\$ 839,955	\$ 38,823	\$ 603,132	\$ 241,252	\$ -	\$ 87,478	0.41 %	\$ 760,000	115.91 %	
		DS	1,250,301	676	1,249,625	499,850	-	212,980		1,393,500		
Baugo Community Schools	Elkhart	CP	1,516,208	24,156	1,492,052	596,820	-	437,285	1.04	1,648,000	97.36	
		T	792,615	12,628	779,987	311,994	20,821	311,994		1,067,173		
Beech Grove City Schools	Marion	DS	5,086,927	1,037,943	4,048,984	1,619,593	-	1,089,143	2.86	5,118,000	69.54	
		PDS	625,065	127,429	497,636	199,054	34,606	97,028		396,000		
		REF	1,460,451	605	1,459,846	583,938	313,911	583,938		2,133,804		
Brownsburg Community School Corporation	Hendricks	DS	19,791,886	2,401	19,789,485	7,915,794	-	5,078,622	6.86	19,254,388	86.66	
Center Grove Community School Corporation	Johnson	CP	5,827,735	368,994	5,458,741	2,183,496	-	1,768,986	3.38	6,607,004	98.41	
		T	3,103,592	196,510	2,907,082	1,162,832	-	731,585		3,505,006		
Crawfordsville Community School Corporation	Montgomery	CP	962,871	189,079	773,792	309,516	251,184	309,516	2.94	1,121,690	83.45	
		DS	2,042,405	9,704	2,032,701	813,080	-	706,067		2,649,227		
		PDS	524,171	2,490	521,681	208,672	-	113,724		426,479		
		REF	1,955,113	8,705	1,946,408	778,563	-	349,178		1,915,261		
DeKalb County Eastern C.S.D.	DeKalb	T	857,146	168,318	688,828	275,531	171,022	275,531		869,382		
		CP	2,519,059	12,454	2,506,605	1,002,642	240,384	1,002,642	4.01	2,759,228	98.32	
		DS	3,052,403	1,588	3,050,815	1,220,326	-	1,198,400		3,122,281		
		T	1,225,369	6,058	1,219,311	487,724	34,383	487,724		1,465,004		
Evansville Vanderburgh School Corporation	Vanderburgh	CP	19,145,861	2,541,077	16,604,784	6,641,913	-	1,485,605	6.63	18,384,955	91.85	
		T	14,275,249	1,894,640	12,380,609	4,952,243	-	3,423,496		13,868,824		
Jay County School Corporation	Jay	CP	2,827,020	53,133	2,773,887	1,109,554	-	1,100,000	1.49	3,539,388	97.92	
M.S.D. of Wabash County	Wabash	CP	1,971,119	11,300	1,959,819	783,927	-	721,133	1.14	1,835,450	102.67	
		T	1,139,863	6,535	1,133,328	453,331	-	122,053		1,335,326		
M.S.D. of Warren Township	Marion	CP	9,742,745	2,151,807	7,590,938	3,036,375	-	1,434,138	5.71	9,420,000	87.77	
		T	7,414,875	1,637,668	5,777,207	2,310,882	486,596	2,310,882		7,430,000		
Monroe Central School Corporation	Randolph	CP	601,851	25,208	576,643	230,657	86,511	230,657	1.00	829,200	97.64	
		T	695,458	29,129	666,329	266,531	66,985	266,531		885,200		
		TB	153,915	6,447	147,468	58,987	31,261	58,987		187,241		
North Vermillion Community School Corp.	Vermillion	CP	857,820	7,574	850,246	340,098	-	332,479	0.68	1,608,803	102.90	
		T	216,791	1,914	214,877	85,950	85,950	85,950		1,221,303		
Northwestern C.S.D. of Shelby County	Shelby	CP	1,044,066	1,184	1,042,882	417,152	67,041	417,152	0.87	1,422,556	107.09	
		T	610,811	693	610,118	244,047	-	159,833		953,412		
Plainfield Community School Corporation	Hendricks	CP	4,289,055	317,437	3,971,618	1,588,647	222,724	1,588,647	2.92	5,723,342	95.82	
		T	1,858,652	137,560	1,721,092	688,436	-	353,705		1,977,096		

A-4

The footnotes, as referenced above and shown on page A-7 of this Appendix, are a material part of this table and should be reviewed carefully.

APPENDIX A
(Continued)

INDIANA BOND BANK
2016 Advance Funding Program
Qualified Entities Borrowing Information

Qualified Entity	County or Counties	Fund (1)	Estimated Ad Valorem Property Tax Levy or Tuition Support (2)	Estimated Loss Due to Circuit Breaker (3)	Estimated Adjusted Ad Valorem Property Tax Levy (4)	Maximum Allowable Borrowing (5)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2016 Fund Revenues (6)	Average Percentage of Tax Collections for 2012, 2013, and 2014 (7)
Randolph Central School Corporation	Randolph	CP	\$ 1,087,142	\$ 117,124	\$ 970,018	\$ 388,007	\$ -	\$ 315,435	0.78 %	\$ 970,500	91.04 %
		PDS	271,405	188	271,217	108,486	-	3,201		272,548	
		T	968,140	104,411	864,729	345,891	-	256,208		914,000	
Rensselaer Central School Corporation	Jasper	T	672,108	183	671,925	288,770	-	189,726	0.25	675,000	103.00
Richland-Bean Blossom Comm. School Corp.	Monroe	DS	4,303,716	11,646	4,292,070	1,716,828	-	1,592,258	3.09	4,434,982	98.93
		T	918,021	29,727	888,294	355,317	344,388	355,317		1,027,021	
School City of Hobart	Lake	CP	1,461,050	52,968	1,408,082	563,232	-	524,747	1.79	1,546,545	92.09
		DS	1,403,566	1,055	1,402,511	561,004	-	395,911		2,019,298	
		T	1,450,785	52,596	1,398,189	559,275	-	405,517		1,551,099	
South Henry School Corporation	Henry	CP	480,898	3,217	477,681	191,072	41,588	191,072	0.30	629,934	106.29
Taylor Community School Corporation	Howard	CP	601,646	327,563	274,083	109,633	109,633	109,633	0.50	726,200	89.54
		T	667,965	363,671	304,294	121,717	26,820	121,717		640,400	
Wawasee Community School Corporation	Kosciusko	G	1,672,633	-	1,672,633	1,338,106	-	960,758	1.84	18,900,000	104.55
		T	1,963,613	3,057	1,960,556	784,222	-	403,392		1,900,000	
Westfield Washington Schools	Hamilton	CP	5,285,206	4,455,832	829,374	331,749	331,749	331,749	6.27	5,049,142	81.42
		G	3,499,096	-	3,499,096	2,799,276	-	732,893		44,349,897	
		REF	5,185,556	875	5,184,681	2,073,872	692,638	2,073,872		6,166,803	
		T	3,802,668	3,205,939	596,729	238,691	238,691	238,691		3,345,820	
Total of All Schools			155,894,382	19,760,511	136,133,871	56,522,216	3,898,886	38,142,091	56.76		
Cities and Townships											
City of Beech Grove	Marion	G	5,836,100	2,471,808	3,364,292	1,345,716	550,000	899,038	2.00	8,215,276	63.93
		PP	74,716	31,645	43,071	17,228	15,278	15,278		624,411	
City of Hobart	Lake	G	11,694,967	157,328	11,537,641	4,615,056	1,429,055	4,615,056	8.16	15,581,788	103.88
City of Lawrence	Marion	G	9,473,108	1,196,889	8,276,219	3,310,487	-	2,380,410	3.21	19,370,500	93.22
City of Marion	Grant	AV	239,620	38,379	201,241	80,496	42,763	80,496	8.23	362,993	89.36
		CCD	276,366	44,264	232,102	92,840	-	84,913		318,784	
		DS	198,279	341	197,938	79,175	54,238	54,238		144,234	
		G	14,861,889	2,351,511	12,330,358	4,932,143	87,052	4,932,143		19,950,932	
		MVH	535,891	85,831	450,060	180,024	180,024	180,024		2,089,889	
		P&R	551,967	88,405	463,562	185,424	120,074	185,424		865,134	
		P&RDS	678,284	1,168	677,116	270,846	-	90,874		393,326	
City of Portage	Porter	EMB	2,855,674	331,267	2,524,407	1,009,762	952,206	1,009,762	10.30	2,808,281	92.06
		G	9,558,446	1,108,811	8,449,635	3,379,854	1,051,766	3,379,854		14,654,982	
		MVH	1,248,608	144,843	1,103,765	441,506	352,616	441,506		3,087,836	
		P&R	915,468	106,197	809,271	323,708	115,375	323,708		938,818	

A-5

The footnotes, as referenced above and shown on page A-7 of this Appendix, are a material part of this table and should be reviewed carefully.

APPENDIX A
(Continued)

INDIANA BOND BANK
2016 Advance Funding Program
Qualified Entities Borrowing Information

Qualified Entity	County or Counties	Fund (1)	Estimated Ad Valorem Property Tax Levy or Tuition Support (2)	Estimated Loss Due to Circuit Breaker (3)	Estimated Adjusted Ad Valorem Property Tax Levy (4)	Maximum Allowable Borrowing (5)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2016 Fund Revenues (6)	Average Percentage of Tax Collections for 2012, 2013, and 2014 (7)
City of Valparaiso	Porter	FTG	\$ 6,076,863	\$ 494,476	\$ 5,582,387	\$ 2,232,954	\$ 275,745	\$ 2,232,954	3.39 %	\$ 6,761,552	86.92 %
Decatur Township	Marion	F	7,264,301	2,143,679	5,120,622	2,048,248	193,079	2,048,248	3.03	8,743,292	74.50
Penn Township	St. Joseph	F	1,715,306	803	1,714,503	685,801	-	524,707	0.71	2,369,252	98.46
Washington Township	Hendricks	F	6,483,937	1,364,192	5,119,745	2,047,898	-	1,200,000	1.62	8,006,361	81.53
Wayne Township	Allen	TA	2,843,329	453,720	2,389,609	955,843	-	922,365	1.25	3,535,076	87.79
Total of All Cities and Townships			83,203,099	12,615,555	70,587,544	28,235,009	5,419,271	25,600,998	41.80		
Libraries											
Brazil Public Library	Clay	O	291,054	822	290,432	116,172	-	108,210	0.14	529,244	101.54
Elkhart Public Library	Elkhart	O	5,047,515	831,225	4,216,290	1,686,516	-	322,922	0.44	5,771,263	79.27
Mishawaka-Penn-Harris Public Library	St. Joseph	DS	901,334	256	901,078	360,431	-	53,838	0.56	877,707	101.44
		O	3,899,833	338,546	3,561,287	1,424,514	-	362,659		5,002,550	
Speedway Public Library	Marion	O	874,250	46,270	827,980	331,192	-	152,069	0.20	983,980	96.69
Total of All Libraries			11,013,986	1,216,919	9,797,067	3,918,825	-	999,698	1.34		
Total of All Qualified Entity Borrowing			\$ 250,111,467	\$ 33,592,985	\$ 216,518,482	\$ 88,676,050	\$ 9,318,157	\$ 64,742,787	100.00 %		

A-6

The footnotes, as referenced above and shown on page A-7 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK
2016 Advance Funding Program
Qualified Entities Borrowing Information

(1) AV	Aviation
CCD	Cumulative Capital Development
CP	Capital Projects
DS	Debt Service
EMB	Employee Medical Benefits/Health Insurance
F	Fire
FTG	Fire Protection Territory General Fund
G	General
MVH	Motor Vehicle Highway
O	Operating
P&R	Park and Recreation
P&RDS	Park and Recreation Debt Service
PDS	Pension Debt Service
PP	Police Pension
REF	Referendum
T	Transportation
TA	Township Assistance
TB	Bus Replacement

- (2) For purposes of determining the maximum allowable borrowing, the Department of Local Government Finance has certified levies for the most recently available calendar year. Commencing in 2009, the general funds of all school corporations in the State are no longer funded by ad valorem property taxes. Instead, the primary source of funding for such general funds is State tuition support distributions. The amounts provided for school general funds reflect 80% of the anticipated December 2016 Tuition Support distribution.
- (3) These amounts represent the Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits for each fund, if applicable, as further described in "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES - Procedures for Property Assessment, Tax Levy and Collection." The Anticipated Property Tax Reductions are based on the most recent property tax year circuit breaker credits provided by the Department of Local Government Finance.
- (4) These amounts represent the Estimated Ad Valorem Property Tax Levy less the Anticipated Property Tax Reductions resulting from the application of the Circuit Breaker Tax Credits, if applicable, as further described in "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES - Procedures for Property Assessment, Tax Levy and Collection."
- (5) Based upon the borrowing limitation under the Program which limits amounts borrowed to 80% of the respective estimated First Settlement and/or December Settlement of Ad Valorem Property Taxes or in the case of School Corporation General Funds, 80% of the December 2016 Tuition Support distribution. See "Principal Amount of New Warrant" columns in this table for the actual principal amounts to be borrowed against the estimated First Settlement, December Settlement, and/or December 2016 Tuition Support distribution.
- (6) Includes Ad Valorem Property Taxes and all other revenues of the Fund estimated to be collected during the calendar year 2016. The 2016 Ad Valorem Property Taxes and, in some cases, December 2016 Tuition Support has been pledged and appropriated for the payment of the Warrants.
- (7) Represents the average of ratios of annual Ad Valorem Property Taxes collected to gross Ad Valorem Property Taxes levied in each year (2012, 2013 and 2014 - the last years for which such information is available). The gross levy has not been reduced to reflect losses due to circuit breaker.

A-7

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APPENDIX B

DEFINITIONS

B-1 Certain Definitions Used in Indenture

B-2 Certain Definitions Used in Warrant Purchase Agreement

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APPENDIX B-1

CERTAIN DEFINITIONS USED IN INDENTURE

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CERTAIN DEFINITIONS

The following are definitions of certain of the terms used in this Official Statement and defined in the Indenture.

“Account” means any of the accounts established, held and disbursed by the Trustee under the Indenture.

“Act” means Indiana Code 5-1.5, as amended.

“Authorized Officer” means the Chair, the Vice Chair or the Executive Director of the Bond Bank.

“Authorized Official” means the duly elected or appointed treasurer, controller, clerk-treasurer, school superintendent, school business manager, township trustee or other authorized financial official of a Qualified Entity or, to the extent permitted by law, an authorized deputy thereof.

“Bank” means the issuer of the outstanding Credit Facility, which shall be an entity rated in one of the three full highest rating categories by S&P at the time of execution of the Credit Facility Agreement, and initially means JPMorgan Chase Bank, National Association.

“Business Day” means any day other than a Saturday, a Sunday, a legal holiday or any other day on which banking institutions in Indiana or New York are authorized by law to close or to remain closed.

“Cash Flow Certificate” means a Positive Cash Flow Certificate or an Improving Cash Flow Certificate.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of the issuance of the Notes, and the applicable judicial decisions and published rulings and any applicable regulations promulgated or proposed thereunder or under the Internal Revenue Code of 1954.

“Credit Facility” means the credit facility extended by the Bank, effective on the date of issuance of the Notes, pursuant to the Credit Facility Agreement.

“Credit Facility Agreement” means the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016, between the Bond Bank and the Bank providing for the timely payment, when due, of a portion of the principal of and interest on the Notes, all subject to such conditions and under such terms as described in Article X of the Indenture.

“Fiscal Year” means, when applied to a Qualified Entity, the fiscal year of each Qualified Entity which commences on the first day of January of a calendar year and terminates on the last day of December of such calendar year and, when applied to the Bond Bank, the fiscal year of

the Bond Bank which commences on the first day of July of a calendar year and terminates on the last day of June of the immediately succeeding calendar year.

“Fund” means any of the funds established, held and disbursed by the Trustee under the Indenture.

“Government Obligations” means: (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration, General Services Administration, Government National Mortgage Association, Federal Maritime Administration and Small Business Administration; which obligations include, but are not limited to, certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such certificates or receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of the principal of, premium, if any, and interest on which (i) is unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (a); all to the extent such investments are permitted by law.

“Improving Cash Flow Certificate” means a certificate prepared by the Bond Bank in accordance with the Indenture to the effect that, in its judgment, the action proposed to be taken by the Bond Bank will result in the same or greater ability of the Bond Bank to pay projected required debt service on all outstanding Notes from Revenues expected to be received after taking such action in each Fiscal Year, together with other moneys in the Funds and Accounts under the Indenture (other than the Rebate Fund) available therefor in accordance with the Indenture, than would otherwise have been the case without the taking of such action.

“Investment Securities” means any of the following to the extent such investments are permitted by law:

(a) Government Obligations;

(b) certificates of deposit fully and promptly secured at all times by Government Obligations; provided, that such certificates are with commercial banks, savings and loan associations, mutual savings banks or credit unions, including the Trustee, which are rated at least AA or higher by S&P;

(c) certificates of deposit, savings accounts, deposit accounts or depository receipts of commercial banks, savings and loan associations, mutual savings banks or credit unions, including the Trustee, which are fully insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and which are rated at the time of purchase at least AA or higher by S&P;

(d) repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any banking association, including the Trustee, or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York; provided, that any such bank, trust company or dealer is rated, at the time of purchase, at least AA or higher by S&P; and provided further, that each repurchase agreement is secured by Government Obligations having at all times a market value not less than 102% of the principal amount of such repurchase agreement; and

(e) shares of mutual funds or money market funds that invest only in Government Obligations that are rated in the highest category by S&P.

“Note Registrar” or “Registrar” means the Trustee acting as such under the Indenture.

“Payment Date” means any date on which principal and interest is payable on the Notes.

“Positive Cash Flow Certificate” means a certificate prepared in accordance with the Indenture to the effect that immediately after the occurrence or nonoccurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with moneys expected to be held in the Funds and Accounts (other than the Rebate Fund) and available therefor as provided in the Indenture, will at least be sufficient on each Payment Date to provide for the payment of the principal of and interest on the Outstanding Notes due on each such date and the payment of Program Expenses, if any.

“Program,” when used with respect to a Note or Notes, means the program of the Bond Bank for purchasing Warrants of Qualified Entities from proceeds of the Notes pursuant to the Act.

“Program Expenses” means the expenses authorized to be incurred by the Bond Bank from time to time in connection with the implementation, operation and continuation of the Program, as set forth in the Indenture.

“Revenues” means the income, revenues and profits of the Funds and Accounts under the Indenture, as referred to in the granting clauses of the Indenture.

“S&P” means Standard & Poor’s, a division of The McGraw-Hill Companies, New York, New York.

“Supplemental Indenture” means any indenture supplemental to or amendatory of the Indenture as originally executed, which is duly executed in accordance with the provisions of the Indenture.

“Warrants” means the warrants issued by Qualified Entities which are parties to the Warrant Purchase Agreements, which warrants are issued in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection by a Qualified Entity (and in the case of: (a) a school corporation, may in addition, in the sole discretion of the Bond Bank, be issued in anticipation of State tuition support distributions to be received by such school corporation on or before December 30, 2016; or (b) a township, may in addition, in the sole

discretion of the Bond Bank, be issued in anticipation of other revenues to be collected by such township on or before December 30, 2016), and which are purchased by the Trustee on behalf of the Bond Bank in accordance with the Indenture.

APPENDIX B-2

CERTAIN DEFINITIONS USED IN WARRANT PURCHASE AGREEMENT

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CERTAIN DEFINITIONS

The following are definitions of certain terms used in this Official Statement and defined in the Warrant Purchase Agreement.

“County Auditor” means the authorized officer of the county in which a Qualified Entity is located with jurisdiction and responsibility for the remittance of tax revenues collected for such Qualified Entity.

“Cumulative Cash Flow Deficit” means, with respect to any fund of a Qualified Entity upon which Warrants are issued, the excess of the expenses paid during the Tax Period which would ordinarily be paid out of such fund or financed by anticipated tax or other revenues of such fund, over the aggregate amount available (other than from proceeds of the Warrants) during the Tax Period for the payment of such expenses.

“Net Levied Property Taxes” means the gross ad valorem property taxes levied by a Qualified Entity, less the aggregate amount of all credits against such ad valorem property tax liability to which taxpayers of the Qualified Entity are legally entitled, including, without limitation, the credits for all property taxes that exceed certain percentages of the gross assessed value of certain properties as set forth in Indiana Code 6-1.1-20.6 (commonly referred to as the Circuit Breaker Tax Credit).

“Outstanding” or “Outstanding Warrant” means, when used with reference to the Warrants, the unpaid amount of any Warrant purchased by the Bond Bank pursuant to an Agreement and not theretofore paid by a Qualified Entity.

“Reinvestment Rate” means the greater of (a) the original interest rate on the Warrants or (b) the per annum rate of interest equal to the defined rate or index specified for use in fixing or setting the per annum rate charged by the Bank for funds borrowed under the Credit Facility Agreement with the Bond Bank.

“Tax Period” means the period beginning on the date of issuance of the Warrants and ending on the earlier of the date six months after such date of issuance or the date of the computation of the Cumulative Cash Flow Deficit.

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APPENDIX C

PROPOSED FORM OF BOND COUNSEL OPINION

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PROPOSED FORM OF BOND COUNSEL OPINION

Upon delivery of the Notes, Barnes & Thornburg LLP, bond counsel,
proposes to deliver an opinion in substantially the following form:

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Re: Indiana Bond Bank
Advance Funding Program Notes, Series 2016A

Ladies and Gentlemen:

We have acted as bond counsel to the Indiana Bond Bank (the "Issuer") in connection with the issuance by the Issuer of its Advance Funding Program Notes, Series 2016 A, dated January 28, 2016 (the "Notes"), in the aggregate principal amount of \$73,420,000, pursuant to Indiana Code 5-1.5, as amended, and the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Issuer and The Huntington National Bank, as trustee. In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer contained in the Indenture, the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the Qualified Entities (as defined in the Indenture) and others, including, without limitation, certifications contained in the tax and arbitrage certificate of the Issuer, dated the date hereof, and the tax and arbitrage certificates of each of the Qualified Entities, dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the legal opinion of Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, special counsel to the Issuer, dated the date hereof, as to the matters stated therein. We have relied upon the report of Crowe Horwath LLP, Indianapolis, Indiana, independent certified public accountants, dated the date hereof, as to the matters stated therein.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is a body corporate and politic, validly existing under the laws of the State of Indiana (the "State"), with the corporate power to enter into the Indenture and perform its obligations thereunder and to issue the Notes.

2. The Notes have been duly authorized, executed and delivered by the Issuer and are valid and binding limited obligations of the Issuer, enforceable in accordance with their terms. The Notes are payable solely from the Trust Estate (as defined in the Indenture).

3. The Indenture has been duly authorized, executed and delivered by the Issuer and is a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

4. Under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"), interest on the Notes is excludable from gross income for federal income tax purposes. The opinion set forth in the preceding sentence is subject to the condition that each of the Issuer and the Qualified Entities comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. Each of the Issuer and the Qualified Entities has covenanted or represented that it will comply with such requirements. Failure to comply with certain of such requirements may cause interest on the Notes to become included in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

5. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

6. Interest on the Notes is exempt from income taxation in the State for all purposes, except the State financial institutions tax.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement, dated January 20, 2016, or any other offering material relating to the Notes.

We express no opinion regarding any tax consequences arising with respect to the Notes, other than as expressly set forth herein.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) the enforceability of such document or instrument may be limited by public policy; and (iv) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that, in our opinion, the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

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APPENDIX D

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

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APPENDIX D

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

JPMorgan Chase Bank, National Association (the “Bank”) is a wholly owned subsidiary of JPMorgan Chase & Co., a Delaware corporation whose principal office is located in New York, New York. The Bank offers a wide range of banking services to its customers, both domestically and internationally. It is chartered and its business is subject to examination and regulation by the Office of the Comptroller of the Currency.

As of September 30, 2015, JPMorgan Chase Bank, National Association, had total assets of \$1,954.1 billion, total net loans of \$701.3 billion, total deposits of \$1,302.9 billion, and total stockholder’s equity of \$193.9 billion. These figures are extracted from the Bank’s unaudited Consolidated Reports of Condition and Income (the “Call Report”) as of September 30, 2015, prepared in accordance with regulatory instructions that do not in all cases follow U.S. generally accepted accounting principles. The Call Report including any update to the above quarterly figures is filed with the Federal Deposit Insurance Corporation and can be found at www.fdic.gov.

Additional information, including the most recent annual report on Form 10-K for the year ended December 31, 2014, of JPMorgan Chase & Co., the 2014 Annual Report of JPMorgan Chase & Co., and additional annual, quarterly and current reports filed with or furnished to the Securities and Exchange Commission (the “SEC”) by JPMorgan Chase & Co., as they become available, may be obtained without charge by each person to whom this Official Statement is delivered upon the written request of any such person to the Office of the Secretary, JPMorgan Chase & Co., 270 Park Avenue, New York, New York 10017 or at the SEC’s website at www.sec.gov.

The information contained in this Appendix relates to and has been obtained from the Bank. The delivery of the Official Statement shall not create any implication that there has been no change in the affairs of the Bank since the date hereof, or that the information contained or referred to in this Appendix is correct as of any time subsequent to its date.

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APPENDIX E

SUMMARY OF CERTAIN LEGAL DOCUMENTS

- E-1 Summary of Certain Provisions of the Indenture**
- E-2 Summary of Certain Provisions of the Warrant Purchase Agreements**
- E-3 Summary of Certain Provisions of the Credit Facility Agreement**

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APPENDIX E-1

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

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SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain of the provisions of the Indenture and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Indenture.

Conditions Precedent to Purchase of Warrants

The Trustee will not purchase any Warrant issued under any Agreement until it has had the opportunity to review with respect to the Qualified Entity which is a party to such Agreement each of the following:

- (1) An original executed counterpart of the Agreement;
- (2) An opinion or certificate of counsel for the Qualified Entity to the effect that the Agreement has been validly executed and delivered on behalf of the Qualified Entity and constitutes a binding agreement by and between the Qualified Entity and the Bond Bank;
- (3) The Warrant or Warrants, executed by the Qualified Entity and delivered in accordance with the Act, in such form as will comply with the applicable provisions of the Agreement and the Indenture and is acceptable to the Trustee;
- (4) A written requisition of the Bond Bank signed by an Authorized Officer, stating to whom, in what amount and by what method payment is to be made;
- (5) A certificate of an Authorized Officer attached to the requisition described in clause (4) above, to the effect that (a) the Qualified Entity, pursuant to its Agreement, has sold or will sell such Warrant or Warrants to the Bond Bank; (b) the Qualified Entity is obligated to make all payments of principal and interest as and when required to be made thereunder and to pay all fees and charges required to be paid to or on behalf of the Bond Bank under the Indenture and the Agreement; (c) to the knowledge of such officer, the Qualified Entity is not in default under the payment terms or other material terms or provisions of any other obligations of that Qualified Entity; and (d) the Qualified Entity has made all of the certifications required by the Act; together with the Agreement and such other certifications and representations as may be reasonable and appropriate;
- (6) An Opinion of Bond Counsel, in form and substance satisfactory to the Bond Bank and the Trustee, to the effect that such Warrant or Warrants bear interest that is excludable from gross income under Section 103 of the Code for federal income tax purposes; and

- (7) A certificate of an Authorized Official of the Qualified Entity to the effect that the representations and warranties of the Qualified Entity contained in the Agreement are true, complete and correct as of the time of such purchase.

Notwithstanding the provisions described in the foregoing paragraph, the Trustee is not required to review any of the items described therein prior to purchasing any one or more Warrants, so long as the Bond Bank certifies that each of such items not in the Trustee's custody is within the custody or control of the Bond Bank and is in compliance with the applicable provisions described in the foregoing paragraph.

Program Covenants

In order to provide for the payment of the principal of and interest on the Notes (including any repayment under the terms of the Credit Facility Agreement) and of Program Expenses, the Bond Bank will, from time to time in a sound and economical manner in accordance with the Act and the Indenture undertake all necessary actions to receive and collect Revenues, including enforcement of the prompt collection of any arrears on Warrants. Whenever necessary to provide for the payment of the Notes, the Bond Bank will commence appropriate remedies with respect to any Warrant held by the Bond Bank which is in default.

The Bond Bank will (i) not purchase a Warrant for a fund in a principal amount in excess of eighty percent (80%) of the semiannual levy in anticipation of which such Warrant is due and payable (as estimated or certified by the Indiana Department of Local Government Finance) (except, as to school corporations, such 80% limit shall apply to the sum of the semiannual levy and the State tuition support distributions in anticipation of which such Warrant is issued; or as to townships, such 80% limit shall apply to the sum of the semiannual levy and the other revenues in anticipation of which such Warrant is issued), and (ii) not consent, pursuant to the Agreement, to the issuance by a Qualified Entity of any parity obligations similar to the Warrants in an amount which, together with other warrants outstanding for a fund, would exceed eighty percent (80%) of such semiannual levy which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (except, as to school corporations, such 80% limit shall apply to the sum of the semiannual levy and the State tuition support distributions in anticipation of which such Warrant is issued; or as to townships, such 80% limit shall apply to the sum of the semiannual levy and the other revenues in anticipation of which such Warrant is issued), unless the Bond Bank provides written notice thereof to S&P.

Warrant Covenants

With respect to the Warrants purchased by the Bond Bank, the Bond Bank covenants as follows:

- (1) To the extent that such action would not adversely affect the validity of such Warrants, the Bond Bank will instruct the Trustee to pursue the remedy set forth in the Act for collection of deficiencies on any Warrants by collection of such deficiencies out of certain State funds payable but not yet paid to a defaulting Qualified Entity.

- (2) The Bond Bank will diligently enforce and take all actions necessary to protect its rights with respect to any Warrants and will also enforce or authorize the enforcement of all remedies available to owners or holders of the Warrants, unless the Bond Bank provides the Trustee and the Bank with a Positive Cash Flow Certificate giving effect to the Bond Bank's failure to enforce or authorize the enforcement of such remedies. Decisions as to the enforcement of such remedies will be within the Trustee's sole discretion, unless the Bank is the only owner of outstanding Notes, in which case, all decisions as to the enforcement of particular remedies will be within the sole discretion of the Bank.
- (3) The Bond Bank will not (i) permit or agree to any material change in any Warrant or (ii) sell or dispose of any Warrant, unless the Bond Bank provides the Trustee and the Bank with a Cash Flow Certificate giving effect to such action and the Trustee and the Bank provide written approval thereof.

Accounts and Reports

The Bond Bank will keep proper and separate books of records and accounts in which complete and correct entries will be made of its transactions relating to the Program and the Funds and Accounts established by the Indenture. Such books and all other books and papers of the Bond Bank and all Funds and Accounts will, at all reasonable times, be subject to the inspection of the Trustee, the Bank, and the owners of an aggregate of not less than five percent (5%) in principal amount of Notes then outstanding or their representatives duly authorized in writing.

Before August 10, 2016, the Trustee will provide the Bond Bank with a statement of the amounts on deposit in each Fund and Account as of July 15, 2016, and the total deposits to and withdrawals from each Fund and Account since the beginning of calendar year 2016.

Annual Budget

The Bond Bank will adopt and file with the Trustee and appropriate State officials as required by the Act an annual budget covering its fiscal operations for the succeeding Fiscal Year not later than July 1, 2016. The annual budget will be open to inspection by any owner of the Notes. In the event the Bond Bank does not adopt an annual budget for the succeeding Fiscal Year on or before July 1, 2016, the budget for the preceding Fiscal Year will be deemed to have been adopted and be in effect for the succeeding Fiscal Year until the annual budget for such Fiscal Year has been duly adopted. The Bond Bank may at any time adopt an amended annual budget in the manner then provided in the Act.

Covenant to Monitor Investments

The Bond Bank covenants and agrees to review regularly the investments held by the Trustee in the Funds and Accounts under the Indenture in order to assure that Revenues derived from such investments are sufficient to pay, together with other anticipated Revenues, the debt service on all Notes outstanding under the Indenture.

Preservation of Tax Exemption of the Notes

In order to assure the continuing excludability of interest on the Notes from the gross income of the owners thereof for purposes of federal income taxation, the Bond Bank covenants and agrees to take all actions and not to fail to take any actions necessary in order to preserve and protect such excludability. Additionally, the Bond Bank covenants and agrees not to take any action or fail to take any action with respect to the investment of the proceeds of the Notes or the investment or application of any payments of the principal of and interest on any Warrant or any other agreement or instrument entered into in connection therewith or with the issuance of the Notes, including but not limited to the obligation to rebate certain funds to the United States of America, which would result in constituting any Notes as “arbitrage bonds” within the meaning of Section 148 of the Code. The Trustee also covenants and agrees not to take any action or omit to take any action or permit any action or omission, which is within its control to be taken or omitted and would, to the knowledge of the Trustee, impair the excludability of the interest on any of the Notes from gross income for federal income tax purposes. Notwithstanding the provision described in the preceding sentence, the Trustee is not obligated to investigate the effect on the tax-exempt status of the Notes of its compliance with the directions of the Bond Bank.

Covenants Concerning Credit Facility Agreement

The Bond Bank will review regularly the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of principal of and interest on the Warrants, together with other Revenues, will be sufficient to provide for the timely payment of principal of and interest on the Notes.

The Bond Bank further will comply with the Credit Facility Agreement and the Trustee will take all action necessary to effect the Bond Bank’s compliance with the Credit Facility Agreement.

Events of Default

Any of the following events constitutes an “Event of Default” under the Indenture:

- (a) The Bond Bank defaults in the due and punctual payment of the principal of or interest on any Note;
- (b) The Bond Bank defaults in the performance or observance of any of its other covenants, agreements or conditions contained in the Indenture, any Agreement, or the Notes and fails to remedy such default within sixty (60) days after receipt of notice, all in accordance with the Indenture;
- (c) Any warranty, representation or other statement by or on behalf of the Bond Bank contained in the Indenture or in any instrument furnished in compliance with or in reference to the Indenture is false or misleading in any material respect when made and there has been a failure to remedy the same within sixty (60) days after receipt of notice, all in accordance with the Indenture;

- (d) The Bond Bank fails to make remittances required by the Indenture to the Trustee within the time limits prescribed in the Indenture;
- (e) A petition is filed against the Bond Bank 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 sixty (60) days after such filing;
- (f) The Bond Bank files a voluntary petition in bankruptcy or seeking relief under any provision 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;
- (g) The Bond Bank 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 Bond Bank 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 sixty (60) days;
- (h) The Bond Bank is rendered incapable of fulfilling its obligations under the Indenture for any reason; or
- (i) An event of default occurs under the Credit Facility Agreement and the Bank exercises its right to terminate the Credit Facility thereunder.

No default described under subparagraph (b) or (c) above will constitute an Event of Default until actual notice of the default by registered or certified mail has been given to the Bond Bank by the Trustee, the Bank or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Notes then outstanding and the Bond Bank has had sixty (60) days after receipt of the notice to correct such default, and shall not have corrected such default or caused such default to be corrected within such period. If such default is correctable but cannot be corrected within such period, it will not constitute an Event of Default if corrective action is instituted by the Bond Bank within the applicable period and diligently pursued until the default is corrected.

Remedies

Upon the occurrence of an Event of Default, the Trustee will notify the owners of all Notes then outstanding of such Event of Default and will have the following rights and remedies:

- (1) The Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of and interest on outstanding Warrants, subject to their terms, and to enforce the payment of principal of and interest on the Notes when due;
- (2) The Trustee may by action or suit in equity require the Bond Bank to account as if it were the trustee of an express trust for the owners of the Notes and may take

such action with respect to the Warrants as the Trustee deems necessary or appropriate and in the best interest of the owners of Notes, subject to the terms of the Warrants;

- (3) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the owners of Notes under the Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate under the Indenture 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;
- (4) Upon the occurrence and continuance of an Event of Default described in subparagraph (a) or (d) above, the Trustee will request payment from the Bank under the Credit Facility;
- (5) Upon the occurrence of an Event of Default described in subparagraph (i) above, the Trustee will request payment from the Bank under the Credit Facility in an amount equal to the total amount available to be requested under the Credit Facility;
- (6) Upon the occurrence and continuance of an Event of Default and if requested to do so by the owners of a majority of the aggregate principal amount of all Notes then outstanding and if indemnified as provided in the Indenture, the Trustee will be obligated to exercise such of the rights, remedies, and powers conferred by the Indenture, as the Trustee, being advised by counsel, deems most expedient in the interests of the owners of the Notes; and
- (7) Upon the occurrence and continuance of an Event of Default and in the event the Bank (i) has been deemed an owner of Notes pursuant to the Indenture, (ii) is the only owner of outstanding Notes, and (iii) has requested the Trustee so to do, and further, if the Trustee is indemnified as provided in the Indenture, the Trustee will be obligated to exercise one or more of the rights, remedies and powers conferred by the Indenture, as the Trustee, being advised by counsel and the Bank, deems most expedient in the interest of the Bank as Noteholder.

Under no circumstances, however, will the Trustee be entitled to accelerate the maturity of the principal of any of the Notes.

Transfer and Assignment of Notes to the Bank

Upon receipt of payment from the Bank under the Credit Facility Agreement and subsequent payment of principal of and interest on Notes by the Bond Bank, and notwithstanding any other provisions in the Indenture, the Notes so paid will remain outstanding, will not be deemed defeased or otherwise satisfied, will not be considered paid by the Bond Bank, and will continue to be due and owing until paid by the Bond Bank with interest at the Reinvestment Rate (as defined in Appendix B-2), and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the Bond Bank to the registered owners of the

Notes so paid will continue to exist and run to the benefit of the Bank, and the Bank will become subrogated to the rights of the recipients of such payments of principal of and interest on such Notes and will be deemed to be the owner of such Notes; provided, however, that any interest in, lien on or pledge of the Trust Estate in favor of the Bank (as holder of such Notes) will be junior and subordinate to any interest in, lien on or pledge of the Trust Estate in favor of any owner of Notes other than the Bank. To evidence such subrogation and ownership, the Trustee will note the Bank's rights as subrogee and owner on the registration books maintained by the Trustee upon receipt from the Bank of the payment to the Bond Bank and payment of principal and interest to the holders of such Notes.

After payment of all principal of and interest on the Notes, the Trustee shall deliver to the Bank any net amount of any advance under the Credit Facility previously disbursed and not used to make payment on the Notes.

Rights and Remedies of Owners of Notes

No owner of any Note will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or for any other remedy under the Indenture, unless (i) a default has occurred, of which the Trustee has been notified pursuant to the Indenture, (ii) such default has become an Event of Default and the owners of not less than a majority of the aggregate principal amount of all Notes then outstanding have made written request to the Trustee and have offered the Trustee reasonable opportunity either to proceed to exercise the remedies granted in the Indenture or to institute such action, suit or proceeding in its own name, (iii) such owners of Notes have offered to indemnify the Trustee, as provided in the Indenture and (iv) the Trustee has thereafter refused, or after 60 days subsequent to receipt of such request and offer of such indemnification has failed, to exercise the powers and remedies granted in the Indenture or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, or to the appointment of a receiver or any action or cause of action for the enforcement of the Indenture, or to any other remedy as provided in the Indenture. All proceedings at law or in equity must be instituted, had and maintained in the manner provided in the Indenture and for the equal benefit of the owners of all then outstanding Notes. However, nothing contained in the Indenture will affect or impair the right of any owner of Notes to enforce the payment of the principal of and interest on any Note or the limited obligation of the Bond Bank to pay the principal of and interest on each of the Notes to the owners of the Notes at the time and place, from the source, and in the manner expressed in the Indenture and the Notes.

The owners of a majority in aggregate principal amount of all Notes then outstanding will have the right, at any time during the continuance of an Event of Default, by a written instrument or instruments 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 the Indenture or for the appointment of a receiver or any other proceedings under the Indenture. However, such direction will not be otherwise than in accordance with the provisions of law and of the Indenture.

Waivers of Events of Default

At its discretion and with the consent of the Bank, the Trustee may waive any Event of Default and its consequences, and must do so upon the written request of the owners of (i) more than sixty-five percent (65%) in aggregate principal amount of all Notes then outstanding in respect of which an Event of Default in the payment of the principal of or interest on any Note exists or (ii) a majority in aggregate principal amount of all Notes then outstanding in the case of any other Event of Default. However, there may not be waived (A) any Event of Default in the payment of the principal of any outstanding Note at the specified date of maturity or (B) any Event of Default in the payment when due of the interest on any outstanding Note, unless, prior to waiver, all arrears of payments of interest or principal due, as the case may be, with interest on overdue principal at the rate borne by such Note, and all expenses of the Trustee in connection with the Event of Default have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default has been discontinued or abandoned or determined adversely, then and in every case, the Bond Bank, the Trustee and the owners of Notes will be restored to their former positions and have their former rights under the Indenture. No such waiver or rescission will extend to any subsequent or other Event of Default or impair any rights consequent thereon.

Supplemental Indentures

The Bond Bank and the Trustee, without the consent of, or notice to, any of the owners of Notes, but with the written consent of the Bank, may enter into an indenture or indentures supplemental to the Indenture for any one of more of the following purposes:

- (a) To cure any ambiguity, formal defect or omission in the Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the owners of Notes then outstanding any additional benefits, rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of Notes or the Trustee, or to make any change which, in the judgment of the Trustee, does not materially and adversely affect the interests of the owners of Notes and does not otherwise require the consent of the owners of all Notes then outstanding under the Indenture;
- (c) To subject to the lien and pledge of the Indenture for the benefit and security of the owners of the Notes then outstanding additional revenues, properties or collateral;
- (d) To modify, amend or supplement the Indenture or any supplemental indenture in order to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Notes for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, in connection therewith, if the Bond Bank and the Trustee so determine, to add to the Indenture or to any supplemental indenture such other terms, conditions, and provisions as may be permitted by the Trust Indenture Act of 1939, as amended,

or federal or state statute. However, any such indenture supplemental referred to in this subsection must not, in the judgment of the Trustee, which may rely on an opinion of counsel, be to the prejudice of the owners of any of the Notes or grant a privilege, priority or preference to any one Note over any other Note;

- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new Note Registrar and/or paying agent;
- (f) To modify, amend or supplement the Indenture or any supplemental indenture to enable the Bond Bank to comply with its covenants regarding the excludability of interest from gross income of the owner of the Notes for federal income tax purposes, so long as any such action is not to the material prejudice of the owners of the Notes; or
- (g) To modify, amend or supplement the Indenture or any supplemental indenture in any manner which, in the reasonable opinion of the Trustee, does not adversely affect, in any material respect, the security for the Notes.

With the exception of supplemental indentures for the purposes described in the preceding paragraph and subject to the terms of the Indenture, the owners of not less than a majority of the principal amount of all Notes then outstanding (other than Notes held by the Bond Bank) will have the right, from time to time, to consent to and approve the execution by the Bond Bank and the Trustee of any supplemental indenture or indentures deemed necessary and desirable by the Bond Bank for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any supplemental indenture. However, nothing contained in the Indenture shall permit or be construed as permitting, without the consent of the Bank and owners of all Notes then outstanding: (i) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of payment of interest on, any Notes; or (ii) the creation of any lien on the Trust Estate prior to the lien of the Indenture; or (iii) a reduction in the aggregate principal amount of the Notes, the owners of which are required to consent to any such supplemental indenture; or (iv) the granting of a privilege, priority or preference to any of the Notes over any other Notes; or (v) any amendment or modification of the trusts, powers, rights, obligations, duties, remedies, immunities, or privileges of the Trustee which will also require the written consent of the Trustee.

Defeasance and Discharge of Lien of Indenture

If: (i) payment or provision for payment is made to the Trustee of the whole amount of the principal of, and interest on, the Notes due and to become due upon all of the Notes then outstanding under the Indenture; (ii) all Credit Obligations (as defined in the Credit Facility Agreement) have been discharged and there are no amounts owed by the Bond Bank to the Bank under the Credit Facility Agreement; and (iii) the Trustee receives all payments due and to become due under the Indenture, then the Indenture may be discharged in accordance with its provisions.

Any Note will be deemed to be paid within the meaning of the Indenture when: (i) payment of the principal of that Note and interest thereon to the due date, either (a) has been made or has been caused to be made in accordance with its terms or (b) has been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (I) moneys sufficient to make such payment, (II) Government Obligations of the type described in clause (1) of the definition of "Government Obligations" in the Indenture ("Defeasance Obligations"), which must not contain provisions permitting the redemption at the option of the issuer, and maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payments or (III) a combination of such moneys and such Defeasance Obligations; and (ii) all other sums payable under the Indenture by the Bond Bank, including the necessary and proper fees and expenses of the Trustee pertaining to the Notes and any amounts required to be rebated to the United States of America, have been paid to or deposited with the Trustee.

APPENDIX E-2

SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS

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**SUMMARY OF CERTAIN PROVISIONS OF
THE WARRANT PURCHASE AGREEMENTS**

The following is a summary of certain of the provisions of the Agreements and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Agreements.

Representations of the Bond Bank

The Bond Bank will represent and warrant in each Agreement, among other things, that:

- (1) It is a public body corporate and politic with full power and authority to enter into the Agreement and to perform its obligations thereunder;
- (2) By all required action, the Agreement and the Indenture and their respective execution and delivery have been duly adopted and authorized by the Bond Bank; and
- (3) The execution and delivery of the Agreement, and the performance of the Bond Bank of its obligations thereunder will not violate or result in a breach of any of the terms of, or constitute a default under, the Act or any instrument to which the Bond Bank is a party or by which it is bound.

Representations of the Qualified Entity

The Qualified Entity will represent and warrant in its Agreement, among other things, that as of the date of the Agreement and the purchase of Warrants made thereunder:

- (1) It is a duly organized and existing political subdivision and constitutes a “qualified entity” within the meaning of the Act;
- (2) It has full power and authority to enter into the Agreement and perform its obligations thereunder;
- (3) By all required action, it has duly authorized the execution and delivery of the Agreement;
- (4) The execution, delivery and performance of the Agreement by the Qualified Entity will not conflict with or result in a breach under or constitute a default under any instrument to which the Qualified Entity is a party or by which it is bound;
- (5) There is no litigation pending or, to the knowledge of the Qualified Entity, threatened that challenges or questions the validity or binding effect of the Agreement or the Warrants or its authority or ability to execute and deliver the

Agreement or the Warrants or perform its obligations thereunder or that would, if adversely determined, have a significant adverse effect on the ability of the Qualified Entity to meet its obligations under the Agreement or the Warrants;

- (6) Unless otherwise disclosed in writing to the Bond Bank, it has not, during the last 10 years, failed to pay when due interest on or principal of, and is not now in default under any obligation or indebtedness;
- (7) Unless otherwise disclosed in writing to the Bond Bank, it has, during its three most recent Fiscal Years, achieved an average collection rate, with respect to Ad Valorem Property Taxes of at least eighty-five percent (85%) of Net Levied Property Taxes;
- (8) All information furnished by it to the Bond Bank in connection with its participation in the Program is accurate and complete in all material respects;
- (9) It has not purchased and will not purchase, pursuant to any arrangement, the Notes in an amount related to the Warrants;
- (10) It has taken or will take all proceedings required by law to enable it to issue and sell the Warrants to the Bond Bank pursuant to the Agreement;
- (11) It has not issued any other obligations in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection, or if applicable, in anticipation of the receipt of current State tuition support revenue estimated to be received prior to December 30, 2016 (but after the last day of June 2016) for a fund upon which Warrants are to be issued;
- (12) Prior to the end of the Tax Period, the Cumulative Cash Flow Deficit with respect to each fund upon which such Warrants will be issued is expected to exceed 90% of the proceeds of all the Warrants issued for such fund; and
- (13) There have been levied and are in the course of collection Ad Valorem Property Taxes for each fund upon which Warrants are to be issued with respect to the June and December settlements and distributions in an amount estimated to equal at least 125% of the respective amounts of Warrants maturing on June 30, 2016 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date), and payable from the June settlement and distribution and/or maturing on December 30, 2016, and payable from the December settlement and distribution, and, if applicable there shall be estimated for receipt and collection current State tuition support revenue for the General Fund on or before December 30, 2016 (but after the last day of June 2016) in an amount estimated to equal at least 125% of the amount of the Warrants maturing on December 30, 2016 and payable from such revenues; and
- (14) Prior to the execution and delivery of the Agreement, it has filed with the Bond Bank a certificate executed by an authorized official of the Qualified Entity setting forth (i) the amount received or estimated to be received into each

applicable fund during each month of its 2014, 2015, and 2016 fiscal years, (ii) the amount expended or estimated to be expended from each such applicable fund during each month of each such fiscal year, and (iii) the amounts representing or estimated to represent the balance in each applicable fund as of the end of each month of each such fiscal year. Prior to the execution and delivery of any supplemental agreement relating to the purchase of additional warrants authorized under the Agreement, the Qualified Entity must file with the Bond Bank a certificate updating such information to show actual figures for 2015 and revised estimates for 2016.

Purchase of Warrants

The Bond Bank will agree to purchase the Warrants of the Qualified Entity at the purchase price of 100% of the par value thereof in a principal amount agreed to by the Qualified Entity and the Bond Bank. The Bond Bank will disburse the proceeds from the sale of the Warrants to the Qualified Entity on or about the date of issuance of the Notes. The Warrants will bear interest prior to their due date or dates at the per annum rate fixed at the time of their issuance. Each Qualified Entity is expected to have authorized an interest rate not to exceed 6.50% as of the date of this Official Statement. To the extent permitted by law, Warrants not paid on or before the respective due date will bear interest at the Reinvestment Rate thereafter until paid.

Payment

Each Qualified Entity will be required to repay its Outstanding Warrants in full in immediately available funds no later than the applicable: (i) June 30, 2016, or if applicable by the terms of any Warrant, the First Settlement Payment Due Date; or (ii) December 30, 2016. Qualified Entities may not prepay or effect the prepayment of all or any portion of the principal amount of the outstanding Warrants without the express written consent of the Bond Bank. Qualified Entities will be required to submit a request to the County Treasurer for an advance distribution of not less than 95% of collections of Ad Valorem Property Taxes for each fund in anticipation of which Warrants are issued. If a Qualified Entity (a) receives advance distributions of Ad Valorem Property Tax collections or other moneys in lieu thereof, and the total of all advance distributions or other moneys in lieu thereof received exceeds five percent (5%) of the total taxes in anticipation of which Warrants have been issued, or (b) if applicable, an advance State tuition support distribution or other moneys in lieu thereof, and the total of all advance distributions or other moneys in lieu thereof received exceeds five percent (5%) of the total tuition support revenue in anticipation of which the Warrants were issued, the Qualified Entity will be required to invest such moneys temporarily in investments which: (i) mature no later than the respective due dates of such Warrants or the date fixed for prepayment of the Warrants in accordance with the Warrant Purchase Agreement, and are limited solely to interest-bearing time deposits or certificates of deposit of any bank, trust company or national banking association which is a member of the Federal Reserve System and which is designated as a depository under and a participant in the Public Deposits Insurance Fund of the State; or (ii) have been approved by the Bond Bank. Additionally, in the event the First Semi-Annual Settlement shall occur in more than one installment to the Qualified Entity to be made after June 30, 2016, following its receipt of each such installment, the Qualified Entity (i) must within two (2)

Business Days following receipt of each such installment notify the Bond Bank of the amount so received and (ii) will be obligated to prepay the Warrants issued in anticipation of the First Semi-Annual Settlement in the amounts, on the date or dates, and in respect of the respective Warrants as may be determined by the Bond Bank in a notice to the Qualified Entity; provided that the aggregate amount of each such prepayment of the Warrants shall not exceed the aggregate amount of each such respective installment received by the Qualified Entity.

Conditions of Purchase

Prior to the purchase by the Bond Bank of any Warrants, the Trustee will have the opportunity to review the various documents and instruments required by the Agreement with respect to each Qualified Entity, including, among other things, the following:

- (1) A certificate executed by an Authorized Official stating (a) the amount of the Cumulative Cash Flow Deficit projected to occur during each month of the Tax Period in each of the funds of the Qualified Entity for which Warrants are to be issued, (b) the amount of taxes estimated or certified by the County Auditor or the DLGF to be levied and collected during the 2016 calendar year for each of the funds for which Warrants are to be issued in respect thereof, and, if applicable, State tuition support revenue estimated to be received on or before December 30, 2016 (but after the last day of June 2016), and (c) that the Qualified Entity has duly, regularly and properly adopted its budget for the 2016 Fiscal Year, has complied with all statutory and regulatory requirements with respect to its adoption and will expend the proceeds of its Warrant or Warrants for lawful purposes provided for in the budget;
- (2) A copy of the final budget order, or if such final budget order is not available, then the most current preliminary budget order, of the DLGF setting forth the annual budgets for each of the funds of the Qualified Entity for which Warrants are to be issued;
- (3) A copy of the resolutions or ordinances of the Qualified Entity authorizing the issuance of the Warrants and appropriating and pledging funds for their repayment;
- (4) The opinion of bond counsel to the Qualified Entity in the form required by the Agreement;
- (5) A signed copy of the opinion or certificate of counsel to the Qualified Entity in the form required by the Agreement;
- (6) A copy of the transcript of the proceedings in which the Qualified Entity has authorized the issuance and sale of the Warrants to the Bond Bank; and
- (7) All other documents and materials required by bond counsel for the Bond Bank.

Consent to Pledge by Qualified Entity

The Qualified Entity consents and agrees to the assignment and pledge by the Bond Bank of the Warrants and all rights of the Bond Bank under the Agreement to the Trustee and thereafter to the Bank.

Appropriation and Pledge of Revenues by Qualified Entity

The Qualified Entity has appropriated and pledged to the payment of the Warrants issued with respect to each fund, including interest and all necessary costs incurred in connection with the issuance and sale of the Warrants, a sufficient amount of revenues, including taxes, levied for 2015, and in the course of collection in 2016, for such fund and in anticipation of which the Warrants have been issued, for the punctual payment of the principal of and interest on the Warrants evidencing such temporary loans, together with any costs of issuance, subject to the application of the tax revenues, and in the case of a school corporation, the State tuition support revenues to be received on or before December 30, 2016 (but after the last day of June 2016), to be received in the respective fund to any long-term lease or debt obligations due contemporaneously with such Warrants; provided, that the appropriation of moneys to the repayment of Warrants shall not cause the Qualified Entity to violate the provisions of Indiana law or any contract, grant or other agreement to which the Qualified Entity is a party; provided, further, that as a condition to participation in the Program, the Qualified Entity represents, that upon issuance of the Warrants, it will have no warrants other than the Warrants issued pursuant to the Agreement, that remain outstanding and are payable from taxes levied for 2015 and payable in 2016 or, in the case of a school corporation, current State tuition support revenues, and the Warrants shall not in any respect be subject to the prior payment of any other warrants outstanding. Interest on the Warrants may also be payable from amounts, if any, available for that purpose on the debt service fund. The Qualified Entity covenants and agrees that if it fails to make any payment required in the Agreement when due, it will promptly undertake all actions, including the issuance of warrants to refund the unpaid Warrants: (i) which are necessary to cure such nonpayment, (ii) the proceeds of which are legally available to cure such nonpayment, and (iii) which do not, in the opinion of bond counsel, cause any of the Warrants to be considered debt of the Qualified Entity within the meaning of Article 13, Section 1 of the Indiana Constitution or laws of the State.

Other Borrowings

For so long as its Warrant or Warrants are outstanding, the Qualified Entity will not, without the consent of the Bond Bank and the Bank, issue any warrant or comparable obligation in anticipation of the revenues budgeted for the fund from which the Warrants will be paid for the then current Fiscal Year; provided that this prohibition shall not be violated by the Qualified Entity having issued warrants for a fund in anticipation of revenues that were originally anticipated for collection in the prior Fiscal Year but due to reassessment and related delays are now anticipated for collection in the Fiscal Year ending December 31, 2016 or by issuing warrants with the Bond Bank's consent, to refund any such warrant if such revenues remain in the course of collection.

Reports Relating to Cumulative Cash Flow Deficit and Financial Information.

The Qualified Entity will be required to submit monthly reports regarding its Cumulative Cash Flow Deficit and its compliance with the requirements of Section 148 of the Code.

Maintenance of Tax Exemption and Arbitrage Rebate

The Qualified Entity covenants not to take, or cause or permit itself or any party under its control to take, or fail to take, or cause to permit itself or any party under its control to fail to take, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on its Warrants pursuant to Section 103 of the Code.

The Qualified Entity covenants to take all action necessary and appropriate to comply with the arbitrage rebate requirement under Section 148 of the Code to the extent applicable. The Qualified Entity will bear all responsibility for and pay all expenses of compliance with the rebate requirements with respect to its Warrants.

Remedies

The Qualified Entity acknowledges and agrees that, in the event of its default on any of its obligations under its Agreement or under its Warrants, the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement to the extent that amounts are owed to the Bank under the Credit Facility Agreement) will have any and all remedies available at law or in equity for the enforcement of such obligations. The Qualified Entity further covenants and agrees that, in the event that any default on the payment of principal of or interest on a Warrant is attributable to or arises from a third party's act or omission, the Qualified Entity will diligently prosecute any cause of action arising therefrom in its own name or, at the option of the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement, if amounts are owed to the Bank under the Credit Facility Agreement) and to the extent permitted by law, assign such right to pursue the cause of action in its own name to the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement, if amounts are owed to the Bank under the Credit Facility Agreement).

Additional Costs Imposed on Qualified Entities

The Qualified Entity will agree to pay to the Bond Bank all costs and expenses incurred by or on behalf of the Bond Bank as a result of any failure by the Qualified Entity to comply with the provisions of the Agreement.

APPENDIX E-3

SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT

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**SUMMARY OF CERTAIN PROVISIONS OF
THE CREDIT FACILITY AGREEMENT**

The following is a summary of certain of the provisions of the Credit Facility Agreement and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Credit Facility Agreement.

Assignment to Trustee

Pursuant to and in accordance with the provisions of the Credit Facility Agreement, the Bond Bank will assign all of its rights under the Credit Facility Agreement to the Trustee. The Trustee will be deemed to be the agent of the Bond Bank for purposes of the Credit Facility Agreement and will have the authority to exercise any and all rights of the Bond Bank under the Credit Facility Agreement, including without limitation, the right to request payment under the Credit Facility Agreement. The obligations of the Bond Bank under the Credit Facility Agreement will remain with the Bond Bank and will not be assigned to the Trustee.

Request for Payment

The Trustee, acting on behalf of the Bond Bank, may request payment under the Credit Facility Agreement at any time on or before January 5, 2017 during the Bank's business hours by delivery of a certificate requesting payment in the form attached to the Credit Facility Agreement appropriately completed and signed by the Trustee. If a payment request is appropriately completed and received by the Bank on or prior to 10:00 a.m., New York City time, on a banking day, payment will be made to the Trustee of the amount requested not later than 12:00 noon, New York City time, on the same day. If a payment request is appropriately completed and received by the Bank after 10:00 a.m., New York City time, on a banking day, payment will be made to the Trustee of the amount requested not later than 12:00 noon, New York City time, on the next succeeding banking day. If a payment request is delivered by the Trustee and does not conform to the form of the payment request attached to the Credit Facility Agreement, the Bank will give the Trustee prompt notice of such fact in writing or by telephone or facsimile transmission, and thereafter, the Trustee may attempt to correct such certificate requesting payment.

Reimbursement and Other Payments by the Bond Bank

Pursuant to and in accordance with the provisions of the Credit Facility Agreement, the Bond Bank agrees to pay to the Bank no later than May 31, 2017, an amount equal to the total amount disbursed under the Credit Facility Agreement, together with interest on such amounts. The Bond Bank will execute a note to evidence its obligations to the Bank under the Credit Facility Agreement (the "Facility Note"). To the extent moneys are available in the Trust Estate for the repayment of credit obligations under the Credit Facility Agreement, the Bond Bank will repay such amounts to the Bank prior to May 31, 2017. Moneys shall be considered available in the Trust Estate for the payment of credit obligations only if and to the extent that moneys in the Trust Estate together with the sum of (1) the principal amount of all Warrants in the Trust Estate

(excluding, however, Warrants the payment of principal of or interest on which is in default) and (2) all interest to be received on all Warrants held in the Trust Estate (excluding, however, interest on Warrants the payment of principal of or interest on which is in default) exceeds the sum of (a) the outstanding principal amount of the Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture); (b) the full amount of the interest to be paid on the Notes (not including, however, interest on any Notes transferred and assigned to the Bank pursuant to the Indenture) at their maturity; and (c) the anticipated costs to be incurred in connection with the administration of the Program. If there is a termination of the Credit Facility Agreement, then in no event shall any moneys in the Trust Estate be considered available for or used for the repayment of such credit obligation prior to the date on which the principal of and interest on all Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture) has been paid in full. In the event that any amounts owing under the Facility Note to the Bank are not paid on or before May 31, 2017, interest on the outstanding balance of such amount will be payable at a default rate (which rate is 2% above the otherwise applicable rate).

Representations and Covenants of the Bond Bank Under the Credit Facility Agreement

The Bond Bank covenants and agrees, pursuant to the Credit Facility Agreement, among other things:

- (1) To comply at all times with its covenants and obligations under the Indenture, the Agreements and the Notes;
- (2) To conduct its affairs and carry on its operations in a manner complying in all material respects with any and all applicable laws of the United States of America and the State of Indiana;
- (3) To permit the Bank or any of its agents or representatives to examine and make copies of any abstracts from the records and books of account of the Bond Bank and to discuss the general business affairs of the Bond Bank with any of its officials, directors or employees;
- (4) To keep proper books and records of account, in which full and correct entries will be made of financial transactions and the assets of the Bond Bank in accordance with generally accepted accounting principles;
- (5) To furnish the Bank with (i) a statement of the Bond Bank setting forth the details of any event of default and the action the Bond Bank proposes to take with respect to such event of default within ten (10) days after the occurrence thereof; (ii) its audited balance sheet and audited income statement and statement of cash flows as prepared by its independent certified public accountants as soon as possible after the end of each Fiscal Year, (iii) a statement or report of the Trustee setting forth the amount on deposit in each Fund and Account held under the Indenture and the total deposits and withdrawals from each Fund and Account during each month, within twenty (20) days after the end of each such month and

- (iv) such other information regarding the financial condition or operations of the Bond Bank as the Bank may reasonably request;
- (6) To promptly furnish to the Bank a copy of all notices, reports, statements, and other communications sent, given, or delivered by the Bond Bank pursuant to or in connection with the Indenture;
- (7) Not to create or suffer to exist any liens, security interests, or other encumbrances with respect to the collateral pledged to the Bank under the Credit Facility Agreement, other than as contemplated by the Indenture;
- (8) (i) To regularly review the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of principal of and interest on such Warrants, together with other Revenues, will be sufficient to provide for the timely payment of the principal of and interest on the Notes (without taking into account any advances made or available to be made under the Credit Facility) and (ii) to pursue all necessary and appropriate actions not inconsistent with the powers and purposes of the Bond Bank under the Act in order to remedy any actual or anticipated deficiency in funds available for payment of the principal of and interest on the Notes and deposit any amounts received or otherwise made available by the Bond Bank pursuant to its actions taken into the General Fund under the Indenture for the payment of the principal of and interest on the Notes; and
- (9) To the fullest extent permitted by law, not to assert the defense of sovereign immunity in any legal proceeding to enforce or collect upon the obligations of the Bond Bank under the Credit Facility Agreement or the transactions contemplated thereby. To the extent the Bond Bank has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise), with respect to itself, the Bond Bank irrevocably waives (to the extent permitted by law) such immunity in respect of its obligations under the Credit Facility Agreement and the Facility Note.

The Bond Bank further represents, pursuant to the Credit Facility Agreement, that it is not entitled to claim, with respect to itself or the security for its obligations under the Credit Facility Agreement, the defense of sovereign immunity under current law in any action, suit or proceeding arising out of the Credit Facility Agreement or the Facility Note: (a) for monetary damages; or (b) for the execution or enforcement of any judgment (subject to applicable bankruptcy or insolvency laws or limitation on legal remedies against political subdivisions in the State), nor may there be attributed to the Bond Bank or the security for its obligations under the Credit Facility Agreement any such immunity (whether or not claimed).

Events of Default

Each of the following will constitute an event of default under the Credit Facility Agreement:

- (a) Default in the payment when due, whether by acceleration or otherwise, of any amounts payable under the terms of the Credit Facility Agreement;
- (b) The Bond Bank becomes insolvent or admits in writing its inability to pay its debts as they mature or is adjudicated a bankrupt or insolvent; or the Bond Bank applies for, consents to, or acquiesces in the appointment of a trustee or receiver for itself or any of its property, or makes a general assignment for the benefit of creditors; or a trustee or receiver is appointed for the Bond Bank or for a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by the Bond Bank or against the Bond Bank and is consented to or acquiesced in by the Bond Bank and remains undismitted for sixty (60) days;
- (c) Failure by the Bond Bank to comply with any of the covenants set forth in the Credit Facility Agreement, and continuance of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank;
- (d) Any warranty or representation made by the Bond Bank in the Credit Facility Agreement proving to have been false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice or other writing furnished by the Bond Bank to the Bank proving to have been false or misleading in any material respect when made or delivered;
- (e) Failure by the Bond Bank to comply with or perform any covenant or other provision of the Credit Facility Agreement and the Facility Note and continuance of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank; and
- (f) Failure of the Bond Bank to comply with or perform any covenant or provision of the Indenture, the Notes, the Agreements, or any agreement, document, or instrument executed pursuant thereto, which failure constitutes an "event of default" as defined in such document or agreement, or allows the holder or holders of such obligation, or any trustee for such holders, to pursue its remedies thereunder.

Remedies

If any event of default occurs and is continuing, then at the election of the Bank, (a) all credit obligations under the Credit Facility Agreement will become immediately due and payable, without demand, presentment, protest, or notice of any kind; (b) the Bank will have the right to terminate the Credit Facility Agreement upon seven (7) banking days' written notice to the Bond Bank and the Trustee, which termination will become effective on the date specified in the notice; (c) the Bank may pursue its rights with respect to the collateral pledged thereto under the Credit Facility Agreement; (d) all outstanding principal and interest on the Facility Note will become immediately due and payable; and (e) the Bank will have the rights and remedies

available to it under the Indenture, the Agreements, the Credit Facility Agreement and the Facility Note or otherwise available pursuant to law or equity.

Termination

The Bank will not exercise its rights to terminate the Credit Facility Agreement until an event of default specified thereunder has occurred and is continuing. The Bank agrees that in the event it determines to terminate the Credit Facility Agreement, the Bond Bank will be permitted to demand payment in the full amount available under the Credit Facility Agreement after receipt of notification of termination and prior to the termination date, which will be set forth in the notification and will not be less than seven (7) banking days after delivery of such notification to the Bond Bank and the Trustee.

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January 12, 2016

PRELIMINARY BLUE SKY MEMORANDUM

Indiana Bond Bank
Advance Funding Program Notes
Series 2016 A

J.P. Morgan Securities LLC
Chicago, Illinois

Ladies and Gentlemen:

This Preliminary Blue Sky Memorandum relates to the requirements of the securities or “Blue Sky” laws of the jurisdictions listed herein with respect to the offer and sale of the Notes described above (the “Notes”) to the public in the jurisdictions referred to herein by persons registered or licensed as brokers or dealers under the securities laws of such jurisdictions and to selected classes of persons in such jurisdictions by persons not registered therein as brokers or dealers.

This Preliminary Blue Sky Memorandum is based upon an examination of Section 18 of the Securities Act of 1933, as amended, statements contained in the Preliminary Official Statement, and the securities laws of the several jurisdictions and the rules and regulations, where published, of the authorities administering such laws, all as set forth in the Wolters Kluwer Blue Sky Law Reporter or upon informal interpretive advice or “no-action” letters obtained from certain securities commissions or their representatives relating to the Bonds or similar securities. Please note, however, that the securities laws of certain jurisdictions provide that the burden of claiming an exemption is upon the person claiming the exemption and that informal interpretive advice and “no-action” letters are not necessarily binding upon a court of law.

We are attorneys admitted to practice in Illinois and we have not obtained any legal opinions of counsel in any jurisdiction or any rulings from any jurisdiction’s securities commission, department or other administrative bodies or officials. Statements made or conclusions expressed in this Preliminary Blue Sky Memorandum are subject to change upon exercise of broad discretionary powers vested in administrative authorities authorizing them,

among other things, to withdraw exemptions, to impose additional requirements, to refuse registrations or to issue stop orders.

In view of the foregoing limitations, this Preliminary Blue Sky Memorandum is furnished only for your general information and is not to be relied upon as a legal opinion of counsel.

This Preliminary Blue Sky Memorandum does not purport to cover the requirements under any of the laws of the jurisdictions enumerated herein with respect to the registration or licensing of dealers, brokers, salesmen, the form or substance of advertising, the legality of investments in the Bonds by any institutional investor which is subject to statutory or other restrictions as to its investments or any resale of the Bonds by any person who may purchase them in the present offering.

Very truly yours,

Thomas N. Harding and Associates, Ltd.

SECTION I

SALES TO THE PUBLIC

A. Jurisdictions Where Action Is Not Required

It is believed that offers and sales of the Bonds may be made in any amount to anyone in the following jurisdictions without registration of the Bonds or any filing being made with the local securities law administrator. Such offers and sales may be made only by sellers who are registered or licensed appropriately as dealers, brokers, salespersons or sales agents within the applicable jurisdictions or who are properly exempted from such jurisdictions' sellers' registration or licensing requirements.

Alabama	Kentucky	Oklahoma
Alaska	Louisiana	Oregon
Arizona	Maine	Pennsylvania
Arkansas	Maryland	Puerto Rico
California	Massachusetts	Rhode Island
Colorado	Michigan	South Carolina
Connecticut	Minnesota	South Dakota
Delaware	Mississippi	Tennessee
District of Columbia	Missouri	Texas
Florida	Montana	Utah
Georgia	Nebraska	Vermont
Guam	New Hampshire	Virginia
Hawaii	New Jersey	Virgin Islands
Idaho	New Mexico	Washington
Illinois	New York	West Virginia
Indiana	North Carolina	Wisconsin
Iowa	North Dakota	Wyoming
Kansas	Ohio*	

*The Bonds are exempt from registration and notice filings in Ohio provided that at the time of first sale of the Bonds in Ohio there is no default in the payment of any of the interest or principal of the Bonds and there are no adjudications or pending suits adversely affecting their validity.

B. Jurisdiction in Which Sales to the Public May Not Be Made

In the following jurisdiction, it is believed that appropriate action is required by registration, the filing of notice or the payment of fees before the Notes may be offered or sold to anyone therein other than in exempt transactions. No such action is being taken in this jurisdiction, and, therefore, no offers or sales of the Notes may be made to anyone in this jurisdiction other than in exempt transactions:

Nevada

SECTION II

Sales to Specified Institutions and Dealers

It is assumed in this Section that the person who offers for sale or sells the Notes in the following jurisdictions is not registered or licensed as a dealer or broker therein. In the following jurisdictions, it is believed that no action need be taken to qualify the Notes and the seller need not be registered or licensed as a dealer or broker to offer for sale or sell the Notes to the persons and institutions described below, as well as to dealers or brokers registered or licensed in such jurisdictions, subject to the conditions, if any, set forth below:

Alabama:

Any bank, savings institution, credit union, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity.

Alaska:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Arizona:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity.

Arkansas:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

California:

Any bank, savings and loan association, trust company, insurance company, investment company registered under the Investment Company Act of 1940, pension or profit-sharing trust (other than a pension or profit-sharing trust of the issuer, self employed individual retirement plan or individual retirement account), or such other institutional investor or governmental agency or instrumentality as the Commissioner of Corporations may designate by rule, whether the purchaser is acting for itself or as trustee (the other institutional investors and governmental agencies or instrumentalities designated by the Commissioner by rule being any organization described in Section 501(c)(3) of the Internal Revenue Code, as amended December 29, 1981, which has total assets, including endowment, annuity and life income funds, of not less than \$5,000,000 according to its most recent audited financial statement, any corporation with a consolidated net worth of not less than \$14,000,000 according to its most recent audited financial statement, and any wholly-owned subsidiary of any such institutional investor, the federal government, any agency or instrumentality thereof, any corporation wholly-owned by the federal government, any state, city, city and county, or county, or any agency or instrumentality of a state, city, city and county, or county, or any state university or state college, and any retirement system for the benefit of employees of any of the foregoing public agencies); *provided*, that the purchaser represents that it is purchasing for its own account (or for such trust account) for investment and not with a view to or for sale in connection with any distribution of the security; provided further, as to all of the foregoing, that any seller not registered as a broker-dealer in California has no place of business in California and either effects transactions exclusively with a broker-dealer or is a broker-dealer registered under the Securities Exchange Act of 1934 who has not previously had any certificate denied or revoked under the California Corporate Securities Law of 1968 or any predecessor statute and does not direct offers to sell or buy into California other than to broker-dealers and the institutional investors or governmental agencies or instrumentalities listed above.

Colorado:

Any broker-dealers licensed or exempt from licensing under the Colorado Securities Act (except when the seller is acting as a clearing broker-dealer for such broker-dealers); financial or institutional investors (*“financial or institutional investor”* means any of the following: a depository institution (*“depository institution”* means any of the following: a person that is organized or chartered, or is doing business or holds an authorization certificate, under the laws of a state or of the United States which authorize the person to receive deposits, including deposits in savings, share, certificate, or other deposit accounts, and that is supervised and examined for the protection of depositors by an official or agency of a state or the United States; and a trust company or other institution that is authorized by federal or state law to exercise fiduciary powers of the type a national bank is permitted to exercise under the authority of the comptroller of the currency and is supervised and examined by an official or agency of a state or the United States. The term does not include an insurance company or other organization primarily engage in the insurance business.); an insurance company; a separate account of an insurance company; an investment company registered under the federal Investment Company Act of 1940; a business development company as defined in the federal Investment Company Act of 1940; any private business development company as defined in the federal Investment

Advisers Act of 1940; an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of five million dollars or its investment decisions are made by a named fiduciary, as defined in the federal Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the federal Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the federal Investment Advisers Act of 1940, a depository institution, or an insurance company; an entity, but not an individual, a substantial part of whose business activities consist of investing, purchasing, selling, or trading in securities of more than one issuer and not of its own issue and that has total assets in excess of five million dollars as of the end of its latest fiscal year; a small business investment company licensed by the federal small business administration under the federal Small Business Investment Act of 1958; and any other institutional buyer); *provided*, seller is registered as a broker-dealer under the federal Securities Exchange Act of 1934 and has no place of business in this state and the business transacted in this state as a broker-dealer is exclusively with the foregoing entities and institutions.

Connecticut:

Any bank and trust company, national banking association, savings bank, savings and loan association, federal savings and loan association, federal savings bank, credit union, federal credit union, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, as amended, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or as a trustee; *provided*, that any seller who is not registered as a broker-dealer in Connecticut has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Delaware:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

District of Columbia:

Any financial or institutional investor ("*financial or institutional investor*" means any of the following, whether acting for itself or others in a fiduciary capacity: a depository institution ("*depository institution*" means: a person that is organized, chartered, or holding an authorization certificate under the laws of a state or of the United States to receive deposits, including a savings, share, certificate or deposit account, and that is supervised and examined for the protection of depositors by an official or agency of a state or the United States; a trust company or other institution that is authorized by federal or state law to exercise fiduciary powers of the type a national bank is permitted to exercise under the authority of the Comptroller of the Currency and is supervised and examined by an official or agency of a state or the United

States; and “*depository institution*” does not include an insurance company or other organization primarily engaged in the insurance business, or a Morris Plan bank, industrial loan company, or a similar bank or company unless its deposits are insured by a federal agency); an insurance company; a separate account of an insurance company; an investment company registered under the Investment Company Act of 1940; a business development company as defined in the Investment Company Act of 1940; an employee pension, profit-sharing or benefit plan if the plan has total assets in excess of \$5 million, or if investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is either a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, a depository institution, or an insurance company; a “qualified institutional buyer” as defined in SEC Rule 144A); a broker-dealer; *provided*, that the seller has no place of business in the District of Columbia and effects transactions therein exclusively with the foregoing classes of purchasers.

Florida:

Any bank or trust company, savings institution, insurance company, investment company as defined by the Investment Company Act of 1940, or pension plan or profit-sharing trust, or qualified institutional buyer as defined in accordance with Securities and Exchange Commission Rule 144A (17 C.F.R. 230.144(A)(a)), whether any of such entities is acting in its individual or fiduciary capacity; *provided* that (1) the seller is registered as a dealer in Florida and (2) such offer or sale of securities is not for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of the Florida Securities and Investor Protection Act.

Georgia:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer in the state has no place of business there and effects transactions therein exclusively with an institutional investor.

“Institutional investor” means any of the following, whether acting for itself or for others in a fiduciary capacity: (A) A depository institution or international banking institution; (B) An insurance company; (C) A separate account of an insurance company; (D) An investment company as defined in the Investment Company Act of 1940, 15 U.S.C. Section 80a-1, et seq.; (E) A broker-dealer registered under the Securities Exchange Act of 1934, 15 U.S.C. Section 78a, et seq.; (F) An employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of \$10 million or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001, et seq., that is a broker-dealer registered under the Securities Exchange Act of 1934, 15 U.S.C. Section 78a, et seq., an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, 15 U.S.C. Section 80b-1, et seq., an investment adviser registered under the state’s uniform securities act, a depository institution, or an insurance company; (G) A plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees if the plan has total assets in excess of \$10 million or its investment decisions are made by a duly designated public

official or by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001, et seq., that is a broker-dealer registered under the Securities Exchange Act of 1934, 15 U.S.C. Section 78a, et seq., an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, 15 U.S.C. Section 80b-1, et seq., an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company; (H) A trust if it has total assets in excess of \$ 10 million, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clause (F) or (G) of this paragraph, regardless of the size of their assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans; (I) An organization that is not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$10 million, including an organization described in subsection 501(c)(3) of the Internal Revenue Code, 26 U.S.C. Section 501(c)(3), a corporation, a Massachusetts trust or similar business trust, a limited liability company, or a partnership; (J) A small business investment company licensed by the Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958, 15 U.S.C. Section 681(c), with total assets in excess of \$10 million; (K) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, 15 U.S.C. Section 80b-2(a)(22), with total assets in excess of \$10 million; (L) A federal covered investment adviser acting for its own account; (M) A qualified institutional buyer as defined in Rule 144A(a)(1), other than Rule 144A(a)(1)(H), 17 C.F.R. 230.144A, adopted under the Securities Act of 1933, 15 U.S.C. Section 77a, et seq.; (N) A major United States institutional investor as defined in Rule 15a-6(b)(4)(I), 17 C.F.R. 240.15a-6, adopted under the Securities Exchange Act of 1934, 15 U.S.C. Section 78a, et seq.; (O) Any other person, other than an individual, of institutional character with total assets in excess of \$10 million not organized for the specific purpose of evading the state's uniform securities act; or (P) Any other person specified by rule adopted or order issued under the state's uniform securities act.

“Depository institution” means: (i) A bank; or (ii) A savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by statute by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or a successor authorized by federal law. The term does not include: (i) An insurance company or other organization primarily engaged in the business of insurance; (ii) A Morris Plan bank; or (iii) An industrial loan company that is not an ‘insured depository institution’ as defined in subsection 3(c)(2) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1813(c)(2), or any successor federal statute.

“Bank” means: (A) A banking institution organized under the laws of the United States; (B) A member bank of the Federal Reserve System; (C) Any other banking institution, whether incorporated or not, doing business under the laws of a state or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the Comptroller of the Currency pursuant to Section 1 of P. L. 87-722, 12 U.S.C. Section 92a, and which is supervised and examined by a state or federal agency having supervision over banks and which is not operated for the purpose of evading the state's uniform securities act; or (D) A

receiver, conservator, or other liquidating agent of any institution or firm included in clause (A), (B), or (C) of this paragraph.

“Federal covered investment adviser” means a person registered under the Investment Advisers Act of 1940, 15 U.S.C. Section 80b-1, et seq.

“Insurance company” means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state.

Guam:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in Guam has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Hawaii:

See Idaho, below.

Idaho:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer in the state has no place of business there and effects transactions therein exclusively with an institutional investor.

“Institutional investor” means any of the following, whether acting for itself or for others in a fiduciary capacity: (a) a depository institution or international banking institution, (b) an insurance company, (c) a separate account of an insurance company, (d) an investment company as defined in the Investment Company Act of 1940, (e) a broker-dealer registered under the Securities Exchange Act of 1934, (f) an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of ten million dollars or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state’s uniform securities act, a depository institution, or an insurance company, (g) a plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees, if the plan has total assets in excess of ten million dollars or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state’s

uniform securities act, a depository institution, or an insurance company, (h) a trust, if it has total assets in excess of ten million dollars, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clause (f) or (g) of this paragraph, regardless of the size of their assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans, (i) an organization described in Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Section 501(c)(3)), a corporation, Massachusetts trust or similar business trust, a limited liability company, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of ten million dollars, (j) a small business investment company licensed by the Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958 (15 U.S.C. Section 681(c)) with total assets in excess of ten million dollars, (k) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-2(a)(22)) with total assets in excess of ten million dollars, (l) a federal covered investment adviser acting for its own account, (m) a “qualified institutional buyer” as defined in Rule 144A(a)(1), other than Rule 144A(a)(1)(i)(H), adopted under the Securities Act of 1933 (17 C.F.R. 230.144A), (n) a “major U.S. institutional investor” as defined in Rule 15a-6(b)(4)(i) adopted under the Securities Exchange Act of 1934 (17 C.F.R. 240.15a-6), (o) any other person, other than an individual, of institutional character with total assets in excess of ten million dollars not organized for the specific purpose of evading the state’s uniform securities act, or (p) any other person specified by rule adopted or order issued under the state’s uniform securities act.

“Depository institution” means: (a) a bank or (b) a savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by statute by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or a successor authorized by federal law. The term does not include: (i) an insurance company or other organization primarily engaged in the business of insurance, (ii) a Morris Plan bank, or (iii) an industrial loan company.

“Bank” means: (a) banking institution organized under the laws of the United States, (b) a member bank of the Federal Reserve System, (c) any other banking institution, whether incorporated or not, doing business under the laws of a state or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the Comptroller of the Currency pursuant to Section 1 of United States Public Law 87-722, 12 United States Code, Section 92a, and that is supervised and examined by a state or federal agency having supervision over banks and that is not operated for the purpose of evading the state’s uniform securities act, or (d) a receiver, conservator or other liquidating agent of any institution or firm described in the foregoing clauses (a), (b) or (c).

“Federal covered investment adviser” means a person registered under the Investment Advisers Act of 1940.

“Insurance company” means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state.

Illinois:

Any corporation, bank, savings bank, savings institution, savings and loan association, trust company, insurance company, building and loan association, pension fund or pension trust, employees’ profit-sharing trust, other financial institution (including, but not limited to, a manager of investment accounts on behalf of other than natural persons who, with affiliates, exercises sole investment discretion with respect to such accounts; *provided*, that such accounts exceed 10 in number and have a fair market value of not less than \$10,000,000 at the end of the calendar month preceding the offering of the securities) or institutional investor (including, but not limited to, any investment company, university, or other organization whose primary purpose is to invest its own assets or those held in trust by it for others; trust accounts and individual or group retirement accounts in which a bank, trust company, insurance company or savings and loan institution acts in a fiduciary capacity; and foundations and endowment funds exempt from taxation under the Internal Revenue Code, a principal business function of which is to invest funds to produce income in order to carry out the purpose of the foundation or fund), any government or political subdivision or instrumentality thereof, whether the purchaser is acting for itself or in some fiduciary capacity; or any partnership or other association engaged as a substantial part of its business or operations in purchasing or holding securities, or any trust in respect of which a bank or trust company is trustee or co-trustee; or any employee benefit plan within the meaning of Title I of the Federal ERISA Act if (i) the investment decision is made by a plan fiduciary as defined in Section 3(21) of the Federal ERISA Act and such plan fiduciary is either a bank, savings and loan association, insurance company, registered investment adviser or an investment adviser registered under the Federal 1940 Investment Advisers Act or (ii) the plan has total assets in excess of \$5,000,000 or (iii) in the case of a self-directed plan, investment decisions are made solely by persons that are described in this paragraph; *provided*, however, that any seller who is not registered as a dealer or broker-dealer in the state is not regularly engaged in the business of offering or selling securities in reliance upon the exemptions set forth in Sections 4.G or 4.M. (relating to limited offerings and preorganization subscriptions) of the Illinois Securities Act of 1953.

Indiana:

See Minnesota, below.

Iowa:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer in the state has no place of business there and effects transactions therein exclusively with an institutional investor.

“Institutional investor” means any of the following, whether acting for itself or for others in a fiduciary capacity: (a) a depository institution or international banking institution, (b) an

insurance company, (c) a separate account of an insurance company, (d) an investment company as defined in the Investment Company Act of 1940, (e) a broker-dealer registered under the Securities Exchange Act of 1934, (f) an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of five million dollars or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the Iowa Uniform Securities Act, a depository institution, or an insurance company, (g) a plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees, if the plan has total assets in excess of five million dollars or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the Iowa Uniform Securities Act, a depository institution, or an insurance company, (h) a trust, if it has total assets in excess of five million dollars, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clause (f) or (g) of this paragraph, regardless of the size of their assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans, (i) an organization described in Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Section 501(c)(3)), a corporation, Massachusetts trust or similar business trust, a limited liability company, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of five million dollars, (j) a small business investment company licensed by the Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958 (15 U.S.C. Section 681(c)) with total assets in excess of five million dollars, (k) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-2(a)(22)) with total assets in excess of five million dollars, (l) a federal covered investment adviser acting for its own account, (m) a “qualified institutional buyer” as defined in Rule 144A(a)(1), other than Rule 144A(a)(1)(i)(H), adopted under the Securities Act of 1933 (17 C.F.R. 230.144A), (n) a “major U.S. institutional investor” as defined in Rule 15a-6(b)(4)(i) adopted under the Securities Exchange Act of 1934 (17 C.F.R. 240.15a-6), (o) any other person, other than an individual, of institutional character with total assets in excess of five million dollars not organized for the specific purpose of evading the Iowa Uniform Securities Act, or (p) any other person specified by rule adopted or order issued under the Iowa Uniform Securities Act.

“Depository institution” means: (a) a bank or (b) a savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by statute by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or a successor authorized by federal law. The term does not include: (i) an insurance company or other organization primarily engaged in the business of insurance, (ii) a Morris Plan bank, or (iii) an industrial loan company.

“Bank” means: (a) banking institution organized under the laws of the United States, (b) a member bank of the Federal Reserve System, (c) any other banking institution, whether incorporated or not, doing business under the laws of a state or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the Comptroller of the Currency pursuant to Section 1 of United States Public Law 87-722, 12 United States Code, Section 92a, and that is supervised and examined by a state or federal agency having supervision over banks and that is not operated for the purpose of evading the Iowa Uniform Securities Act, or (d) a receiver, conservator or other liquidating agent of any institution or firm described in the foregoing clauses (a), (b) or (c).

“Federal covered investment adviser” means a person registered under the Investment Advisers Act of 1940.

“Insurance company” means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state.

Kansas:

See Idaho, above.

Kentucky:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Louisiana:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, as now or hereafter amended, real estate investment trust, small business investment corporation, pension or profit-sharing plan or trust, or other financial institution, whether the purchaser is acting for itself or in some fiduciary capacity.

Maine:

See Idaho above, except that in clauses (j) and (k) of the definition of “institutional investor” the amount of ten million dollars should be changed to read five million dollars.

Maryland:

Any investment company as defined in the Investment Company Act of 1940, a bank, trust company, savings and loan association or insurance company, whether acting for itself or as trustee, *provided*, that any seller who is not registered as a dealer or broker in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Massachusetts:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer ("*Institutional Buyer*" includes, but is not limited to, the following: (1) a Small Business Investment Company licensed by the U.S. Small Business Administration under the Small Business Investment Act of 1958, as amended; (2) a private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940, as amended; (3) a Business Development Company as defined in Section 2(a)(48) of the Investment Company Act of 1940, as amended; (4) an entity with total assets in excess of \$5 million and which is either: (a) a company (whether a corporation, a Massachusetts or similar business trust, a partnership, a limited liability company or a limited liability partnership) not formed for the specific purpose of acquiring the securities offered; a substantial part of whose business activities consists of investing, purchasing, selling or trading in securities issued by others and whose investment decisions made by persons who are reasonably believed by the seller to have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of investment; or (b) an organization described in Section 501(c)(3) of the Internal Revenue Code; and (5) a Qualified Institutional Buyer as defined in 17 CFR 230.144A(a)), whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Michigan:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer in the state has no place of business there and effects transactions therein exclusively with an institutional investor.

"Institutional investor" means any of the following, whether acting for itself or for others in a fiduciary capacity: (i) a depository institution or international banking institution, (ii) an insurance company, (iii) a separate account of an insurance company, (iv) an investment company as defined in the investment company act of 1940, (v) a broker-dealer registered under the securities exchange act of 1934, (vi) an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of \$2,500,000 or its investment decisions are made by a named fiduciary, as defined in the employee retirement income security act of 1974, that is a broker-dealer registered under the securities exchange act of 1934, an investment adviser registered or exempt from registration under the investment advisers act of 1940, an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company, (vii) a plan established and maintained by a state, a political subdivision of a state, or

an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees, if the plan has total assets in excess of \$2,500,000 or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the employee retirement income security act of 1974, that is a broker-dealer registered under the securities exchange act of 1934, an investment adviser registered or exempt from registration under the investment advisers act of 1940, an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company, (viii) a trust, if it has total assets in excess of \$2,500,000, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clauses (vi) or (vii), regardless of size of their assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans, (ix) an organization described in section 501(c)(3) of the internal revenue code, 26 USC 501, a corporation, Massachusetts or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$2,500,000, (x) a small business investment company licensed by the small business administration under section 301(c) of the small business investment act of 1958, 15 USC 681, with total assets in excess of \$2,500,000, (xi) a business development company as defined in section 202(a)(22) of the investment advisers act of 1940, 15 USC 80b-2, with total assets in excess of \$2,500,000, (xii) a federal covered investment adviser acting for its own account, (xiii) a "qualified institutional buyer" as defined in rule 144A(a)(1), other than rule 144A(a)(1)(i)(H), adopted under the securities act of 1933, 17 CFR 230.144A, (xiv) A "major U.S. institutional investor" as defined in rule 15a-6(b)(4)(i) adopted under the securities exchange act of 1934, 17 CFR 240.15a-6(b)(4)(i), (xv) any other person, other than an individual, of institutional character with total assets in excess of \$2,500,000 not organized for the specific purpose of evading the state's uniform securities act, and (xvi) any other person specified by rule or order under the state's uniform securities act.

"Depository institution" means a bank; or a savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by federal statute by the federal deposit insurance corporation, the national credit union share insurance fund, or a successor authorized by federal law; or a bank that does not receive deposits because of a limitation in its charter, articles of incorporation, or articles of association. The term does not include any of the following: (i) an insurance company or other organization primarily engaged in the business of insurance, (ii) a Morris Plan bank, or (iii) an industrial loan company that is not an insured depository institution, as that term is defined in section 3(c)(2) of the federal deposit insurance act, 12 USC 1813(c)(2).

"Bank" means any of the following: (i) a banking institution organized under the laws of the United States, (ii) a member bank of the federal reserve system, (iii) any other banking institution that meets all of the following: (A) it is doing business under the laws of a state or of the United States, (B) a substantial portion of its business consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the comptroller of the currency pursuant to 12 USC 92a, (C) it is supervised and examined by a state or federal agency having supervision over banks, and (D) it is not operated

for the purpose of evading the state's uniform securities act, (iv) a receiver, conservator, or other liquidating agent of any institution or firm included in clauses (i), (ii), or (iii).

"Federal covered investment adviser" means a person registered under the investment advisers act of 1940.

"Insurance company" means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state.

Minnesota:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer in the state has no place of business there and effects transactions therein exclusively with an institutional investor.

"Institutional investor" means any of the following, whether acting for itself or for others in a fiduciary capacity: (a) a depository institution or international banking institution, (b) an insurance company, (c) a separate account of an insurance company, (d) an investment company as defined in the Investment Company Act of 1940, (e) a broker-dealer registered under the Securities Exchange Act of 1934, (f) an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of ten million dollars or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company, (g) a plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees, if the plan has total assets in excess of ten million dollars or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company, (h) a trust, if it has total assets in excess of ten million dollars, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clause (f) or (g) of this paragraph, regardless of the size of their assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans, (i) an organization described in Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Section 501(c)(3)), a corporation, Massachusetts trust or similar business trust, a limited liability company, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of ten million dollars, (j) a small business investment company licensed by the Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958 (15 U.S.C. Section 681(c)) with total assets in excess of ten million dollars, (k) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-2(a)(22)) with total assets in excess of ten million dollars, (l) a federal

covered investment adviser acting for its own account, (m) a “qualified institutional buyer” as defined in Rule 144A(a)(1), other than Rule 144A(a)(1)(i)(H), adopted under the Securities Act of 1933 (17 C.F.R. 230.144A), (n) a “major U.S. institutional investor” as defined in Rule 15a-6(b)(4)(i) adopted under the Securities Exchange Act of 1934 (17 C.F.R. 240.15a-6), (o) any other person, other than an individual, of institutional character with total assets in excess of ten million dollars not organized for the specific purpose of evading the state’s uniform securities act, or (p) any other person specified by rule adopted or order issued under the state’s uniform securities act.

“Depository institution” means: (a) a bank or (b) a savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by statute by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or a successor authorized by federal law. The term does not include: (i) an insurance company or other organization primarily engaged in the business of insurance, (ii) a Morris Plan bank, or (iii) an industrial loan company that is not an “insured depository institution” as defined in section 3(c)(2) of the Federal Deposit Insurance Act, United States Code, title 12, section 1813(c)(2), or any successor federal statute.

“Bank” means: (a) banking institution organized under the laws of the United States, (b) a member bank of the Federal Reserve System, (c) a banking institution, whether incorporated or not, doing business under the laws of a state or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the Comptroller of the Currency pursuant to Section 1 of United States Public Law 87-722, 12 United States Code, Section 92a, and that is supervised and examined by a state or federal agency having supervision over banks and that is not operated for the purpose of the state’s uniform securities act, or (d) a receiver, conservator or other liquidating agent of any institution or firm described in the foregoing clauses (a), (b) or (c).

“Federal covered investment adviser” means a person registered under the Investment Advisers Act of 1940.

“Insurance company” means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state.

Mississippi:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer in the state has no place of business there and effects transactions therein exclusively with an institutional investor.

"Institutional investor" means any of the following, whether acting for itself or for others in a fiduciary capacity: (A) A depository institution or international banking institution; (B) An insurance company; (C) A separate account of an insurance company; (D) An investment

company as defined in the Investment Company Act of 1940; (E) A broker-dealer registered under the Securities Exchange Act of 1934; (F) An employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of ten million dollars or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company; (G) A plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees, if the plan has total assets in excess of ten million dollars or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company; (H) A trust, if it has total assets in excess of ten million dollars, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clause (F) or (G), regardless of the size of their assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans; (I) An organization described in Section 501(c)(3) of the Internal Revenue Code (26 USC Section 501(c)(3)), corporation, Massachusetts trust or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of ten million dollars; (J) A small business investment company licensed by the Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958 (15 USC Section 681(c)) with total assets in excess of ten million dollars; (K) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (15 USC Section 80b-2(a)(22)) with total assets in excess of ten million dollars; (L) A federal covered investment adviser acting for its own account; (M) A "qualified institutional buyer" as defined in Rule 144A(a)(1), other than Rule 144A(a)(1)(i)(H), adopted under the Securities Act of 1933 (17 CFR 230.144A); (N) A "major U.S. institutional investor" as defined in Rule 15a-6(b)(4)(i) adopted under the Securities Exchange Act of 1934 (17 CFR 240.15a-6); (O) Any other person, other than an individual, of institutional character with total assets in excess of ten million dollars not organized for the specific purpose of evading the state's uniform securities act; or (P) Any other person specified by rule adopted or order issued under the state's uniform securities act.

"Depository institution" means: (A) A bank; or (B) A savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by statute by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or a successor authorized by federal law. The term does not include: (i) An insurance company or other organization primarily engaged in the business of insurance; (ii) A Morris Plan bank; or (iii) An industrial loan company that is not an "insured depository institution" as defined in Section 3(c)(2) of the Federal Deposit Insurance Act, 12 USC 1813(c)(2), or any successor federal statute.

"Bank" means: (A) A banking institution organized under the laws of the United States; (B) A member bank of the Federal Reserve System; (C) Any other banking institution, whether incorporated or not, doing business under the laws of a state or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the Comptroller of the Currency pursuant to Section 1 of Public Law 87-722 (12 USC Section 92a), and which is supervised and examined by a state or federal agency having supervision over banks, and which is not operated for the purpose of evading the state's uniform securities act; and (D) A receiver, conservator, or other liquidating agent of any institution or firm included in clause (A), (B) or (C).

"Federal covered investment adviser" means a person registered under the Investment Advisers Act of 1940.

"Insurance company" means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state.

Missouri:

See Idaho, above.

Montana:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Nebraska:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity.

Nevada:

Any financial or institutional investor ("*financial or institutional investor*" means a depository institution (defined as any person (person is defined to include a government, government agency or political subdivision of a government) that is organized, chartered or holding an authorization certificate under the laws of a state or of the United States which authorizes the person to receive deposits, including a savings, share, certificate or deposit account, and that is

supervised and examined for the protection of depositors by an official or agency of a state or the United States or any trust company or other institution that is authorized by federal or state law to exercise fiduciary powers of the type a national bank is permitted to exercise under the authority of the Comptroller of the Currency and is supervised and examined by an official or agency of a state or the United States, provided the term "depository institution" does not include any insurance company or other organization primarily engaged in the insurance business, a Morris Plan bank, industrial loan company, or a similar bank or company unless its deposits are insured by a federal agency); insurance company; a separate account of an insurance company; an investment company as defined in the Investment Company Act of 1940; an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of \$5,000,000 or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is either a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser under the Investment Advisers Act of 1940, a depository institution, or an insurance company, and any other institutional buyer); *provided*, that the seller either is registered or is not required to be registered as a broker-dealer under the Securities Exchange Act of 1934 and has no place of business in Nevada and effects transactions therein exclusively with the foregoing classes of purchasers.

New Hampshire:

Any institutional investor; *provided*, that any seller who is not registered as a broker deal in New Hampshire has no place of business there and effects transaction therein exclusively with an institutional Investor:

"Institutional investor" means any of the following, whether acting for itself or for others in a fiduciary capacity: (A) a depository institution, trust company, or international banking institution; (B) an insurance company; (C) a separate account of an insurance company; (D) an investment company as defined in the Investment Company Act of 1940; (E) a broker-dealer registered under the Securities Exchange Act of 1934; (F) an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of \$10,000,000 or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the New Hampshire Uniform Securities Act, a depository institution, a trust company, or an insurance company; (G) a plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees, if the plan has total assets in excess of \$10,000,000 or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the New Hampshire Uniform Securities Act, a depository institution, a trust company, or an insurance company; (H) a trust, if it has total assets in excess of \$10,000,000, its trustee is a depository institution or trust company, and its participants are exclusively plans of the types identified in the foregoing clauses (F) or (G), regardless of the size of their assets, except a trust that includes as participants self-directed individual retirement

accounts or similar self-directed plans; (I) an organization described in 26 U.S.C. section 501(c)(3), corporation, Massachusetts trust or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$10,000,000; (J) a small business investment company licensed by the Small Business Administration under the Small Business Investment Act of 1958, 15 U.S.C. section 681(c) with total assets in excess of \$10,000,000; (K) a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940, 15 U.S.C. section 80b-2(a)(22), with total assets in excess of \$10,000,000; (L) a federal covered investment adviser acting for its own account; (M) a "qualified institutional buyer" as defined in Rule 144A(a)(1), other than Rule 144A(a)(1)(i)(H), adopted under the Securities Act of 1933, 17 C.F.R. 230.144A; (N) a "major U.S. institutional investor" as defined in Rule 15a-6(b)(4)(i) adopted under the Securities Exchange Act of 1934, 17 C.F.R. 240.15a-6; (O) any other person, other than an individual, of institutional character with total assets in excess of \$25,000,000 not organized for the specific purpose of evading the New Hampshire Uniform Securities Act; or (P) any other person specified by order issued under the New Hampshire Uniform Securities Act.

"Depository institution" means: (A) a bank; or (B) a savings institution, trust company, credit union or similar institution, whether incorporated or not, doing business under the laws of a state or of the United States, a substantial portion of the business of which consists of receiving deposits or share accounts insured to the maximum amount authorized by statute by the Federal Deposit Insurance Corporation, National Credit Union Share Insurance Fund or a successor authorized by federal law and which is supervised and examined by a state or federal agency having supervision over such institutions, and which is not operated for the purpose of evading the New Hampshire Uniform Securities Act. The term does not include: (i) an insurance company or other organization primarily engaged in the business of insurance; (ii) a Morris Plan bank; or (iii) an industrial loan company that is not an "insured depository institution" as defined in the Federal Deposit Insurance Act, 12 U.S.C. section 1813(c)(2), or any successor federal statute. (C) The inclusion of an institution in this definition shall not be construed as a grant of power or authority for such institution to engage in activities under the New Hampshire Uniform Securities Act that are not permitted under the laws governing such institution.

"Bank" means any of the following: (A) a banking institution organized under the laws of the United States; (B) a member bank of the Federal Reserve System; (C) a bank organized under the laws of the state of New Hampshire; (D) a trust company; (E) any other banking institution, whether incorporated or not, doing business under the laws of a State or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the Comptroller of the Currency pursuant to section 1 of Public Law 87-722 12 U.S.C. section 92a, and which is supervised and examined by a state or federal agency having supervision over banks, and which is not operated for the purpose of evading the New Hampshire Uniform Securities Act; and (F) a receiver, conservator, or other liquidating agent of any institution or firm included in the foregoing clauses (A), (B), (C), (D), or (E).

"Federal covered investment adviser" means a person registered under the Investment Advisers Act of 1940.

"Insurance company" means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state.

New Jersey:

Any bank, savings institution ("*savings institution*" means any savings and loan association or building and loan association operating pursuant to the Savings and Loan Act of New Jersey, and any federal savings and loan association and any association or credit union organized under the laws of the United States or of any state whose accounts are insured by a federal corporation or agency), trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a broker-dealer in New Jersey effects transactions exclusively with or through the foregoing classes of purchasers.

New Mexico:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer in the state has no place of business therein and effects transactions therein exclusively with an institutional investor.

"Institutional investor" means any of the following, whether acting for itself or for others in a fiduciary capacity: (i) a depository institution or international banking institution, (ii) an insurance company, (iii) a separate account of an insurance company, (iv) an investment company as defined in the investment company act of 1940, (v) a broker-dealer registered under the securities exchange act of 1934, (vi) an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of ten million dollars or its investment decisions are made by a named fiduciary, as defined in the employee retirement income security act of 1974, that is a broker-dealer registered under the securities exchange act of 1934, an investment adviser registered or exempt from registration under the investment advisers act of 1940, an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company, (vii) a plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees, if the plan has total assets in excess of ten million dollars or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the employee retirement income security act of 1974, that is a broker-dealer registered under the securities exchange act of 1934, an investment adviser registered or exempt from registration under the investment advisers act of 1940, an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company, (viii) a trust, if it has total assets in excess of ten million dollars, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clauses (vi) or (vii), regardless of size of their assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans, (ix) an organization described in section 501(c)(3) of the internal revenue code, 26 USC 501, a corporation, Massachusetts or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the

securities offered, with total assets in excess of ten million dollars, (x) a small business investment company licensed by the small business administration under section 301(c) of the small business investment act of 1958, 15 USC 681, with total assets in excess of ten million dollars, (xi) a private business development company as defined in section 202(a)(22) of the investment advisers act of 1940, 15 USC 80b-2(a)(22), with total assets in excess of ten million dollars, (xii) a federal covered investment adviser acting for its own account, (xiii) a "qualified institutional buyer" as defined in rule 144A(a)(1), other than rule 144A(a)(1)(i)(H), adopted under the securities act of 1933, 17 CFR 230.144A, (xiv) A "major U.S. institutional investor" as defined in rule 15a-6(b)(4)(i) adopted under the securities exchange act of 1934, 17 CFR 240.15a-6(b)(4)(i), (xv) any other person, other than an individual, of institutional character with total assets in excess of ten million dollars not organized for the specific purpose of evading the state's uniform securities act, and (xvi) any other person specified by rule or order under the state's uniform securities act.

"Depository institution" means a bank; or a savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by federal statute by the federal deposit insurance corporation, the national credit union share insurance fund, or a successor authorized by federal law; or a receiver, conservator or other liquidating agent or such institutions or entities. "Depository institution" does not include: (i) an insurance company or other organization primarily engaged in the business of insurance, (ii) a Morris Plan bank, or (iii) an industrial loan company that is not an "insured depository institution" as defined in section 3(c)(2) of the federal deposit insurance act, 12 USC 1813(c)(2), or any successor federal statute.

"Bank" means: (i) a banking institution organized pursuant to the laws of the United States, (ii) a member bank of the federal reserve system, (iii) any other banking institution, whether incorporated or not, doing business under the laws of a state or of the United States, a substantial portion of its business consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks pursuant to the authority of the comptroller of the currency pursuant to Section 1 of Public Law 87-722 (12 USC 92a) and that is supervised and examined by a state or federal agency having supervision over banks, and that is not operated for the purpose of evading the state's uniform securities act, and (iv) a receiver, conservator, or other liquidating agent of any institution or firm included in clauses (i), (ii), or (iii).

"Federal covered investment adviser" means a person registered under the federal investment advisers act of 1940.

"Insurance company" means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and that is subject to supervision by the insurance commissioner or a similar official or agency of a state.

New York:

Any bank (“*bank*” means a state or national bank, trust company or savings institution incorporated under the laws and subject to the examination, supervision and control of any state or of the United States or of any insular possession thereof), syndicate, corporation or group formed for the specific purpose of acquiring such securities for resale to the public directly or through other syndicates or groups, or any person purchasing such securities on the floor of any securities exchange registered as a national securities exchange under the Securities Exchange Act of 1934.

North Carolina:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

North Dakota:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer in the state has no place of business there and effects transactions therein exclusively with an institutional investor.

"Institutional investor" means any of the following, whether acting for itself or for others in a fiduciary capacity: a. A depository institution or international banking institution; b. An insurance company; c. A separate account of an insurance company; d. An investment company as defined in the Investment Company Act of 1940; e. A broker-dealer under the Securities Exchange Act of 1934; f. An employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of ten million dollars or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state's securities act, a depository institution, or an insurance company; g. A plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees, if the plan has total assets in excess of ten million dollars or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state's securities act, a depository institution, or an insurance company; h. A trust, if it has total assets in excess of ten million dollars, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clause f. or g., regardless of the size of their assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans; i. An organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts trust or similar business trust, limited liability company, or partnership, not

formed for specific purpose of acquiring the securities offered, with total assets in excess of ten million dollars; j. A small business investment company licensed by the small business administration under section 301(c) of the Small Business Investment Act of 1958 with total assets in excess of ten million dollars; k. A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940 with total assets in excess of ten million dollars; l. A federal covered investment adviser acting for its own account; m. A qualified institutional buyer as defined in rule 144A(a)(1), other than rule 144(a)(1)(i)(H), adopted under the Securities Act of 1933; n. A major United States institutional investor as defined in rule 15a-6(b)(4)(i) adopted under the Securities Exchange Act of 1934; or o. Any other person, other than an individual, of institutional character with total assets in excess of ten million dollars not organized for the specific purpose of evading the state's securities act.

"Depository institution" means: a. A bank; or b. A savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by statute by the federal deposit insurance corporation, the national credit union shares insurance fund, or a successor authorized by federal law. The term does not include: (1) An insurance company or other organization primarily engaged in the business of insurance; (2) A Morris plan bank; or (3) An industrial loan company.

"Bank" means: a. A bank institution organized under the laws of the United States; b. A member bank of the federal reserve system; c. Any other banking institution, whether or not incorporated, doing business under the laws of a state or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the comptroller of the currency pursuant to section 1 of Public Law 87-722, and which is supervised and examined by a state or federal agency having supervision over banks, and which is not operated for the purpose of evading the state's securities act; and d. A receiver, conservator, or other liquidating agent of any institution or firm included in clause a., b., or c.

"Federal covered adviser" means a person who is registered under Section 203 of the Investment Advisers Act of 1940.

Ohio:

An unlicensed Ohio dealer may sell to any licensed Ohio dealer. In addition, a licensed Ohio dealer may sell to the issuer, a dealer or an institutional investor. "*Institutional investor*" means any corporation, bank (defined to include any bank, trust company, savings and loan association, savings bank or credit union that is organized under the laws of the United States or any state and that is subject to regulation or supervision by the United States or that state), insurance company, pension fund or pension fund trust, employees' profit sharing fund or employees' profit sharing trust, any association engaged, as a substantial part of its business or operations, in purchasing or holding securities, or any trust in respect of which a bank is trustee or co-trustee. "*Institutional investor*" does not include any business entity formed for the primary purpose of evading Sections 1707.01 to 1707.45 of the Ohio Revised Code.

Oklahoma:

See Idaho, above.

Oregon:

Any bank, savings institution, trust company, insurance company, investment company, pension or profit-sharing trust, or other financial institution or institutional buyer (including, but not limited to, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the United States Department of Veterans Affairs and the Government National Mortgage Association), or to a mortgage broker or a mortgage banker, whether the purchaser is acting for itself or in a fiduciary capacity when the purchaser has discretionary authority to make investment decisions, *provided* that the transaction is not part of an attempt to evade fraudulently any provision of the Oregon Securities Law and *provided further* any seller who is not registered as a broker-dealer in Oregon effects transactions exclusively with or through registered or licensed dealers or brokers or with the foregoing and has no place of business in Oregon.

Pennsylvania:

Any institutional investor (*“institutional investor”* means any bank, insurance company, pension or profit-sharing plan or trust (except a municipal pension plan or system), investment company as defined in the Investment Company Act of 1940, or any person, other than an individual, which controls any of the foregoing, the Federal government, state, or any agency or political subdivision thereof, except Pennsylvania public school districts, or any person so designated by regulation of the Pennsylvania Securities Commission, whether the buyer is acting for itself or in some fiduciary capacity). *“Municipal pension plan or system”* means a pension plan or system provided by a municipality as those terms are defined in section 102 of the Pennsylvania Municipal Pension Plan Funding Standard and Recover[y] Act. The other institutional investors designated by regulation of such commission are (1) any corporation or business trust or wholly-owned subsidiary of such person (a) which has a tangible net worth, which shall include net worth less the amount of all items of goodwill, pre-operating, deferred and development expenses, patents, trademarks, licenses or other similar accounts, on a consolidated basis of not less than \$10,000,000, as reflected on its most recent audited financial statements (*“most recent”* audited financial statements meaning audited financial statements dated not more than 16 months prior to the date of the transaction in which such person proposes to purchase securities), and (b) which has been in existence for 18 months; (2) any college, university or other public or private institution which has received exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954 and which has total endowment or trust funds, including annuity and life income funds, of not less than \$5,000,000 according to its most recently audited financial statements; *provided*, that the aggregate dollar amount of the securities being sold to such person shall not exceed 5% of such endowment or trust funds; (3) a wholly-owned subsidiary of any bank (*“bank”* means a bank, savings bank, savings institution, savings and loan association, thrift institution, trust company or similar organization which is organized or chartered under the laws of a state or of the United States, is authorized to and receives deposits and is supervised and

examined by an official or agency of a state or by the United States if its deposits are insured by the Federal Deposit Insurance Corporation or a successor authorized by Federal law; “*bank*” does not include a holding company for a bank or a bank-in-organization); (4) a person, except an individual or an entity whose security holders consist entirely of one individual or group of individuals who are related, which is organized primarily for the purpose of purchasing, in nonpublic offerings, securities of corporations or issuers engaged in research and development activities in conjunction with a corporation and which complies with certain conditions; (5) a Small Business Investment Company as defined in Section 103 of the Small Business Investment Act of 1958 which meets certain conditions; (6) a Seed Capital Fund, as defined in Section 2 and authorized in Section 6 of the Small Business Incubators Act; (7) a Business Development Credit Corporation, as authorized by the Business Development Credit Corporation Law; (8) a person whose security holders consist solely of institutional investors or broker-dealers; (9) a person as to which the issuer reasonably believed qualified as an institutional investor at the time of the offer or sale of the securities on the basis of written representations made by the purchaser to the issuer; and (10) a qualified institutional buyer as that term is defined in Rule 144A under the Securities Act of 1933, or any successor rule thereto; *provided*, that any seller who is not registered as a broker-dealer in Pennsylvania has no place of business there, and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Puerto Rico:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Companies Act of Puerto Rico, pension or profit-sharing trust with assets of at least \$1,000,000, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a broker-dealer in Puerto Rico has no place of business there and effects transactions exclusively with or through the foregoing classes of purchasers.

Rhode Island:

Any registered or exempt broker-dealer or financial or institutional investor (“*financial or institutional investor*” means any of the following, whether acting for itself or another in a fiduciary capacity: a depository institution (“*depository institution*” means: a person which is organized, chartered, or holding an authorization certificate under the laws of a state or of the United States which authorizes the person to receive deposits, including a savings, share, certificate or deposit account, and which is supervised and examined for the protection of depositors by an official or agency of a state or the United States; a trust company or other institution that is authorized by federal or state law to exercise fiduciary powers of the type a national bank is permitted to exercise under the authority of the comptroller of the currency and is supervised and examined by an official or agency of a state or the United States; and “*depository institution*” does not include an insurance company or other organization primarily engaged in the insurance business, or a Morris plan bank, industrial loan company, or a similar bank or company unless its deposits are insured by a federal agency); an insurance company; a separate account of an insurance company; an investment company as defined in the Investment Company Act of 1940; an employee pension, profit sharing or benefit plan if the plan has total assets in excess of five million dollars (\$5,000,000), or if investment decisions are made by a

plan fiduciary, as defined in the Employee Retirement Income Security Act of 1974, which is either a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, a depository institution, or an insurance company; and any other institutional buyer); *provided*, that the seller either is registered or is not required to be registered as a broker-dealer under the Securities Exchange Act of 1934 and has no place of business in Rhode Island and effects transactions therein exclusively with the foregoing classes of purchasers.

South Carolina:

See Idaho, above.

South Dakota:

See Idaho, above.

Tennessee:

Any institutional investor ("*institutional investor*" means any bank, unless the bank is acting as a broker-dealer, as such term is defined in the Tennessee Securities Act of 1980, trust company, insurance company, investment company registered under the Investment Company Act of 1940, as amended, a holding company which controls any of the foregoing, a trust or fund over which any of the foregoing has or shares investment discretion, a pension or profit-sharing plan, an institutional buyer (as the commissioner may define by rule) or any other person engaged as a substantial part of its business in investing in securities, unless such other person is within the definition of a broker-dealer, in each case having a net worth in excess of \$1,000,000); *provided*, that any seller who is not registered as a broker-dealer in Tennessee has no place of business there, is registered as a broker-dealer with the Securities and Exchange Commission or the Financial Industry Regulatory Authority, and effects transactions in Tennessee exclusively with or through the foregoing classes of purchasers.

Texas:

Any registered dealer actually engaged in buying and selling securities; any bank, trust company, building and loan association, insurance company, surety or guaranty company, savings institution (including any federally chartered credit union, savings and loan association or federal savings bank, and any credit union or savings and loan association chartered under the laws of any state of the United States); investment company as defined in the Investment Company Act of 1940; small business investment company as defined in the Small Business Investment Act of 1958, as amended; any qualified institutional buyer under SEC Rule 144A; or any corporation, partnership, trust, estate, or other entity (excluding individuals) having net worth of not less than \$5 million or a wholly-owned subsidiary of such entity, as long as the entity was not formed for the purpose of acquiring the Notes (for purposes of determining a purchaser's total assets or net worth, the seller may rely upon the entity's most recent annual balance sheet or other financial statement which shall have been audited by an independent accountant or which shall have been verified by a principal of the purchaser); *provided*, that such financial institutions or other

institutional investors are acting for their own account or as a bona fide trustee of a trust organized and existing other than for the purpose of acquiring the Notes.

Utah:

Any depository institution (as defined in Section 7-1-103, Utah Code), trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Vermont:

See Idaho, above.

Virginia:

Any corporation, investment company, or pension or profit-sharing trust.

Virgin Islands:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer in the Virgin Islands has no place of business there and effects transactions therein exclusively with an institutional investor.

“Institutional investor” means any of the following, whether acting for itself or for others in a fiduciary capacity: (a) a depository institution or international banking institution; (b) an insurance company; (c) a separate account of an insurance company; (d) an investment company as defined in the Investment Company Act of 1940; (e) a broker-dealer registered under the Securities Exchange Act of 1934; (f) an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of ten million dollars or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the Virgin Islands Uniform Securities Act, a depository institution, or an insurance company; (g) a plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its employees, if the plan has total assets in excess of ten million dollars or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the Virgin Islands Uniform Securities Act, a depository institution, or an insurance company; (h) a trust, if it has total assets in excess of ten million dollars, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clause (f) or (g) of this paragraph,

regardless of size of assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans; (i) an organization described in Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Section 501(c)(3)), a corporation, Massachusetts trust and or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of ten million dollars; (j) a small business investment company licensed by the Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958 (15 U.S.C. Section 681(c)) with total assets in excess of ten million dollars; (k) a private business development company as defined in Section 612(a)(22) of the Investment Advisers Act of 1940 (15 U.S.C. §80b-2(a)(22)) with total assets in excess of ten million dollars; (l) a federal covered investment adviser acting for its own account; (m) a “qualified institutional buyer” as defined in Rule 144A(a)(1), other than Rule 144A(a)(1)(H), adopted under the Securities Act of 1933; (n) a “major U.S. institutional investor” as defined in Rule 15a-6(b)(4)(i) adopted under the Securities Exchange Act of 1934; (o) any other person other than an individual of institutional character with total assets in excess of ten million dollars not organized for the specific purpose of evading the Virgin Islands Uniform Securities Act; or (p) any other person specified by rule or order under the Virgin Islands Uniform Securities Act.

“Depository institution” means: (a) a bank or (b) a savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by statute by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or a successor authorized by federal law. The term does not include: (i) an insurance company or other organization primarily engaged in the business of insurance; (ii) a Morris Plan bank; or (iii) an industrial loan company.

“Bank” means: (a) a banking institution organized under the laws of the United States, (b) a member bank of the Federal Reserve System, (c) any other banking institution whether incorporated or not, doing business under the laws of a state or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the Comptroller of the Currency pursuant to Section 1 of Public Law 87-722 (12 U.S.C. Section 92a), and that is supervised and examined by a state or federal agency having supervision over banks, and that is not operated for the purpose of evading the Virgin Islands Uniform Securities Act, and (d) a receiver, conservator, or other liquidating agent of any institution or firm included in the foregoing clauses (a), (b), or (c).

“Federal covered investment adviser” means a person registered under the Investment Advisers Act of 1940.

“Insurance company” means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state.

Washington:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers. (The Administrator has interpreted the term “*institutional buyer*” to mean: (1) a corporation, business trust, or a partnership or wholly owned subsidiary of such an entity, which has been operating for at least 12 months and which has a net worth on a consolidated basis of at least \$10,000,000 as determined by the entity’s most recent audited financial statements, such statements to be dated within 16 months of the transaction made in reliance upon this exemption; (2) any entity which has been granted exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 and which has a total endowment or trust funds of \$5,000,000 or more according to its most recent audited financial statements, such statements to be dated within 16 months of the transaction made in reliance upon this exemption; or (3) any wholly owned subsidiary of a bank, savings, institution, insurance company or investment company as defined in the Investment Company Act of 1940. The Administrator has further found that the term “*institutional buyer*” does not include a natural person, individual retirement account (IRA), Keogh account or other self-directed pension plan.)

West Virginia:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

Wisconsin:

Any institutional investor; *provided*, that any seller who is not registered as a broker-dealer effects transactions therein exclusively with an institutional investor.

“*Institutional investor*” means any of the following, whether acting for itself or for others in a fiduciary capacity: (a) a depository institution or international banking institution, (b) an insurance company, (c) a separate account of an insurance company, (d) an investment company as defined in the Investment Company Act of 1940, (e) a broker-dealer registered under the Securities Exchange Act of 1934, (f) an employee pension, profit-sharing, or benefit plan if the plan has total assets in excess of \$10,000,000 or its investment decisions are made by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state’s uniform securities act, a depository institution, or an insurance company, (g) a plan established and maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state for the benefit of its

employees, if the plan has total assets in excess of \$10,000,000 or its investment decisions are made by a duly designated public official or by a named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, that is a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, an investment adviser registered under the state's uniform securities act, a depository institution, or an insurance company, (h) a trust, if it has total assets in excess of \$10,000,000, its trustee is a depository institution, and its participants are exclusively plans of the types identified in clause (f) or (g), regardless of the size of their assets, except a trust that includes as participants self-directed individual retirement accounts or similar self-directed plans, (i) an organization described in section 501 (c) (3) of the Internal Revenue Code (26 USC 501 (c) (3)), corporation, Massachusetts trust or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$10,000,000, (j) a small business investment company licensed by the Small Business Administration under section 301 (c) of the Small Business Investment Act of 1958 (15 USC 681 (c)) with total assets in excess of \$10,000,000, (k) a private business development company as defined in section 202 (a) (22) of the Investment Advisers Act of 1940 (15 USC 80b-2 (a) (22)) with total assets in excess of \$10,000,000, (l) a federal covered investment adviser acting for its own account, (m) a qualified institutional buyer, as defined in Rule 144A (a) (1), other than Rule 144A (a) (1) (i) (H), adopted under the Securities Act of 1933 (17 CFR 230.144A), (n) a major U.S. institutional investor, as defined in Rule 15a-6 (b) (4) (i) adopted under the Securities Exchange Act of 1934 (17 CFR 240.15a-6), (o) any other person, other than an individual, of institutional character with total assets in excess of \$10,000,000 not organized for the specific purpose of evading the state's uniform securities act, or (p) any other person specified by rule adopted or order issued under the state's uniform securities act.

“Depository institution” means any of the following: (a) a bank or (b) a savings institution, trust company, credit union, or similar institution that is organized or chartered under the laws of a state or of the United States, authorized to receive deposits, and supervised and examined by an official or agency of a state or the United States if its deposits or share accounts are insured to the maximum amount authorized by statute by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or a successor authorized by federal law. The term does not include any of the following: (i) an insurance company or other organization primarily engaged in the business of insurance, (ii) a Morris Plan bank or (iii) an industrial loan company.

“Bank” means any of the following: (a) a banking institution organized under the laws of the United States, (b) a member bank of the Federal Reserve System, (c) any other banking institution, whether incorporated or not, doing business under the laws of a state or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to be exercised by national banks under the authority of the Comptroller of the Currency pursuant to section 1 of Public Law 87-722 (12 USC 92a), and which is supervised and examined by a state or federal agency having supervision over banks, and which is not operated for the purpose of evading the state's uniform securities act or (d) a receiver, conservator, or other liquidating agent of any institution or firm included described in the foregoing clauses (a), (b), or (c).

“Federal covered investment adviser” means a person registered under the Investment Advisers Act of 1940.

“Insurance company” means a company organized as an insurance company whose primary business is writing insurance or reinsuring risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state.

Wyoming:

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, or other financial institution or institutional buyer, whether the purchaser is acting for itself or in some fiduciary capacity; *provided*, that any seller who is not registered as a dealer or broker-dealer in the state has no place of business there and effects transactions therein exclusively with or through the foregoing classes of purchasers.

THOMAS N. HARDING AND ASSOCIATES, LTD.

ATTORNEYS AT LAW

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January 28, 2016

FINAL BLUE SKY MEMORANDUM

Indiana Bond Bank
Advance Funding Program Notes
Series 2016 A

J.P. Morgan Securities LLC
Chicago, Illinois

Ladies and Gentlemen:

We hereby confirm as of the date hereof the views expressed in our Preliminary Blue Sky Memorandum dated January 12, 2016 with respect to the Notes described above.

Very truly yours,

Thomas N. Harding and Associates, Ltd.

NOTE INDENTURE

Between the

INDIANA BOND BANK

And

**THE HUNTINGTON NATIONAL BANK
as Trustee**

Authorizing and Securing

\$73,420,000

**INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A**

Dated as of January 1, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Definitions; Liability on Notes	5
SECTION 1.1. Definitions	5
SECTION 1.2. Liability on Notes	11
ARTICLE II General Terms and Provisions of Notes	12
SECTION 2.1. Authorization of Notes; Form of Notes	12
SECTION 2.2. Terms of Notes	12
SECTION 2.3. Execution of Notes	13
SECTION 2.4. Authentication of Notes	13
SECTION 2.5. Mutilated, Lost, Stolen or Destroyed Notes	13
SECTION 2.6. Registration of Notes	14
SECTION 2.7. Persons Treated as Owners	14
SECTION 2.8. Exchange and Transfer of Notes	14
SECTION 2.9. Cancellation and Destruction of Surrendered Notes	15
SECTION 2.10. Book Entry	15
SECTION 2.11. Temporary Notes	17
ARTICLE III Issuance of the Notes	18
ARTICLE IV Funds and Accounts; Receipt, Investment and Disbursement	21
SECTION 4.1. Funds and Accounts as Security for Notes	21
SECTION 4.2. Establishment of Funds and Accounts	21
SECTION 4.3. Distribution of Note Proceeds to Funds and Accounts	21
SECTION 4.4. Distribution of Revenues to Funds and Accounts	21
SECTION 4.5. Disbursements from the Costs of Issuance Fund	22
SECTION 4.6. Disbursements from the General Fund	22
SECTION 4.7. Disbursements from the Warrant Purchase Fund	23
SECTION 4.8. Operation of the Rebate Fund	24
SECTION 4.9. Investment of Funds	25
SECTION 4.10. Moneys to be Held in Trust	26
SECTION 4.11. Amounts Remaining in Funds or Accounts	27
SECTION 4.12. Certain Verifications	27
ARTICLE V General Covenants and Provisions	28
SECTION 5.1. Payment of Principal and Interest	28
SECTION 5.2. Performance of Covenants	28
SECTION 5.3. Further Assurance	28
SECTION 5.4. No Extension of Time of Payment of Interest	28
SECTION 5.5. Inspection of Records	28
SECTION 5.6. List of Noteholders	29
SECTION 5.7. Amendments to Warrant Purchase Agreements	29
SECTION 5.8. Assignment of Warrants and Warrant Purchase Agreements	29
SECTION 5.9. Rights Under Warrant Purchase Agreements	29

SECTION 5.10. Assignment and Pledge of Revenues.....	29
SECTION 5.11. Bond Bank’s Obligation Limited.....	30
SECTION 5.12. Covenants Concerning Program.....	30
SECTION 5.13. Bond Bank Covenants with Respect to Warrants.....	31
SECTION 5.14. Recording and Filing.....	31
SECTION 5.15. Accounts and Reports.....	31
SECTION 5.16. Annual Budget.....	32
SECTION 5.17. Monitoring Investments.....	32
SECTION 5.18. Cash Flow Certificates.....	32
SECTION 5.19. Preservation of Tax Exemption.....	33
SECTION 5.20. Covenants Relating to the Credit Facility Agreement.....	34
SECTION 5.21. Qualified Entities' Commitment to Continuing Disclosure.....	34
SECTION 5.22. Bond Bank’s Commitment to Continuing Disclosure.....	34
ARTICLE VI Defaults and Remedies.....	35
SECTION 6.1. Defaults; Events of Default.....	35
SECTION 6.2. Rights and Remedies.....	36
SECTION 6.3. Right of Noteholders to Direct Proceedings.....	37
SECTION 6.4. Remedies Vested in Trustee.....	38
SECTION 6.5. Termination of Proceedings.....	38
SECTION 6.6. Waivers of Events of Default.....	38
SECTION 6.7. Notice of Defaults.....	38
ARTICLE VII The Trustee.....	40
SECTION 7.1. Acceptance of the Trusts.....	40
SECTION 7.2. Fees, Charges and Expenses of the Trustee.....	43
SECTION 7.3. Notice to Noteholders if an Event of Default Occurs.....	43
SECTION 7.4. Intervention by Trustee.....	43
SECTION 7.5. Successor Trustee.....	44
SECTION 7.6. Resignation by Trustee.....	44
SECTION 7.7. Removal of Trustee.....	44
SECTION 7.8. Appointment of Successor Trustee by the Noteholders; Temporary Trustee.....	45
SECTION 7.9. Concerning Any Successor Trustees.....	45
SECTION 7.10. Co-trustees.....	46
SECTION 7.11. Trustee Protected in Relying Upon Resolutions, Etc.....	46
SECTION 7.12. Successor Trustee as Trustee of Funds, Paying Agent and Note Registrar.....	46
SECTION 7.13. Program Reports.....	46
SECTION 7.14. Notice to S&P.....	46
ARTICLE VIII Supplemental Indentures.....	47
SECTION 8.1. Supplemental Indentures Not Requiring Consent of Noteholders.....	47
SECTION 8.2. Supplemental Indentures Requiring Consent of Noteholders.....	47

ARTICLE IX Defeasance.....	49
ARTICLE X Credit Facility	51
SECTION 10.1. Credit Facility	51
SECTION 10.2. Transfer and Assignment of Notes	51
SECTION 10.3. Repayment of Unused Amounts	51
ARTICLE XI Miscellaneous	52
SECTION 11.1. Nonpresentment of Notes	52
SECTION 11.2. Unclaimed Moneys	52
SECTION 11.3. Consents, etc., of Noteholders	52
SECTION 11.4. Limitation of Rights.....	53
SECTION 11.5. Severability	53
SECTION 11.6. Notice to Parties.....	53
SECTION 11.7. Notice to Noteholders	53
SECTION 11.8. Trustee as Note Registrar and Paying Agent.....	54
SECTION 11.9. Payments Due on Saturdays, Sundays and Holidays.....	54
SECTION 11.10. Counterparts.....	54
SECTION 11.11. Governing Law	54
APPENDIX A - FORM OF REGISTERED NOTE.....	A-1
APPENDIX B - DESCRIPTION OF QUALIFIED ENTITIES AND WARRANTS ACQUIRED BY THE BOND BANK.....	B-1
APPENDIX C - FORM OF WARRANT PURCHASE AGREEMENT	C-1

NOTE INDENTURE

This NOTE INDENTURE has been executed as of the 1st day of January, 2016 (this "Indenture"), by the INDIANA BOND BANK (the "Bond Bank"), a public body corporate and politic of the State of Indiana (the "State") created and existing under the authority of and pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), and THE HUNTINGTON NATIONAL BANK, a national banking association duly organized, existing and authorized to accept and execute trusts of the character set forth hereunder and by virtue of the laws of the United States and with a designated corporate trust operations office located in Indianapolis, Indiana, as trustee (the "Trustee");

RECITALS AND GRANTING CLAUSES

1. For definitions of certain terms used in this Indenture, reference is made to Article I hereof.

2. The Bond Bank is a duly organized and validly existing public body corporate and politic, not an agency but an instrumentality of the State established for the public purposes and having the powers set forth under the Act. The Act provides that the Bond Bank is authorized to issue bonds or notes which are payable out of revenues or funds of the Bond Bank, subject to agreements pledging a particular revenue or fund. Under the Act, the Bond Bank may issue its bonds or notes to finance, among other things, its acquisition of "securities," as defined in the Act, issued by "qualified entities," as defined in the Act, located within the limits of the State for facilities and/or services necessary for their functioning.

3. The Bond Bank has previously established and implemented a program (the "Program"), under which the Bond Bank provides funds for the purchase of temporary loan tax anticipation warrants (the "Warrants") issued by certain qualified entities, including, without limitation, school corporations, cities, townships, towns, counties, library corporations and special taxing districts (the "Qualified Entities") located throughout the State, with such Warrants in each case issued in anticipation of the receipt of ad valorem taxes levied and in the course of collection (and, which Warrants, in the case of: (a) school corporations, may be also issued in anticipation of the receipt of State tuition support distributions in the course of collection; or (b) townships, may be also issued in anticipation of other revenues to be collected in the remainder of the calendar year of the issuance of such Warrants), thereby alleviating cash flow difficulties through the financing of cash flow deficits of such Qualified Entities and benefiting and promoting the public welfare of the Qualified Entities and the State.

4. The Bond Bank has determined that it would be beneficial to certain Qualified Entities to further the Program by providing funds or arranging to provide funds for the purchase of the Warrants issued by the Qualified Entities in anticipation of the receipt of ad valorem taxes levied in the year 2015 and in the course of collection, thereby alleviating cash flow difficulties through the financing of cash flow deficits of the Qualified Entities and benefiting and promoting the public welfare of the Qualified Entities and the State.

5. In order to fix the terms and conditions for the purchase of Warrants, the Bond Bank and each participating Qualified Entity have determined to enter into a Warrant Purchase Agreement.

6. The Bond Bank has now determined to issue its Advance Funding Program Notes, Series 2016 A (the "Notes"), under the Program and pursuant to the Act and this Indenture, in the aggregate principal amount of \$73,420,000.

7. JPMorgan Chase Bank, National Association, a banking corporation duly organized and validly existing under the laws of the United States of America (the "Bank"), has agreed pursuant to a Credit Facility and Reimbursement Agreement, dated as of January 1, 2016 (the "Credit Facility Agreement"), between the Bond Bank and the Bank, to make available a credit facility in support of a portion of the payment obligations of the Bond Bank under the Notes which shall be assigned to the Trustee for the benefit of the holders of the Notes.

8. The Notes to be authenticated by the Trustee and issued hereunder are to be fully registered and in substantially the form set forth in Appendix A attached hereto and incorporated herein, with such necessary and appropriate variations, omissions and insertions as may be permitted or required by this Indenture.

9. At a meeting duly convened and held on October 13, 2015, the Bond Bank has duly authorized the execution and delivery of this Indenture, the participation in the Program of the Qualified Entities set forth in Appendix B attached hereto, the entry into and the execution and delivery of the Warrant Purchase Agreements with such Qualified Entities (subject to the provisions hereof), the execution and delivery of the Credit Facility Agreement and the issuance hereunder of the Notes, upon and subject to the terms and conditions hereinafter set forth.

10. All acts and things have been done and performed, which are necessary to make the Notes, when executed and issued by the Bond Bank, authenticated by the Trustee and issued and delivered, the legal, valid and binding limited obligations of the Bond Bank, enforceable in accordance with their terms, and to make this Indenture a valid and binding agreement for the security of the Notes authenticated and delivered under this Indenture.

NOW, THEREFORE, THIS INDENTURE WITNESSES THAT:

In consideration of: (1) the acceptance by the Trustee of the trusts and duties set forth in this Indenture on behalf of the owners of the Notes issued and secured hereunder; (2) the purchase and acceptance of the Notes issued and secured by this Indenture by the owners thereof; and (3) the payment of the purchase price of the Notes to the Trustee for application as provided hereinafter; and in order to: (1) secure the payment of the principal of and interest on the Notes issued and outstanding hereunder, according to the tenor and effect thereof, the payment of all costs, fees and charges specified herein, and the payment of all other sums, if any, from time to time due to the owners of the Notes issued and secured hereunder and to the Trustee or its successors and assigns, or to others, according to the intent and meaning of all such Notes and this Indenture; (2) secure the performance and observance by the Bond Bank of all the covenants and conditions herein contained; and (3) secure to the Bank all obligations of the Bond Bank under the Credit Facility Agreement, but subject to the prior satisfaction of all principal

and interest owing to the holders of the Notes; the Bond Bank does hereby convey, transfer, assign, confirm, pledge and grant a security interest in, to the Trustee, and its successor or successors in trust, as Trustee for the benefit of the owners of all Notes issued and secured hereunder, and thereafter for the benefit of the Bank under the Credit Facility Agreement (other than with respect to paragraph 5 below), the following described properties, rights, interests and benefits (whether real, personal or mixed, and whether tangible or intangible), which are collectively called the "Trust Estate":

1. All right, title and interest of the Bond Bank in, to and under the Warrants of the Qualified Entities purchased by the Bond Bank and the Warrant Purchase Agreements, including the interest of the Bond Bank in and to all payments, receipts, revenues and other moneys under the Warrants and the Warrant Purchase Agreements;

2. All right, title and interest in any and all other property, whether real, personal or mixed, and whether tangible or intangible, from time to time hereafter, by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred, as and for additional security under this Indenture, by the Bond Bank or by anyone on behalf of the Bond Bank, with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

3. The proceeds from the sale by the Bond Bank of the Notes issued under this Indenture;

4. All Revenues and all other cash, moneys, securities and investments, which may at any time and from time to time, pursuant to the provisions of this Indenture, be paid to the Trustee or be held by the Trustee in the Funds and Accounts (other than the Rebate Fund) created or established by this Indenture, together with the investment earnings thereon and all proceeds thereof, except any such earnings or proceeds deposited in or transferred to the Rebate Fund, and except any such earnings or proceeds which are transferred from such Funds and Accounts from time to time in accordance with this Indenture; and

5. All rights of the Bond Bank in, to and under the Credit Facility extended by the Bank pursuant to the Credit Facility Agreement.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all owners of the Notes issued under and secured by this Indenture, without privilege, preference, priority or distinction as to lien or otherwise, of any of the Notes over any other of the Notes or of principal over interest or interest over principal, by reason of priority in their issuance, and thereafter for the benefit of the Bank (other than with respect to paragraph 5 above), all except as otherwise provided in this Indenture;

PROVIDED, HOWEVER, that if the Bond Bank, its successors or assigns shall pay, or cause to be paid, the principal of the Notes and the interest due or to become due thereon, at the times and in the manner stated in the Notes according to the true intent and meaning thereof, or shall provide, as permitted and provided by Article IX hereof, for the payment thereof and shall perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of

money due or to become due to it in accordance with the terms and provisions hereof, and to the Bank all sums of money due or to become due to it in accordance with the terms and provisions hereof and in accordance with the terms and provisions of the Credit Facility Agreement, then this Indenture and the rights hereby granted to the Trustee pursuant to this Indenture by the Bond Bank shall cease, terminate and be void, and otherwise this Indenture shall remain in full force and effect.

In connection with the foregoing pledge, transfer and assignment, the Trustee hereby acknowledges, approves and agrees to the terms of the Warrant Purchase Agreements as they relate to the Trustee and its participation in the transactions contemplated thereby.

THIS INDENTURE FURTHER WITNESSES, and it is expressly declared, that all of the Notes are to be issued, authenticated and delivered and all Revenues hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Bond Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Notes, or any part thereof, as follows:

(End of Recitals and Granting Clauses)

ARTICLE I

Definitions; Liability on Notes

SECTION 1.1. Definitions. Except where the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture have the meanings specified in this Section. Words importing the singular number shall include the plural number, and words importing the plural number shall include the singular number, and the words “hereof” and “herein” shall be construed to refer to the entirety of this Indenture and shall not be restricted to the particular Article, Section, subsection or paragraph in which they appear.

“Account” means any of the accounts established, held and disbursed by the Trustee under this Indenture.

“Act” means Indiana Code 5-1.5, as amended.

“Authorized Officer” means the Chair, the Vice Chair or the Executive Director of the Bond Bank.

“Authorized Official” means the duly elected or appointed treasurer, controller, clerk-treasurer, school superintendent, school business manager, township trustee or other authorized financial official of a Qualified Entity or, to the extent permitted by law, an authorized deputy thereof.

“Bank” means the issuer of the outstanding Credit Facility, which shall be an entity rated in one of the three full highest rating categories by S&P at the time of execution of the Credit Facility Agreement, and initially means JPMorgan Chase Bank, National Association.

“Beneficial Owner” means any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise (including any person holding Notes through nominees, depositories or other intermediaries) has or shares: (1) voting power, which includes the power to vote, or to direct the voting of, the Notes; or (2) investment power, which includes the power to dispose, or to direct the disposition of, the Notes.

“Bond Bank” means the Indiana Bond Bank, established under the Act as a public body corporate and politic and an instrumentality, but not an agency, of the State, or any agency, board, body, commission, department or officer succeeding to the principal functions thereof or to whom the powers conferred upon the Bond Bank by the Act shall be given by law.

“Bond Counsel” means any qualified firm of lawyers selected by the Bond Bank whose expertise in matters relating to the issuance of obligations by states and their political subdivisions, the interest on which is excludable from gross income for purposes of federal income taxation, is nationally recognized.

“Business Day” means any day other than a Saturday, a Sunday, a legal holiday or any other day on which banking institutions in Indiana or New York are authorized by law to close or to remain closed.

“Cash Flow Certificate” means a Positive Cash Flow Certificate or an Improving Cash Flow Certificate.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes, and the applicable judicial decisions and published rulings and any applicable regulations promulgated or proposed thereunder or under the Internal Revenue Code of 1954.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement described in Section 5.22 hereof.

“Costs of Issuance Fund” means the Fund so designated and established for the Notes and held and disbursed by the Trustee pursuant to Section 4.5 hereof.

“Credit Facility” means the credit facility extended by the Bank, effective on the date of issuance of the Notes, pursuant to the Credit Facility Agreement.

“Credit Facility Agreement” means the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016, between the Bond Bank and the Bank, providing for the timely payment, when due, of a portion of the principal of and interest on the Notes, all subject to such conditions and under such terms as described in Article X hereof.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns, including, without limitation (1) any surviving, resulting or transferee corporation or successor corporation appointed consistent with this Indenture and (2) any direct or indirect participants of The Depository Trust Company, including, without limitation, any banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant of The Depository Trust Company either directly or indirectly.

“Event of Default” means any one or more of the events specified as such in Section 6.1 hereof.

“Fiscal Year” means, (1) when applied to a Qualified Entity, the fiscal year of each Qualified Entity which commences on the first day of January of a calendar year and terminates on the last day of December of such calendar year and, (2) when applied to the Bond Bank, the fiscal year of the Bond Bank which commences on the first day of July of a calendar year and terminates on the last day of June of the immediately succeeding calendar year.

“Fund” means any of the funds established, held and disbursed by the Trustee under this Indenture.

“General Fund” means the Fund so designated and established for the Notes and held and disbursed by the Trustee pursuant to Section 4.6 hereof.

“Government Obligations” means: (1) direct obligations of the United States of America; (2) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including, but not limited to: Department of Housing and Urban Development, Export-

Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration, General Services Administration, Government National Mortgage Association, Federal Maritime Administration and Small Business Administration; which obligations include, but are not limited to, certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (1) or in this clause (2) and which are held by a custodian in safekeeping on behalf of the holders of such certificates or receipts; (3) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (1) and (2) and to repurchase agreements fully collateralized by such obligations; and (4) obligations of any state of the United States or any political subdivision thereof, the full payment of the principal of, premium, if any, and interest on which (A) is unconditionally guaranteed or insured by the United States of America, or (B) is provided for by an irrevocable deposit of the securities described in clause (1); all to the extent such investments are permitted by law.

“Improving Cash Flow Certificate,” means a certificate prepared by the Bond Bank in accordance with Section 5.18 hereof to the effect that, in its judgment, the action proposed to be taken by the Bond Bank will result in the same or greater ability of the Bond Bank to pay projected required debt service on all outstanding Notes from Revenues expected to be received after taking such action in each Fiscal Year, together with other moneys in the Funds and Accounts under this Indenture (other than the Rebate Fund) available therefor in accordance with Section 5.18 hereof, than would otherwise have been the case without the taking of such action.

“Indenture” means this Indenture, as further supplemented or amended by any indenture supplemental hereto or amendatory hereof.

“Investment Securities,” means any of the following to the extent such investments are permitted by law:

(1) Government Obligations;

(2) certificates of deposit fully and promptly secured at all times by Government Obligations; provided, that such certificates are with commercial banks, savings and loan associations, mutual savings banks or credit unions, including the Trustee, which are rated at least AA or higher by S&P;

(3) certificates of deposit, savings accounts, deposit accounts or depository receipts of commercial banks, savings and loan associations, mutual savings banks or credit unions, including the Trustee, which are fully insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and which are rated at the time of purchase at least AA or higher by S&P;

(4) repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any banking association, including the Trustee, or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York; provided, that any such bank, trust company or dealer is rated, at the time of purchase, at least AA or higher by S&P; and provided further,

that each repurchase agreement is secured by Government Obligations having at all times a market value not less than 102% of the principal amount of such repurchase agreement; and

(5) shares of mutual funds or money market funds that invest only in Government Obligations that are rated in the highest category by S&P.

“Moody’s” means Moody’s Investors Service, Inc., New York, New York.

“Note” means any of the Advance Funding Program Notes, Series 2016 A, as authorized by, and authenticated and delivered pursuant to, this Indenture.

“Noteholder” or the term “Owner,” “owner” or any similar term, when used with reference to a Note or Notes, means the registered owner of any outstanding Note or Notes.

“Note Purchase Contract” means the Note Purchase Contract, dated January 20, 2016, between the Bond Bank and J.P. Morgan Securities LLC, as underwriter.

“Note Register,” means the registration books maintained by the Trustee as Registrar pursuant to Section 2.6 hereof.

“Note Registrar” or “Registrar,” means the Trustee acting as such under this Indenture.

“Official Statement” means the Official Statement, dated January 20, 2016, related to the Notes (including any Appendices thereto).

“Opinion of Bond Counsel” means a written opinion of a nationally recognized law firm experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bond Bank and the Trustee.

“Outstanding” or “outstanding under this Indenture” or “outstanding hereunder,” when used with reference to the Notes, means, at any date as of which the amount of outstanding Notes is to be determined, the aggregate of all Notes authorized and issued by the Bond Bank and authenticated and delivered by the Trustee under this Indenture, except:

1. Notes canceled or surrendered to the Trustee for cancellation pursuant to Section 2.9 hereof on or prior to such date after purchase in the open market or because of payment at maturity;
2. Notes deemed to have been paid as provided in Article IX hereof; and
3. Any Note in lieu of or in substitution for which another Note or other Notes shall have been issued by the Bond Bank and authenticated and delivered by the Trustee pursuant to this Indenture.

In determining whether the Owners of a requisite aggregate principal amount of the Outstanding Notes have concurred in any request, demand, authorization, direction, notice or

waiver under this Indenture, Notes which are owned by the Bond Bank shall be disregarded and deemed not to be Outstanding for the purpose of any such determination.

“Payment Date,” means any date on which principal and interest is payable on the Notes.

“Positive Cash Flow Certificate,” means a certificate prepared in accordance with Section 5.18 hereof to the effect that, immediately after the occurrence or nonoccurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with moneys expected to be held in the Funds and Accounts (other than the Rebate Fund) and available therefor as provided in Section 5.18 hereof, will at least be sufficient on each Payment Date to provide for the payment of the principal of and interest on the Outstanding Notes due on each such date and the payment of Program Expenses, if any.

“Program,” when used with respect to a Note or Notes, means the program of the Bond Bank for purchasing Warrants of Qualified Entities from proceeds of the Notes pursuant to the Act.

“Program Expenses,” means the expenses authorized to be incurred by the Bond Bank from time to time in connection with the implementation, operation and continuation of the Program, including, but not limited to: (1) fees and expenses of the Trustee; (2) fees and expenses of counsel, bond counsel, professional consultants and other service professionals and firms in connection with the implementation, administration and continuation of the Program, including, without limiting the foregoing, fees and expenses payable by the Bond Bank and necessary for the preparation of the transcripts and legal opinions of the Qualified Entities required for participation in the Program; (3) costs of determining and complying with any and all requirements to rebate amounts to the United States of America pursuant to Section 4.8 hereof; and (4) other incidental and related costs and expenses, all to the extent not payable from the Costs of Issuance Fund under Section 4.5 hereof.

“Qualified Entity” means a county, a school corporation, a city, a town, a township, a library corporation or any other entity defined to be a “qualified entity” under the Act and authorized to issue Warrants under State law.

“Rebate Fund” means the Fund so designated and established for the Notes and held and disbursed by the Trustee pursuant to Section 4.8 hereof.

“Representation Letter” means the Blanket Issuer Letter of Representations setting forth the agreement between the Bond Bank and DTC regarding the issuance of the Notes in book-entry-only form.

“Revenues” means the income, revenues and profits of the Funds and Accounts under this Indenture, as referred to in the granting clauses hereof.

“S&P” means Standard & Poor’s, a division of The McGraw-Hill Companies, New York, New York.

“State” means the State of Indiana.

“Supplemental Indenture” means any indenture supplemental to or amendatory of this Indenture as originally executed, which is duly executed in accordance with the provisions of this Indenture.

“Trustee” means The Huntington National Bank, a national banking association, and any successor trustee appointed pursuant to Section 7.5 or 7.8 hereof or any co-trustee appointed pursuant to Section 7.10 hereof at the time serving as Trustee hereunder. The designated corporate trust operations office of the Trustee is located at 45 North Pennsylvania Street, INHP22, Indianapolis, Indiana 46204.

“Trust Estate” means the trust estate defined, described and established under the granting clauses of this Indenture.

“Warrant Purchase Agreement” means each agreement between the Bond Bank and a Qualified Entity, substantially in the form attached hereto as Appendix C, relating to the purchase by the Bond Bank of Warrants to be issued by a Qualified Entity, subject to the provisions of this Indenture.

“Warrant Purchase Fund” means the Fund so designated and established for the Notes and held and disbursed by the Trustee pursuant to Section 4.7 hereof.

“Warrants” means the warrants issued by Qualified Entities which are parties to Warrant Purchase Agreements, which warrants are issued in anticipation of the receipt of ad valorem property taxes levied and in the course of collection by a Qualified Entity (and, in the case of: (1) a school corporation, may in addition, in the sole discretion of the Bond Bank, be issued in anticipation of State tuition support distributions in the course of collection by such school corporation; or (2) a township, may in addition, in the sole discretion of the Bond Bank, be issued in anticipation of other revenues to be collected by such township in the remainder of the calendar year of the issuance of such Warrant), and which are purchased by the Trustee on behalf of the Bond Bank in accordance with this Indenture.

SECTION 1.2. Liability on Notes.

A. The Notes and interest thereon shall be special obligations of the Bond Bank payable solely from (i) the Revenues, (ii) moneys held in the General Fund, including proceeds of the Credit Facility, and (iii) subject to the provisions of Sections 4.5 and 4.7 hereof, moneys held in the Costs of Issuance Fund and the Warrant Purchase Fund and all other moneys held by the Trustee under this Indenture for the Notes (other than the Rebate Fund) and available for such payment, and shall be a valid claim of the owners thereof only against such Revenues and moneys which are hereby pledged for the equal and ratable payment of the Notes and shall be used for no purpose other than to pay the principal of and interest on the Notes, except as may be otherwise expressly authorized in this Indenture.

B. The Bond Bank has no taxing power. The Notes, both as to principal and interest, do not constitute a debt, liability, pledge of the faith and credit, or loan of the credit of the State or any political subdivision thereof, under the constitution and statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof. The Notes do not create a moral obligation of the State or any political subdivision thereof. The issuance of the Notes under the provisions of the Act does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy or pledge any form of taxation whatsoever to pay the principal of or interest on the Notes or to levy any form of taxation for the payment thereof or to make any appropriation for their payment, and such Notes do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof.

(End of Article I)

ARTICLE II

General Terms and Provisions of Notes

SECTION 2.1. Authorization of Notes; Form of Notes. No Notes may be issued under the provisions of this Indenture, except in accordance with this Article and the provisions of Article III hereof. The Notes issued under this Indenture shall be fully registered and substantially in the form set forth in Appendix A attached hereto, with such appropriate variations, additions and omissions as are permitted or required by this Indenture. Each Note shall contain on its face the statement that the Bond Bank is obligated to pay principal thereof and interest thereon solely from the Trust Estate and that the faith, credit and taxing power of the State are not pledged to the payment thereof.

SECTION 2.2. Terms of Notes.

A. There is hereby created for issuance under this Indenture a series of Notes designated "Advance Funding Program Notes, Series 2016 A." Except for replacement Notes issued pursuant to Section 2.5 hereof, the total principal amount of the Notes that may be issued hereunder is hereby expressly limited to Seventy-Three Million Four Hundred Twenty Thousand Dollars (\$73,420,000).

B. The Notes shall originally be dated the date of delivery thereof and shall bear interest from that date at the per annum rate, computed on the basis of a 360-day year of twelve 30-day months, and shall mature on January 4, 2017, and bear interest at the rate of 2.00% per annum.

C. Interest on the Notes shall be due and payable at final maturity. In the event of any default in the payment of interest on the Notes, such defaulted interest shall be payable on a payment date established by the Trustee to the Owners of the Notes at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee as Registrar to the Owners of the Notes not less than 15 days preceding such special record date.

D. The Notes are not subject to redemption prior to maturity.

E. The Notes shall be issued in the denominations of \$5,000 or any integral multiple thereof. All Notes shall be lettered and numbered consecutively upwards in order of their issuance in accordance with the Note Register maintained by the Trustee as Registrar.

F. The principal of and interest on any Note shall be payable to the registered Owner thereof or his assigns upon maturity of such Note and upon surrender thereof at the corporate trust office of the Trustee. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the time of payment, is legal tender for the payment of public and private debts.

G. If any principal of or interest on any Note is not paid when due, then the overdue principal and interest shall bear interest until paid at the same rate set forth in the Notes.

H. So long as DTC or its nominee is the registered owner of the Notes pursuant to Section 2.10 hereof, payments of the principal of and interest on the Notes will be made directly by the Trustee by wire transfer of funds to Cede & Co., as partnership nominee of DTC. Disbursement of such payments to the participants of DTC will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility of the participants of DTC and the indirect participants of DTC.

SECTION 2.3. Execution of Notes. The Notes shall be executed on behalf of the Bond Bank with the official manual or facsimile signature of its Chair or Vice Chair and attested by the official manual or facsimile signature of its Executive Director, and the Notes shall also have affixed, impressed, imprinted or otherwise reproduced thereon the official seal of the Bond Bank or a facsimile thereof. In case any officer whose signature or the facsimile of which shall appear on the Notes shall cease to be such officer before the delivery of such Notes, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes with the same force and effect as if such officer had remained in office until delivery.

SECTION 2.4. Authentication of Notes. No Note shall be valid or become obligatory for any purpose or be entitled to any security or benefit under this Indenture unless and until a certificate of authentication substantially in the form set forth in Appendix A attached hereto shall have been duly and manually executed by a duly authorized representative of the Trustee, and such executed certificate of the Trustee upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Note shall be deemed to have been executed by it, if signed by an authorized representative of the Trustee, but it shall not be necessary that the same representative sign the certificate of authentication on all of the Notes issued hereunder.

SECTION 2.5. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Outstanding Note, whether temporary or definitive, is mutilated, lost, stolen or destroyed, the Bond Bank may execute and, upon its request, the Trustee may authenticate a new Note in the same principal amount and of like tenor as the mutilated, lost, stolen or destroyed Note; provided, that in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Note, there shall be first furnished to the Bond Bank and the Trustee evidence of such loss, theft or destruction in form satisfactory to the Trustee, together with an indemnity satisfactory to them. In the event any such Note shall have matured, instead of issuing a substitute Note, the Bond Bank may authorize the payment of the same. The Bond Bank and the Trustee may charge the owner of such Note with their reasonable fees and expenses in connection with the performance of their respective duties under this Section. Any Note issued under the provisions of this Section in lieu of any Note alleged to be destroyed, lost or stolen shall constitute an original additional contractual obligation on the part of the Bond Bank, whether or not the Note so alleged to be destroyed, lost or stolen shall be at any time enforceable by anyone and shall be equally and proportionately entitled to the benefits of this Indenture, together with all other Notes in substitution for which such Notes were issued.

SECTION 2.6. Registration of Notes.

A. The Trustee shall be the Note Registrar for the Notes. So long as any of the Notes remain Outstanding, there shall be maintained and kept for the Bond Bank, at the designated corporate trust operations office of the Trustee, the Note Register for the registration and transfer of the Notes, and, upon presentation of any Note for such purpose at such office, the Note Registrar shall register it or cause it to be registered therein and permit such Note to be transferred thereon, under such reasonable regulations as it may prescribe.

B. Each Note shall be transferable only upon the Note Register at the designated corporate trust operations office of the Trustee at the written request of the registered Owner thereof or his legal representative duly authorized in writing upon surrender thereof, together with a written instrument of transfer satisfactory to the Note Registrar duly executed by the registered Owner or his legal representative duly authorized in writing. Upon the transfer of any such fully registered Note, the Bond Bank shall issue in the name of the transferee, in authorized denominations, one or more fully registered Notes in the same aggregate principal amount as the surrendered Notes. The Note Register shall be available at any time during normal business hours, and subject to the reasonable regulations of the Trustee, for inspection and copying by the Bond Bank and its duly authorized officers, employees, representatives and agents or by the owners (or a designated representative thereof) of at least, in the aggregate, five percent in principal amount of the Notes then Outstanding.

SECTION 2.7. Persons Treated as Owners. Except as otherwise provided in Sections 2.2 and 10.2 hereof, with regard to any default by the Bond Bank in the timely payment of principal of or interest on the Notes when due, and in Sections 5.21 and 5.22 hereof, with regard to the continuing disclosure obligations of each Qualified Entity and the Bond Bank, and consistent with Section 2.10 hereof, the Bond Bank, the Trustee and the Note Registrar may, for the purpose of making payment of or on account of the principal of and interest on any Note and for all other purposes, deem and treat the person in whose name such Note shall be registered upon the Note Register as the absolute Owner of such Note, whether or not such Note is overdue, and none of the Bond Bank, the Trustee or the Note Registrar shall be affected by any notice to the contrary. Payment made to the person deemed to be the Owner of any Note for the purpose of such payment under Section 2.2 hereof and this Section shall be valid and effectual, to the extent of the sum or sums so paid, to satisfy and discharge the liability upon such Note, with respect to which such payment was made.

SECTION 2.8. Exchange and Transfer of Notes. So long as any of the Notes remain Outstanding, the same may be exchanged for new Notes of the same type at the corporate trust office of the Trustee. Any Note or Notes upon surrender thereof at the corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or his legal representative duly authorized in writing, may, at the option of the registered Owner thereof, be exchanged for an equal aggregate principal amount of other Notes of the same series in denominations of \$5,000 or any integral multiple thereof. For every such exchange or transfer of Notes, whether temporary or definitive, the Bond Bank or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by

the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECTION 2.9. Cancellation and Destruction of Surrendered Notes. Upon the surrender to the Trustee of any temporary or mutilated Notes, or Notes transferred or exchanged for other Notes, or Notes paid at maturity by the Bond Bank, the same shall forthwith be canceled and destroyed by the Trustee, and the Trustee, upon the request of the Bond Bank, shall deliver its certificate of such destruction to the Bond Bank.

SECTION 2.10. Book Entry.

A. The Bond Bank hereby evidences its determination that it is beneficial to the Bond Bank and the owners of the Notes to cause the Notes to be held by a central depository system pursuant to the Representation Letter, setting forth the agreement between the Bond Bank and DTC, and to effect transfers of the Notes by book-entry on the books of DTC's central depository system. The Notes shall be issued initially in the form of one authenticated and fully registered Note certificate. If, however, the aggregate principal amount of the Notes exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of the Notes. Upon initial issuance, the ownership of such Notes shall be registered in the Note Register in the name of Cede & Co., as partnership nominee of DTC.

B. With respect to the Notes registered in the Note Register in the name of Cede & Co., as partnership nominee of DTC, the Bond Bank and the Trustee shall have no responsibility or obligation to any other owner (including any Beneficial Owner) of the Notes with respect to (i) the accuracy of the records of DTC, Cede & Co. or any other owner (including any Beneficial Owner) of the Notes with regard to ownership questions, (ii) the delivery to any owner of the Notes or any other person, other than DTC, of any notice with respect to the Notes or (iii) the payment to any owner of the Notes or any other person, other than DTC, of any amount with respect to the principal of or interest on the Notes.

C. No person other than DTC shall receive an authenticated Note evidencing the obligation of the Bond Bank and the Trustee to make payments of the principal of and interest on the Notes, pursuant to this Indenture. The Bond Bank and the Trustee may treat as and deem DTC to be the absolute Noteholder and Owner of each and all Notes for purposes of: (i) the payment of the principal of and interest on such Notes; (ii) giving notices permitted or required to be given to owners of the Notes under this Indenture; (iii) registering transfers with respect to the Notes; and (iv) voting as permitted or required under this Indenture; and, for so long as the Notes are registered in the name of Cede & Co., as partnership nominee of DTC, all references in this Indenture to "Noteholders" and to "Owners" or "owners" of the Notes shall be deemed to be modified and conformed to the provisions of this Section. The Trustee shall pay all principal of and interest on the Notes only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the obligations of the Bond Bank and the Trustee with respect to the principal of and interest on the Notes to the extent of the sum or sums so paid.

D. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of

this Indenture with respect to required consents, the words “Cede & Co.” in this Indenture shall refer to such new nominee of DTC. Notwithstanding any other provision of this Indenture to the contrary, so long as any Note is registered in the name of Cede & Co., as partnership nominee of DTC, all payments with respect to the principal of and interest on such Notes shall be made and all notices with respect to such Notes shall be given to DTC, as provided in the Representation Letter.

E. In connection with any notice or other communication to be provided to Owners of the Notes by the Bond Bank or the Trustee with respect to any consent or other action to be taken by Noteholders, the Bond Bank or the Trustee, as the case may be, shall establish a record date for such consent or other action and, to the extent reasonably possible, give DTC notice of such record date not less than 15 calendar days in advance of such record date.

F. Upon receipt by the Bond Bank and the Trustee of authorized written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities and in the event that no substitute depository can be found which is acceptable to the Bond Bank and the Trustee and willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, then the Notes shall no longer be restricted to being registered in the Note Register in the name of Cede & Co., as partnership nominee of DTC, but may be registered in whatever name or names the Noteholders transferring or exchanging Notes shall designate, in accordance with the provisions of this Indenture.

G. In the event the Bond Bank determines that it is in the best interest of the owners of the Notes that they be able to obtain certificates for the fully registered Notes, the Bond Bank may notify DTC and the Trustee, whereupon DTC will notify the Noteholders of the availability through DTC of certificates for the Notes. In such event, the Trustee shall prepare, authenticate, transfer and exchange certificates for the Notes as requested by DTC and any other owner of Notes in authorized denominations, and whenever DTC requests the Bond Bank and the Trustee to do so, the Trustee and the Bond Bank will cooperate with DTC by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Notes of any Owner having Notes credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Notes. The Owners of the Notes do not have a right to a book-entry system for the Notes. The Bond Bank and the Trustee may conclusively rely upon (i) a certificate of DTC as to the identity of the participants in the book-entry system and (ii) a certificate of such participants as to the identity of, and the respective principal amounts of Notes beneficially owned by, the Beneficial Owners.

H. In the event that the Notes shall no longer be restricted to being registered in the name of Cede & Co. or a substitute nominee of DTC, the Trustee shall cause the Notes to be printed in blank in such number as the Trustee shall determine to be necessary or customary; provided, however, that the Trustee shall not be required to have any such Notes printed until it shall have received from the Bond Bank indemnification for all costs and expenses associated with such printing.

I. Notwithstanding any other provision of this Indenture, for so long as the Notes are registered in the name of DTC or Cede & Co. or any substitute nominee, the Trustee shall be entitled to request and to rely upon a certificate or other written representation from the

Beneficial Owners of the Notes or from DTC on behalf of such Beneficial Owners regarding the consent, advice, direction, demand or vote of the Beneficial Owners of the Notes as of a record date selected by the Trustee and DTC, to the same extent as if such consent, advice, direction, demand or vote were made by the Noteholders for purposes of this Indenture, and the Trustee shall for such purposes treat the Beneficial Owners of the Notes as the Noteholders. Along with any such certificate or other representation, the Trustee may request DTC to deliver, or cause to be delivered, to the Trustee a list of all Beneficial Owners of the Notes, together with the current addresses of such Beneficial Owners.

SECTION 2.11. Temporary Notes. Pending the preparation of definitive Notes, the Bond Bank may execute and, in such event, the Trustee shall authenticate and deliver temporary Notes. Temporary Notes shall be issuable as fully registered Notes substantially in the form of the definitive Notes, but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Bond Bank. Temporary Notes shall be subject to the same provisions, limitations and conditions as the definitive Notes, shall be issued in the denomination of \$5,000 or any integral multiple thereof authorized by the Bond Bank and shall contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the Bond Bank and authenticated by the Trustee upon the same conditions and in substantially the same manner and with like effect as the definitive Notes. As promptly as practicable, the Bond Bank shall execute and furnish definitive Notes, and thereupon, temporary Notes may be surrendered in exchange therefor without charge at the designated corporate trust operations office of the Trustee, and the Trustee shall cancel all temporary Notes so surrendered and shall authenticate and deliver in exchange therefor a like aggregate principal amount of definitive Notes. Until so exchanged, the temporary Notes shall be entitled to the same benefits under this Indenture as the definitive Notes.

(End of Article II)

ARTICLE III

Issuance of the Notes

Upon the execution and delivery of this Indenture, the Bond Bank shall execute and deliver to the Trustee and the Trustee shall receive and authenticate the Notes. The Trustee then shall deliver the Notes to such persons or entities as may be directed by or on behalf of the Bond Bank; provided, that prior to the delivery of the Notes, the Bond Bank shall cause to be delivered to the Trustee each of the following:

A. A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Bond Bank authorizing the execution and delivery of this Indenture, the Warrant Purchase Agreements and the Credit Facility Agreement, and the issuance, sale and delivery of the Notes;

B. An original executed counterpart of this Indenture;

C. An original executed counterpart of the Credit Facility Agreement;

D. An original executed counterpart of the Continuing Disclosure Agreement;

E. A notice in writing to the Trustee from the Bond Bank, signed by its Chair or Vice Chair, authorizing and directing the Trustee to authenticate and deliver the Notes to the purchaser or purchasers therein identified, upon payment to the Trustee of the sum therein specified, and setting forth instructions as to the delivery of the Notes and the application of the proceeds of the Notes;

F. A certificate of an Authorized Officer stating the amount of the proceeds of the issuance of the Notes: (i) required to pay the costs of issuance of the Notes; (ii) representing the amount of any fee or fees due and owing to the Bank pursuant to the Credit Facility Agreement; and (iii) the remaining balance of proceeds available for the purchase of Warrants under the Program;

G. A certificate of an Authorized Officer to the effect that the issuance of the Notes will not violate any limitations in the Act or any other laws of the State as to the amount of bonds or notes of the Bond Bank that may be outstanding from time to time;

H. A certificate of an Authorized Officer to the effect that none of the provisions of the Act has been repealed or amended in a manner that would adversely affect the rights of the owners of the Notes;

I. With respect to each Qualified Entity participating in the Program, a certificate from an Authorized Official, in form and substance acceptable to the Bond Bank, to the effect that (i) the Warrant Purchase Agreement between such Qualified Entity and the Bond Bank has been duly authorized, executed and delivered by the Qualified Entity and, assuming the due authorization, execution and delivery by the Bond Bank, constitutes a valid and binding agreement of the Qualified Entity enforceable in accordance with its terms and (ii) the description of the Qualified Entity, the Warrant Purchase Agreement and the Warrants subject

thereto, as set forth in the Official Statement, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

J. An opinion of counsel acceptable to the Bond Bank and the Trustee, dated as of the date of delivery of the Notes, to the effect that: (i) the Bond Bank is duly organized and validly existing under the provisions of the Act with the corporate power to execute and deliver and to perform its obligations under this Indenture, the Note Purchase Contract, the Credit Facility Agreement, the Continuing Disclosure Agreement, the Warrant Purchase Agreements, the Official Statement and the Notes; (ii) this Indenture, the Note Purchase Contract, the Credit Facility Agreement, the Continuing Disclosure Agreement, the Warrant Purchase Agreements and the Official Statement, and the performance of the Bond Bank's obligations thereunder, have been duly authorized, and the foregoing documents have been duly executed and delivered by the Bond Bank, and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each constitutes a valid and binding agreement of the Bond Bank, enforceable against the Bond Bank in accordance with its terms; (iii) the Notes have been duly authorized, sold, executed and delivered by the Bond Bank and are valid and binding limited obligations of the Bond Bank, enforceable against the Bond Bank in accordance with their terms; (iv) the execution and delivery by the Bond Bank of this Indenture, the Note Purchase Contract, the Credit Facility Agreement, the Continuing Disclosure Agreement, the Warrant Purchase Agreements, the Official Statement and the Notes and the compliance by the Bond Bank with the provisions thereof will not breach or result in a default under any existing constitutional provision, law, administrative regulation or, to the best of counsel's knowledge, any judgment, decree or order of any court to which the Bond Bank is a party; (v) to the best of counsel's knowledge and in reliance upon the representations of officers of the Bond Bank, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, pending or threatened against the Bond Bank, wherein an unfavorable decision, ruling or finding would in any material respect adversely affect the enforceability of transactions contemplated by this Indenture, the Note Purchase Contract, the Credit Facility Agreement, the Continuing Disclosure Agreement, the Warrant Purchase Agreements and the Official Statement; (vi) based upon their participation as special issuer's counsel for the Bond Bank in the preparation of the Official Statement, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained therein, nothing has come to the attention of counsel which would lead them to believe that the Official Statement (excluding information relating to the Qualified Entities and information contained under the captions "DESCRIPTION OF THE NOTES-Book-Entry-Only System," "THE NOTES AS LEGAL INVESTMENTS," "TAX MATTERS," "AMORTIZABLE BOND PREMIUM", "UNDERWRITING" or "CONTINUING DISCLOSURE--Bond Bank Compliance with Previous Undertakings" or in any appendices to the Official Statement) as of its date contained, or as of the date of closing contains, any untrue statement of a material fact or as of its date omitted to state, or as of the date of closing omits to state, a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no view will be expressed with respect to any financial, technical or statistical information or any of the financial information contained in the Official Statement; (vii) all resolutions and actions of the Bond Bank relating to this Indenture, the Note Purchase Contract, the Notes, the Credit Facility Agreement, the Continuing Disclosure Agreement, the Warrant Purchase Agreements and the Official Statement, and all related proceedings of the Bond Bank comply with all rules and

regulations of the Bond Bank, and all approvals or other actions required to be obtained or taken by the Bond Bank under the laws of the State have been obtained or taken as required, and, to the best of counsel's knowledge and in reliance upon the representations of the officers of the Bond Bank, none of the proceedings had or actions taken with regard to any of the aforementioned documents or the sale of the Notes has or have been repealed, rescinded, modified or revoked; and (viii) all actions of the Board of Directors referred to in the transcript of which the opinion will be a part were taken at meetings open to the general public, which complied in all respects with Indiana Code 5-14-1.5, as amended, and no such actions were taken by secret ballot or by reference to agenda number or item number only, and, if an agenda was used, it was available to the general public and posted at the entrance to the location of the meetings prior to such meetings.

K. An Opinion of Bond Counsel to the effect that, conditioned upon continuing compliance by the Bond Bank and the Qualified Entities with certain covenants relating to the Notes and the Warrants, respectively, interest on the Notes will be excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code and exempt from income taxation in the State for all purposes, except the State financial institutions tax;

L. An opinion of counsel to the Bank, acceptable to the Bond Bank, the Trustee and Bond Counsel to the effect that the Credit Facility Agreement is a legal, valid and binding obligation of the Bank, enforceable against the Bank in accordance with its terms; and

M. A Positive Cash Flow Certificate giving effect to the issuance of the Notes.

(End of Article III)

ARTICLE IV

Funds and Accounts; Receipt, Investment and Disbursement

SECTION 4.1. Funds and Accounts as Security for Notes. Subject to the provisions of this Indenture permitting application of moneys in the Costs of Issuance Fund to the payment of the costs of issuance of the Notes in the manner provided in Section 4.5 hereof, and subject to the provisions of this Indenture permitting application of moneys in the General Fund in the manner provided in Section 4.6(A) hereof, and subject to the provisions of this Indenture permitting or requiring application of moneys in the Warrant Purchase Fund in the manner provided in Section 4.7 hereof, all moneys held in all Funds and Accounts (other than the Rebate Fund) are hereby pledged for the payment of the Notes.

SECTION 4.2. Establishment of Funds and Accounts. The Bond Bank hereby creates and establishes the following special trust funds and accounts, each of which shall be held by the Trustee for the benefit and security of the owners of the Notes:

- A. General Fund;
- B. Costs of Issuance Fund;
- C. Warrant Purchase Fund; and
- D. Rebate Fund.

SECTION 4.3. Distribution of Note Proceeds to Funds and Accounts. The proceeds of the issuance of the Notes (net of any underwriter's discount) shall be received and distributed by the Trustee to the Funds and Accounts as follows:

- A. To the Costs of Issuance Fund, the amount of costs of issuance certified pursuant to Article III(F)(i) hereof;
- B. To the Costs of Issuance Fund to be paid to the Bank, the amount of any fee or fees owed upon the issuance of the Credit Facility pursuant to the Credit Facility Agreement as certified pursuant to Article III(F)(ii) hereof; and
- C. To the Warrant Purchase Fund, the balance of the proceeds of the Notes as certified pursuant to Article III(F)(iii) hereof.

SECTION 4.4. Distribution of Revenues to Funds and Accounts. All Revenues shall be paid to the Trustee and shall be deposited by the Trustee in the Funds and Accounts hereunder as follows:

- A. All payments of principal of and interest on the Warrants paid by Qualified Entities and all payments, if any, made by the Bank to the Bond Bank pursuant to the Credit Facility shall be deposited in the General Fund;

B. All income or gain from the investment of moneys in any and all Funds (other than the Rebate Fund) and all other Revenues shall be deposited in the General Fund; and

C. All income or gain from the investment of moneys in the Rebate Fund shall remain in the Rebate Fund.

SECTION 4.5. Disbursements from the Costs of Issuance Fund. The Trustee shall disburse from the Costs of Issuance Fund the expenses of the issuance of the Notes, including the expenses of the issuance of any interim or temporary notes, as certified by an Authorized Officer of the Bond Bank pursuant to Article III(F)(i) hereof. Without limiting the generality of the term, such expenses include bond or reserve fund insurance premiums, credit enhancement or credit facility fees, the fees and expenses of bond counsel and general counsel to the Bond Bank, fees and expenses of the Trustee, the cost of reproducing documents, filing and recording fees, the cost of printing, execution, authentication, transportation and safekeeping of the Notes (including fees and expenses in connection with the utilization of a book-entry system for the Notes), fees and expenses of accountants and professional consultants, fees and expenses of any rating agency and all other fees and expenses payable or reimbursable, directly or indirectly, by the Bond Bank prior to or concurrently with and in connection with the issuance and sale of the Notes. All such disbursements upon issuance of the Notes shall be made by the Trustee upon receipt of a requisition signed by an Authorized Officer. At such time as an Authorized Officer certifies that all costs of issuance have been paid, and in any event no later than 180 days following the date of issuance of such Notes, the Trustee shall transfer the entire remaining balance in the Costs of Issuance Fund, if any, to the General Fund.

SECTION 4.6. Disbursements from the General Fund.

A. The Trustee shall disburse amounts held in the General Fund for the following purposes and in the following order of priority:

i. At any time such amounts, if any, as may be required to be transferred to the Rebate Fund.

ii. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary to pay interest due to be paid on Outstanding Notes on such Payment Date.

iii. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary, if any, to pay principal due to be paid on Outstanding Notes on such Payment Date.

iv. At such times as may be necessary, to the Bond Bank for the payment of Program Expenses, but only (a) upon the receipt by the Trustee of a requisition from an Authorized Officer describing the Program Expenses for which such payment is sought and the amount thereof and certifying that such Program Expenses are properly payable under this Indenture and (b) to the extent that any such Program Expenses, when added to all other Program Expenses paid or payable following the date of the most recent Cash Flow Certificate, do not exceed the amount of such Program Expenses contemplated by such Cash Flow Certificate.

v. At such times as may be required pursuant to the Credit Facility Agreement, to the Bank such amounts as may be necessary, if any, to pay amounts due and owing under the Credit Facility Agreement; provided that such payments shall be made only after any amounts then due and owing to Noteholders (other than the Bank) have been made.

vi. At such times as the Bond Bank may determine, after making all of the other transfers required hereunder at each such time, and upon submission by the Bond Bank of a Cash Flow Certificate giving effect to such transfer, to any Fund or Account or any other fund or account of the Bond Bank in the discretion of the Bond Bank.

B. If, at 9:00 a.m., New York City time, on the Business Day prior to any Payment Date, the amount expected to be on deposit in the General Fund will be insufficient to pay the entire amount of interest and principal coming due on Outstanding Notes on such Payment Date (as a result of the failure of one or more Qualified Entities to make payments on their Warrants and/or the failure of one or more Qualified Entities to make timely payment on their Warrants, which failure of timely payment has resulted in a deficiency in the investment income anticipated to be earned by the Bond Bank on the Warrant payments deposited to and held in the General Fund) as required by Section 4.6(A)(ii) and (iii) hereof, then, no later than 10:00 a.m., New York City time, on such Business Day, the Trustee is directed to request payment from the Bank under the Credit Facility Agreement in accordance with its terms in an amount necessary, after taking into account moneys held on deposit in the General Fund, to pay all such principal and interest coming due on Outstanding Notes. The Trustee shall deposit such amounts received from the Bank under the Credit Facility Agreement to the General Fund and use such amounts, first for the payment of interest due to be paid on Outstanding Notes and second for the payment of principal due to be paid on Outstanding Notes. In the event of a wrongful nonpayment by the Bank under the Credit Facility Agreement, the Trustee shall diligently pursue all remedies available to it against the Bank.

SECTION 4.7. Disbursements from the Warrant Purchase Fund.

A. The Trustee shall disburse the funds held in the Warrant Purchase Fund to purchase the Warrants from the Qualified Entities upon the submission of requisitions of the Bond Bank signed by an Authorized Officer stating that all requirements with respect to such purchase set forth in this Indenture and in the applicable Warrant Purchase Agreement have been met. The Trustee shall not purchase any Warrant issued under any Warrant Purchase Agreement until it has had an opportunity to review, with respect to the Qualified Entity which is a party to such Warrant Purchase Agreement, each of the following:

- i. An original executed counterpart of the Warrant Purchase Agreement;
- ii. An opinion or certificate of counsel for the Qualified Entity to the effect that the Warrant Purchase Agreement has been validly executed and delivered on behalf of the Qualified Entity and constitutes a binding agreement by and between the Qualified Entity and the Bond Bank;

iii. The Warrant or Warrants, executed by the Qualified Entity and delivered in accordance with the Act, in such form as shall comply with the applicable provisions of the Warrant Purchase Agreement and this Indenture and shall be acceptable to the Trustee;

iv. A written requisition of the Bond Bank signed by an Authorized Officer, stating to whom, in what amount and by what method payment is to be made;

v. A certificate of an Authorized Officer attached to the requisition described in paragraph (iv) above, to the effect that: (a) the Qualified Entity, pursuant to its Warrant Purchase Agreement, has sold or will sell such Warrant or Warrants to the Bond Bank; (b) the Qualified Entity is obligated to make all payments of principal and interest as and when required to be made thereunder and to pay all fees and charges required to be paid to or on behalf of the Bond Bank under this Indenture and the Warrant Purchase Agreement; (c) to the knowledge of such officer, the Qualified Entity is not in default under the payment terms or other material terms or provisions of any other obligations of that Qualified Entity; and (d) the Qualified Entity has made the certifications required by IC 5-1.5-8-2, as amended; together with the Warrant Purchase Agreement and such other certifications and representations as may be reasonable and appropriate;

vi. An Opinion of Bond Counsel, in form and substance satisfactory to the Bond Bank and the Trustee, to the effect that such Warrant or Warrants bear interest that is excludable from gross income under Section 103 of the Code for federal income tax purposes; and

vii. A certificate of an Authorized Official of the Qualified Entity to the effect that the representations and warranties of the Qualified Entity contained in the Warrant Purchase Agreement are true, complete and correct as of the date of such purchase.

B. Notwithstanding the foregoing, the Trustee is not required to review any of the items listed in Section 4.7(A) hereof prior to purchasing any one or more Warrants, so long as the Bond Bank certifies that each of such items not in the Trustee's custody is within the custody or control of the Bond Bank and is in compliance with the applicable provisions of Section 4.7(A) hereof.

C. After the purchase of all Warrants set forth in Appendix B attached hereto or if less than all of such Warrants are purchased, upon certification by the Bond Bank that all Warrants eligible and available for purchase out of the proceeds of Notes have been purchased, but in no event later than December 31, 2016, all amounts remaining in the Warrant Purchase Fund, if any, shall be transferred to the General Fund.

SECTION 4.8. Operation of the Rebate Fund.

A. So long as any Notes are Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, the Trustee shall establish and maintain, a separate Fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Notes and investments hereunder available to the Bond Bank and shall make deposits into and payments to the United States of America from the Rebate Fund in the amounts and at the times set forth from time to time in the written instructions of the Bond Bank

delivered by the Bond Bank, shall invest amounts in the Rebate Fund as directed by the Bond Bank and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund.

B. If a deposit to the Rebate Fund is required as a result of the computations made by the Bond Bank, the Trustee shall, upon receipt of direction from the Bond Bank, accept such payment for the benefit of the Bond Bank and make transfers of moneys from the General Fund to the Rebate Fund to comply with such direction. If amounts in excess of that directed by the Bond Bank to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bond Bank, transfer such amount to the General Fund. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six years after the Notes are no longer Outstanding.

C. Not later than 60 days after the final maturity date of the Notes, to the extent required by law, the Trustee shall, upon written request of the Bond Bank, pay to the United States of America the amounts directed by the Bond Bank at the location specified in such direction and with the reports, forms and documentation provided by the Bond Bank.

SECTION 4.9. Investment of Funds.

A. i. Any moneys held as part of any Fund or Account created under or pursuant to this Article, including the Rebate Fund, shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as directed by the Bond Bank (such direction to be confirmed in writing). The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may be commingled for the purpose of investment or deposit.

ii. The Bond Bank agrees that all investments hereunder and all instructions of the Bond Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Notes to be “arbitrage bonds” as defined in Section 148 of the Code.

iii. The Trustee may conclusively rely upon such instructions as to both the suitability and legality of the directed investments. Except as provided herein, in the event no such instructions are received by the Trustee, such amounts shall be invested in Investment Securities described in clause (5) of the definition thereof, pending receipt of such investment instructions.

iv. The Trustee shall have no responsibility with respect to the compliance by the Bond Bank with respect to any covenant herein regarding investments made in accordance with this Section, other than to use its best reasonable efforts to comply with instructions from the Bond Bank regarding such investments. Since the investments permitted by this Section have been included at the request of the Bond Bank and the making of such investments will be subject to the Bond Bank’s discretion, the Trustee specifically disclaims any obligation of the

Bond Bank for any loss arising from, or tax consequences of, investments pursuant to the provisions of this Section.

v. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited, and except as provided herein, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund, shall be deposited as received in the General Fund. Any investment losses shall be charged to the Fund or Account in which moneys used to acquire such investments had been deposited. For so long as the Trustee is in compliance with the provisions of this Section, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with maturity dates or redemption dates determinable at the option of the owner thereof, which shall coincide as nearly as practicable with the times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash at the best price reasonably obtainable a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except the Rebate Fund, will be deposited into and become a part of the General Fund.

vi. In computing the amount in any Fund or Account held pursuant to this Indenture under the provisions of this subsection, obligations purchased as an investment of moneys therein having a stated maturity of less than two years shall be valued at the cost thereof (including in such cost accrued interest paid and unamortized debt discount) and all other obligations purchased as an investment of moneys shall be valued at the cost (including in such cost accrued interest paid and unamortized debt discount) or market value thereof, whichever is lower, exclusive of accrued interest earned.

B. In accordance with the tax covenants set forth in Section 5.19 hereof, the Bond Bank (i) certifies to the owners of the Notes from time to time Outstanding that moneys on deposit in any Fund or Account arising out of or in connection with the Notes, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other source, are not intended to be used in a manner which will cause the interest on the Notes to lose its excludability from gross income for federal income tax purposes and (ii) covenants to the owners of the Notes from time to time Outstanding that, so long as any of the Notes remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Notes, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other source, will not be used in any manner which will cause the interest on the Notes to become subject to federal income taxation.

SECTION 4.10. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, and shall, while held by the Trustee, except for moneys held in the Rebate Fund, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bond Bank, except in certain instances, the Bank, as provided herein.

SECTION 4.11. Amounts Remaining in Funds or Accounts. Subject to Section 11.2 hereof, any amounts remaining in any Fund or Account after full payment of the Notes and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee, and after full payment of any amounts owing to the Bank, shall be distributed to the Bond Bank.

SECTION 4.12. Certain Verifications. Either or both of the Bond Bank and the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bond Bank and the Trustee with such information as the Bond Bank or the Trustee may request in order to determine, in a manner reasonably satisfactory to the Bond Bank and the Trustee, all matters relating to: (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Notes and Program Expenses; (b) the yields on the Outstanding Notes as the same may relate to any data or conclusions necessary to verify that the Notes are not “arbitrage bonds” within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bond Bank or the Trustee; and (d) the rebate calculations required to be made pursuant to Section 4.8 hereof. Either or both of the Bond Bank and the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning postissuance compliance with any federal legislation or regulation applicable to the Notes.

(End of Article IV)

ARTICLE V

General Covenants and Provisions

SECTION 5.1. Payment of Principal and Interest. The Bond Bank covenants that it will promptly pay the principal of and interest on every Note issued under this Indenture at the place, on the date and in the manner provided herein and in the Notes according to the true intent and meaning thereof, subject, however, to the provisions of Sections 1.2 and 5.11 hereof.

SECTION 5.2. Performance of Covenants. The Bond Bank covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder and in all of its proceedings, pertaining thereto, subject to the provisions of Sections 1.2 and 5.11 hereof. The Bond Bank represents: that it is duly authorized under the constitution and laws of the State, including particularly and without limitation the Act, to issue the Notes authorized hereby, to execute this Indenture and to pledge the Revenues and other property described herein and pledged hereby in the manner and to the extent herein set forth; that all action on its part for the issuance of the Notes and the execution and delivery of this Indenture has been duly and effectively taken as provided herein; and that the Notes in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bond Bank according to the import hereof and thereof.

SECTION 5.3. Further Assurance. The Bond Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the Noteholders against the claims and demands of all persons. The Bond Bank covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such Indentures and such further acts, instruments, documents and transfers as the Trustee may reasonably require for the better assuring, pledging, assigning and confirming unto the Trustee and the owners of the Notes, the Revenues and other property pledged hereby to the payment of the principal of and interest on the Notes and all other rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Indenture.

SECTION 5.4. No Extension of Time of Payment of Interest. In order to prevent any accumulation of claims for interest after maturity, the Bond Bank will not directly or indirectly extend or consent to the extension of time for payment of any claims for interest on any of the Notes and will not directly or indirectly be a party to or approve any such arrangement by purchasing or in any other manner funding such claims for interest. In case any such claim for interest shall be extended or funded in violation of this Section, such claim for interest shall not be entitled, in case of any default under this Indenture, to the benefit or security of this Indenture, except subject to the prior payment in full of the principal of all Notes Outstanding under this Indenture and of all claims for interest which shall not have been so extended or funded.

SECTION 5.5. Inspection of Records. The Bond Bank covenants and agrees that all books, records and documents in its possession relating to the Warrants, the Warrant Purchase Agreements and the Revenues shall at all times be open to inspection by such accountants, attorneys or other agents as the Trustee may from time to time designate in writing.

SECTION 5.6. List of Noteholders. There shall be kept on file at the designated corporate trust operations office of the Trustee a list of names and addresses of the registered owners of the Notes. Such list shall include a description of the principal amount of Notes held by each such registered owner and the numbers of such Notes. At reasonable times and under reasonable regulations established by the Trustee, such list may be inspected and copied by the Bond Bank or by the owners (or a designated representative thereof) of an aggregate of at least five percent in principal amount of the Notes then Outstanding.

SECTION 5.7. Amendments to Warrant Purchase Agreements. The Bond Bank shall not enter into any agreement modifying or amending any Warrant Purchase Agreement without the prior written approval of the Trustee and the Bank. The Trustee shall approve only such modifications or amendments, which do not in any manner lessen, postpone or restrict the pecuniary obligation of any Qualified Entity under its Warrants or its Warrant Purchase Agreement. In exercising its discretion under this section, the Trustee shall be entitled to rely upon an opinion of counsel to the effect that said modifications or amendments do not lessen, postpone or restrict the pecuniary obligation of any Qualified Entity under its Warrants or its Warrant Purchase Agreement.

SECTION 5.8. Assignment of Warrants and Warrant Purchase Agreements. All rights of the Bond Bank under the Warrants and the provisions of the Warrant Purchase Agreements shall be and hereby are assigned and pledged to the Trustee for the benefit and security of the owners of the Notes to secure the punctual performance by the Bond Bank of all of its obligations under the terms and provisions of this Indenture, and thereafter to the Bank to secure the obligations of the Bond Bank to the Bank under the Credit Facility Agreement. Each of the Qualified Entities shall consent in its Warrant Purchase Agreement to the assignment of its Warrant or Warrants and all rights of the Bond Bank under its Warrant Purchase Agreement. The Trustee covenants and agrees to retain possession of each Warrant and each Warrant Purchase Agreement and to release them only in accordance with the provisions of this Indenture.

SECTION 5.9. Rights Under Warrant Purchase Agreements. The Warrant Purchase Agreements, duly executed counterparts of which shall be filed with the Trustee, set forth the covenants and obligations of the Bond Bank and each Qualified Entity. The Bond Bank agrees that the Trustee in its name or in the name of the Bond Bank shall present each Warrant for payment in accordance with its terms and may enforce all rights of the Bond Bank and all obligations of the Qualified Entity under and pursuant to any Warrant Purchase Agreement for and on behalf of the Owners of the Notes, whether or not the Bond Bank is in default hereunder or thereunder. The Bond Bank hereby agrees to cooperate fully with the Trustee in any proceedings or to join in or commence in its own name any proceedings for the enforcement of the obligations of a Qualified Entity under and pursuant to its Warrant Purchase Agreement, if the Trustee shall so request.

SECTION 5.10. Assignment and Pledge of Revenues. The Bond Bank has herein assigned and pledged its interest in all Revenues for the payment of the principal of and interest on the Notes when due and for payment of all sums due under this Indenture in the manner herein and therein described. That pledge of Revenues, made pursuant to Indiana Code 5-1-14-4, as amended, constitutes a pledge that is immediately subject to the lien of the pledge without

any further act, and the lien of the pledge is binding against and prior to all parties having claims of any kind in tort, contracts or otherwise against the Bond Bank, regardless of whether the parties have notice of any lien. No resolution, ordinance, indenture or any other instrument by which a pledge is created needs to be filed or recorded, except in the records of the Bond Bank, which filing has been done.

SECTION 5.11. Bond Bank's Obligation Limited. Nothing in this Indenture or in any Warrant Purchase Agreement is intended to require or obligate and nothing herein or therein shall be interpreted to require or obligate the Bond Bank for any purpose or at any time whatsoever, to provide, apply or expend any funds coming into the hands of the Bond Bank, other than the funds derived from the issuance of the Notes under this Indenture, payments, receipts, revenues and other moneys received pursuant to the Warrants and the Warrant Purchase Agreements, and amounts, if any, received from the Bank pursuant to the Credit Facility.

SECTION 5.12. Covenants Concerning Program.

A. In order to provide for the payment of the principal of and interest on the Notes (including any repayment under the terms of the Credit Facility Agreement) and Program Expenses, the Bond Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Notes, do all such acts and things as shall be necessary to receive and collect Revenues (including specifically, but, without limitation, enforcement of the prompt collection of any and all arrears on Warrants).

B. Whenever necessary in order to provide for the payment of the Notes, the Bond Bank shall commence appropriate remedies with respect to any Warrant held by the Bond Bank which is in default.

C. The Bond Bank covenants and agrees that it will (i) not purchase a Warrant for a fund in a principal amount in excess of 80% of the semiannual levy, which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (as estimated or certified by the Indiana Department of Local Government Finance) (or, in the case of: (a) a school corporation, in a principal amount in excess of 80% of the semiannual levy and State tuition support distributions, which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (as estimated or certified by the Indiana Department of Local Government Finance and the Indiana Department of Education), or (b) a township, in a principal amount in excess of 80% of the semiannual levy and the other revenues which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (as estimated or certified by the Indiana Department of Local Government Finance)), and (ii) not consent, pursuant to the Warrant Purchase Agreement, to the issuance by a Qualified Entity of any parity obligations similar to the Warrants in an amount, which, together with other warrants outstanding for a fund, would exceed 80% of such semiannual levy which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (or, in the case of: (a) a school corporation, the issuance by such school corporation of any parity obligations similar to the Warrants in an amount, which, together with other Warrants outstanding for a fund, would exceed 80% of such semiannual levy

and State tuition support distributions, which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable, or (b) a township, in a principal amount in excess of 80% of the semiannual levy and the other revenues which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable), unless the Bond Bank provides written notice thereof to S&P.

SECTION 5.13. Bond Bank Covenants with Respect to Warrants.

A. The Bond Bank covenants and agrees that, to the extent that such action would not adversely affect the validity of the Warrants, in the event of a default in the payment of sums due under any Warrant, it will instruct the Trustee to pursue the remedy set forth in Section 5-1.5-8-5 of the Act, as amended from time to time, and the Trustee covenants and agrees to follow such instructions in accordance with the Act.

B. The Bond Bank covenants and agrees that it will (i) diligently enforce and take all steps, actions and proceedings reasonably necessary in the judgment of the Bond Bank to protect its rights with respect to any Warrant and to enforce all terms, covenants and conditions of the Warrants and the Warrant Purchase Agreements and (ii) enforce or authorize or require the enforcement of all remedies available to the owners or holders of the Warrants, unless the Bond Bank provides the Trustee and the Bank with a Positive Cash Flow Certificate which gives effect to the Bond Bank's omission or failure to enforce or to authorize the enforcement of such remedies; provided, however, that all decisions as to the enforcement of particular remedies shall be within the sole discretion of the Trustee, unless the Bank is the only owner of Outstanding Notes, in which case, all decisions as to the enforcement of particular remedies shall be within the sole discretion of the Bank.

C. The Bond Bank covenants and agrees that it will not (i) permit or agree to any material change in any Warrant or (ii) sell or dispose of any Warrant, unless (a) the Bond Bank supplies the Trustee and the Bank with a Cash Flow Certificate giving effect to any such action, and (b) the Trustee and the Bank each provide their prior written approval of such action to the Bond Bank.

SECTION 5.14. Recording and Filing. The Bond Bank covenants and agrees to cause to be kept and filed all financing statements related to this Indenture and all supplements hereto and such other documents as may be necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the owners of the Notes and the rights of the Trustee hereunder. In carrying out its duties under this Section, the Bond Bank shall be entitled to rely on an opinion of counsel acceptable to the Bond Bank specifying what actions are required to comply with this Section.

SECTION 5.15. Accounts and Reports.

A. The Bond Bank covenants and agrees to keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program and the Funds and Accounts established by this Indenture. Such books and all other books and papers of the Bond Bank and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee, the Bank

and the owners of an aggregate of at least five percent in principal amount of the Notes then Outstanding or their representatives duly authorized in writing.

B. The Trustee covenants and agrees to provide to the Bond Bank prior to August 10, 2016, a statement of the amount on deposit in each Fund and Account as of July 15, 2016, and of the total deposits to and withdrawals from each Fund and Account since the beginning of calendar year 2016.

C. The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Owners (or a designated representative thereof) of an aggregate of not less than five percent in principal amount of the Notes then Outstanding who file or have filed a written request therefor with the Trustee.

SECTION 5.16. Annual Budget. The Bond Bank shall adopt an annual budget covering its fiscal operations for the succeeding Fiscal Year of the Bond Bank not later than July 1, 2016, and file the same with the Trustee and with such officials of the State as required by the Act, as then amended, which budget shall be open to inspection by any Owner of the Notes. In the event the Bond Bank shall not adopt an annual budget for the succeeding Fiscal Year on or before July 1, 2016, the budget for the preceding Fiscal Year shall be deemed to have been adopted and be in effect for the succeeding Fiscal Year until the annual budget for such Fiscal Year shall have been adopted as above provided. The Bond Bank may at any time adopt an amended annual budget in the manner provided in the Act.

SECTION 5.17. Monitoring Investments. The Bond Bank covenants and agrees to review regularly the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, together with other anticipated Revenues, for the payment of the debt service on the Outstanding Notes.

SECTION 5.18. Cash Flow Certificates.

A. At any time that the provisions of this Indenture shall require that a Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Notes, such certificate shall be prepared by an independent accountant or firm of independent accountants in accordance with this Section. Such certificate shall set forth:

i. The Revenues expected to be received on all Warrants financed or expected to be financed with proceeds of Outstanding Notes or with Revenues expected to be available for the purpose of financing additional purchases of Warrants;

ii. All other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts (other than the Rebate Fund) and the rates or yields used in estimating such amounts;

iii. All moneys expected to be in the Funds and Accounts (other than the Rebate Fund);

- iv. The principal and interest due on all Notes on each Payment Date; and
- v. The amount, if any, of any Program Expenses expected to be paid out of Revenues.

B. In preparing any Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment of Notes for which amounts have been set aside. The making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the payment of the Notes and amounts to be used to provide for the costs of issuance of the Notes. The amounts of existing Warrants, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Cash Flow Certificate is delivered, but shall be adjusted to give effect to any scheduled payments of principal of or interest on Warrants, payments or proceeds with respect to Investment Securities and expenditures of cash expected to be received or made by the Bond Bank through the end of the then current month.

SECTION 5.19. Preservation of Tax Exemption.

A. The Bond Bank hereby covenants and agrees to take all actions and not to fail to take any actions, which are necessary in order to protect and preserve the excludability of the interest on the Notes from gross income under Section 103 of the Code for federal income tax purposes.

B. The Trustee covenants and agrees not to take any action or omit to take any action or permit any action or omission, which is within its control to be taken or omitted and would, to its knowledge, impair the excludability of the interest on any of the Notes from gross income for federal income tax purposes. Notwithstanding the foregoing, the Trustee is not obligated to investigate the effect on the tax-exempt status of the Notes of its compliance with the directions of the Bond Bank.

C. Without limiting Section 5.19(A) and (B) hereof, the Bond Bank further covenants and agrees that it will not take any action or fail to take any action, with respect to the investment of the proceeds of any Notes or with respect to the investment or application of any payments of the principal of or interest on any Warrant or any other agreement or instrument entered into in connection therewith or with the issuance of the Notes, including, but not limited to, the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting any Notes as “arbitrage bonds” within the meaning of Section 148 of the Code. The Bond Bank further agrees that it will not act in any other manner, which would adversely affect the excludability of the interest on any Notes from gross income for federal income tax purposes.

SECTION 5.20. Covenants Relating to the Credit Facility Agreement. With respect to the Bond Bank's payment of the Credit Obligations (as defined in the Credit Facility Agreement), the Bond Bank further agrees and covenants with the Bank as follows:

A. The Bond Bank agrees and covenants to review regularly the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of the principal of and interest on the Warrants, together with other Revenues deposited or anticipated to be deposited in the General Fund under this Indenture, shall be sufficient to provide for the timely payment of the principal of and interest on the Notes; and

B. The Bond Bank covenants to comply with the Credit Facility Agreement, and the Trustee covenants to perform all duties and responsibilities specifically authorized under this Indenture in order to effect the Bond Bank's compliance with the Credit Facility Agreement.

SECTION 5.21. Qualified Entities' Commitment to Continuing Disclosure. Pursuant to the terms of the various Warrant Purchase Agreements between the Bond Bank and each Qualified Entity, each Qualified Entity has undertaken responsibility for compliance with certain continuing disclosure requirements with respect to Securities and Exchange Commission Rule 15c2-12, consisting of providing notice to the Bond Bank of certain Listed Events (as defined in the Warrant Purchase Agreements) with respect to a Qualified Entity's Warrants. Notwithstanding any other provision of this Indenture, failure of the Qualified Entity to comply with the Warrant Purchase Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of the holders of at least 25% in aggregate principal amount of Notes Outstanding, shall) or any Noteholder or Beneficial Owner may seek a mandate or specific performance by court order to cause a Qualified Entity to comply with its disclosure obligations under its respective Warrant Purchase Agreement.

SECTION 5.22. Bond Bank's Commitment to Continuing Disclosure. Pursuant to the terms of the Continuing Disclosure Agreement, the Bond Bank has undertaken to comply with certain continuing disclosure requirements with respect to Securities and Exchange Commission Rule 15c2-12. Each of the Trustee and the Bond Bank hereby covenants and agrees that it will comply with and carry out all the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture, failure of the Bond Bank or the Trustee to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of the holders of at least 25% in aggregate principal amount of Notes Outstanding, shall) or any Noteholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking a mandate or specific performance by court order, to cause the Bond Bank to comply with its disclosure obligations under the Continuing Disclosure Agreement or to cause the Trustee to comply with its obligations under this Section.

(End of Article V)

ARTICLE VI

Defaults and Remedies

SECTION 6.1. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default” with respect to the Notes and this Indenture:

A. A default occurs in the due and punctual payment of the principal of or interest on any Note; or

B. A default is made by the Bond Bank in the performance or observance of any other of the covenants, agreements or conditions on its part, as set forth in this Indenture, any Warrant Purchase Agreement or the Notes, and such default shall have continued for a period of 60 days after the Bond Bank shall have been given written notice of such default in accordance with Section 6.7 hereof; or

C. Any warranty, representation or other statement by or on behalf of the Bond Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and there has been a failure to remedy the same within a period of 60 days after the Bond Bank shall have been given written notice of such default in accordance with Section 6.7 hereof; or

D. Failure of the Bond Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or

E. A petition is filed against the Bond Bank 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

F. The Bond Bank files a voluntary petition in bankruptcy or seeking relief under any provision 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

G. The Bond Bank 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 Bond Bank 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

H. The Bond Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

I. The Trustee has received notice from the Bank that an event of default under the Credit Facility Agreement has occurred and the Bank has exercised its right to terminate the Credit Facility thereunder.

SECTION 6.2. Rights and Remedies.

A. Upon the occurrence and continuance of an Event of Default with respect to the Notes, the Trustee shall notify the owners of all Notes then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

i. The Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of and interest on any outstanding Warrants, subject to their terms, and to enforce the payment of the principal of and interest on the Notes when due.

ii. The Trustee may by action or suit in equity require the Bond Bank to account as if it were the trustee of an express trust for the holders of the Notes and may take such action with respect to the Warrants as the Trustee deems necessary or appropriate and in the best interest of the Noteholders, subject to the terms of the Warrants.

iii. Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and the Noteholders under this Indenture, 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.

iv. Upon the occurrence and continuance of an Event of Default under Section 6.1(A) or (D) hereof, the Trustee shall request payment from the Bank under the Credit Facility at such time, in such amount and pursuant to such procedures as are set forth in Section 4.6 hereof.

v. Upon the occurrence of an Event of Default under Section 6.1(I) hereof, the Trustee shall request payment from the Bank under the Credit Facility prior to the termination of the Credit Facility in an amount equal to the total amount available to be requested under the Credit Facility.

vi. Upon the occurrence and continuance of an Event of Default, and if requested so to do by the Owners of a majority of the aggregate principal amount of all Notes then Outstanding and if indemnified as provided in Section 7.1(L) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Noteholders.

vii. Upon the occurrence and continuance of an Event of Default and in the event the Bank (i) has been deemed an Owner of the Notes pursuant to Section 10.2 hereof, (ii) is the only Owner of Outstanding Notes and (iii) has requested the Trustee in writing so to do, and, further, if the Trustee is indemnified as provided in Section 7.1(L) hereof, the Trustee shall be obligated to exercise one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by counsel and the Bank, shall deem most expedient in the interest of the Bank as Noteholder.

B. Under no circumstances, however, will the Trustee be entitled to accelerate the maturity of the principal of any of the Notes.

C. Subject to Sections 5.21 and 5.22 hereof, no owner of any Note shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for any other remedy hereunder unless: (i) a default has occurred, of which the Trustee has been notified as provided in Section 7.1(H) hereof or, of which, by said subsection, it is deemed to have notice; (ii) such default has become an Event of Default and the Owners of not less than a majority of the aggregate principal amount of all Notes then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers and remedies hereinbefore granted or to institute such action, suit or proceeding in its own name; (iii) such Owners of the Notes have offered to the Trustee indemnity as provided in Section 7.1(L) hereof; and (iv) the Trustee has thereafter refused, or after 60 days subsequent to receipt of such request and such indemnification has failed, to exercise the powers and remedies hereinbefore granted or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, or to the appointment of a receiver or any action or cause of action for the enforcement of this Indenture, or to any other remedy hereunder. No one or more Owners of the Notes shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder, except in the manner provided herein, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all of the Notes then Outstanding. Nothing contained in this Indenture, however, shall affect or impair the right of any Owner of any Note to enforce the payment of the principal of and interest on such Note or the limited obligation of the Bond Bank to pay the principal of and interest on each of the Notes at the time and place, from the source and in the manner expressed herein and in such Note.

D. No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Noteholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given to the Trustee or the Noteholders hereunder or now or hereafter existing at law, 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.

E. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient. No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Noteholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 6.3. Right of Noteholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, but subject to the provisions of Sections 6.2 and 7.1 hereof, the Owners of a majority in aggregate principal amount of all Notes 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 Indenture or the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and this Indenture.

SECTION 6.4. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes or the production thereof in any trial or other proceeding relating 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 Owner of the Notes, and any recovery of judgment shall be for the equal benefit of the Owners of all of the Outstanding Notes.

SECTION 6.5. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then and in every such case, the Bond Bank, the Trustee and the Noteholders shall be restored to their former positions and shall have their former rights hereunder with regard to the property herein subject to the Indenture, and all rights, remedies and powers of the Trustee and the Owners of the Notes shall continue as if no such proceeding had been taken.

SECTION 6.6. Waivers of Events of Default. The Trustee may, at its discretion and with the consent of the Bank, waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (A) more than 65% in aggregate principal amount of all Notes then Outstanding, with respect to which an Event of Default in the payment of the principal of or interest on any Note exists, or (B) more than 50% in aggregate principal amount of all Notes then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (A) any Event of Default in the payment of the principal of any Outstanding Note at the date of maturity specified therein or (B) any Event of Default in the payment when due of the interest on any Outstanding Note, unless, prior to such waiver, all arrears of payments of principal or interest due, as the case may be, with interest on overdue principal at the rate borne by such Note, 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 rescission, or in case 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 Bond Bank, the Trustee and the Noteholders shall be restored to their former positions and shall have their former rights hereunder, but no such waiver or rescission shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

SECTION 6.7. Notice of Defaults. Anything herein or to the contrary notwithstanding, no default specified in Section 6.1(B) or (C) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee or the Bank or by the owners of not less than 25% in aggregate principal amount of all Notes then Outstanding to the Bond Bank, and the Bond Bank shall have had 60 days after receipt of such notice to correct such default or cause such default to be corrected and shall not have corrected such default or caused such default to be corrected within such period; provided, however, if any default specified in Section 6.1(B) or (C) hereof shall be such that it is correctable, but cannot be

corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Bond Bank within the applicable period and diligently pursued until the default is corrected. If a default is cured under this Section, it shall not constitute an Event of Default. With regard to any alleged Event of Default, the notice of which is given to the Bond Bank under the provisions of this Section, the Bond Bank hereby grants to the Trustee full authority for the account of the Bond Bank to perform any covenant or obligation, the failure of the performance of which is alleged in such notice to constitute an Event of Default, in the name and stead of the Bond Bank with full power to do any and all things and acts to the same extent that the Bond Bank could do and perform any such things and acts and with power of substitution.

(End of Article VI)

ARTICLE VII

The Trustee

SECTION 7.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform such trusts and duties with the same degree of care and skill as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

A. The Trustee, prior to the occurrence of any Event of Default or after the curing or waiving of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture in accordance with the standard specified in the clause preceding this subsection;

B. The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers, but shall not be answerable for the conduct of the same, if appointed with due care by the Trustee, and shall be entitled to act upon the opinion or advice of its counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of counsel or an accountant (which may also be counsel to or employed by the Bond Bank) approved by the Trustee in the exercise of reasonable care and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken by it in good faith and in accordance with any such opinion or advice of counsel or an accountant;

C. The Trustee shall not be responsible for any recital herein or in the Notes (except with respect to the certificate of authentication of the Trustee endorsed on the Notes), or for the recording or rerecording, filing or refiling of this Indenture or financing or continuation statements related to the Indenture, or for the validity of the execution by the Bond Bank of this Indenture or any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Notes issued hereunder or intended to be secured hereby, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Bond Bank or the Qualified Entities in connection with the matters referred to in this Indenture, except as set forth herein, and the Trustee shall not be responsible or liable for any loss suffered or adverse tax consequences in connection with any investment of moneys made by it in accordance with Section 4.9 hereof;

D. The Trustee shall not be accountable for the use of any Notes authenticated or delivered hereunder. The Trustee may in good faith buy, sell, own, hold and deal in any of the Notes and may join in any action which any Noteholder may be entitled to take with like effect as if the Trustee were not a party to this Indenture. To the extent permitted by law, the Trustee may establish or maintain any commercial banking relationship with any Qualified Entity and may act as depository for, and permit any of its officers or directors to act as a member of, or in

any other capacity with respect to, any committee formed to protect the rights of Noteholders or effect or aid in any reorganization growing out of enforcement of the Notes or the Indenture, whether or not any such committee shall represent the owners of a majority in principal amount of the Notes Outstanding. The Trustee may also engage or be interested in any financial or other transaction with the Bond Bank or the Qualified Entities; provided that if the Trustee determines that any such relation is in conflict with its duties under this Indenture, it shall eliminate the conflict or resign as Trustee;

E. The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bond Bank. Any action taken by the Trustee pursuant to this Indenture upon the request, authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Note, shall be conclusive and binding upon all future owners of the same Note and Notes issued in exchange therefor or in place thereof;

F. 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 to rely upon a certificate signed on behalf of the Bond Bank by an Authorized Officer as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (H) of this Section, or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of such Authorized Officer to the effect that a resolution in the form therein set forth has been adopted by the Bond Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect;

G. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. The Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.3 hereof;

H. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except failure by the Bond Bank to cause to be made any of the payments to the Trustee required to be made by Article IV hereof, unless the Trustee shall be specifically notified in writing of such default by the Bond Bank, the Bank or the Owners of an aggregate of at least 25% in principal amount of the Notes then Outstanding. All notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the designated corporate trust operations office of the Trustee, and, in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid;

I. At any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, accountants and representatives shall have the right, but shall not be required, to inspect all books, papers and records of the Bond Bank pertaining to the Warrants, the

Warrant Purchase Agreements and the Notes, and to make copies thereof and take such memoranda therefrom and in regard thereto as may be desired;

J. The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers under this Indenture; provided, that the Trustee shall continue to maintain in full force and effect its errors and omissions insurance and fidelity bonds or insurance in amounts reasonably deemed to be sufficient to meet its fiduciary obligations hereunder;

K. Notwithstanding anything contained elsewhere in this Indenture, the Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of any Notes, the withdrawal or disbursement by the Trustee of any cash or any action whatsoever within the scope of this Indenture, any showings, certificates, opinions or other information, or action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action, deemed by the Trustee desirable for the purpose of establishing the right of the Bond Bank to the authentication of any Notes, the withdrawal or disbursement of any cash or the taking of any other action by the Trustee;

L. Before taking any action under Section 6.2 hereof or in the event the taking of such an action by the Trustee may, in the Trustee's reasonable judgment, appear imminent or result from a reasonably foreseen event or circumstance, the Trustee may require that satisfactory indemnity from an entity of substance be furnished to it for the reimbursement of all expenses, including, but not limited to, attorneys' fees, which it may incur or advance, and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken;

M. All moneys received by the Trustee shall, until used, applied or invested as provided herein, be held in trust in the manner and 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 have no liability for interest on any moneys received hereunder, except such as may be agreed upon; and

N. In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of holders of Notes, each representing more than the required aggregate principal amount of the Notes Outstanding required to take a particular action pursuant to the provisions of this Indenture, the Trustee, in its sole discretion, may determine what action, if any, shall be taken in accordance with the terms of this Indenture.

O. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Bond Bank shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. The Bond Bank shall follow up any unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, by immediately mailing the original documents to the Trustee. If the Bond Bank elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon

such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reasonable reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Bond Bank agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 7.2. Fees, Charges and Expenses of the Trustee.

A. The Bond Bank shall pay to the Trustee reasonable compensation for all services performed by the Trustee hereunder and also the reasonable expenses, charges and other disbursements of the Trustee and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder, but all such liability of the Bond Bank for payments under this Section shall be limited to the General Fund (excluding the initial acceptance fee of the Trustee and any other fees and expenses of the Trustee payable out of the Costs of Issuance Fund). Prior to the payment in full of the Notes within the meaning of Article IX hereof, the Trustee shall be entitled to receive compensation and to recover such expenses, charges and other disbursements only from moneys on deposit in the General Fund.

B. To the extent not prohibited by law, the Bond Bank shall indemnify the Trustee for, and hold the Trustee harmless against, any loss, liability or expense, including, without limitation, attorney expenses incurred without negligence or willful misconduct on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim of liability in the premises, but shall be specifically limited to and payable only from amounts in the General Fund, if any. The obligations of the Bond Bank under this Section to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of the Indenture or the resignation or removal of the Trustee. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien upon the Trust Estate for the foregoing fees, charges and expenses, including counsel fees, incurred by the Trustee, with the right to receive payment prior to any payment on account of the principal of or interest on any Note.

SECTION 7.3. Notice to Noteholders if an Event of Default Occurs. If an Event of Default occurs and is continuing, of which the Trustee is by Section 7.1(H) hereof required to take notice, or, if notice thereof has been given as provided in such Section 7.1(H), then the Trustee shall, as soon as is practicable, give written notice thereof to the owners of the Notes in the manner provided in Section 11.7 hereof.

SECTION 7.4. Intervention by Trustee. In any judicial proceedings, to which the Bond Bank is a party and which in the opinion of the Trustee and its counsel have a substantial bearing on the interests of the Owners of the Notes, the Trustee may intervene on behalf of the Owners of the Notes and shall do so if requested in writing by the Owners of a majority of the aggregate principal amount of the Notes then Outstanding; provided, that the Trustee shall first have been offered such reasonable indemnity as it may require against the costs, expenses, including, but

not limited to, attorneys' fees, and liabilities which it may incur in or by reason of such proceeding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

SECTION 7.5. Successor Trustee. Any corporation or association, into which the Trustee may be merged or with which it may be consolidated or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such merger, consolidation or transfer, to which it is a party (a "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, discretion, immunities and 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, however, that within 30 days after the effective date of a Reorganization, the Bond Bank may request that such successor corporation or association resign as Trustee hereunder by filing a written notice with such successor corporation or association and, promptly thereafter, by mailing a copy of its written notice to the Bank, the Qualified Entities and each Noteholder. Upon receiving such a request, such successor corporation or association shall resign as provided in Section 7.6 hereof, and a successor or temporary Trustee shall be appointed in accordance with Section 7.8 hereof. If no notice is given within such 30-day period, such successor corporation or association shall continue as Trustee, subject to Sections 7.6 and 7.7 hereof.

SECTION 7.6. Resignation by Trustee. The Trustee may at any time and for any reason resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trusts and specifying the date when such resignation shall take effect and mailing the same to the Bond Bank, the Bank, the Qualified Entities and the registered owners of the Notes then Outstanding in the manner provided in Sections 11.6 and 11.7 hereof not less than 30 days before the date specified in such instrument when such resignation shall take effect. Such resignation shall take effect on the day specified in such instrument and notice, unless previously a successor Trustee shall be appointed by the Noteholders or the Bond Bank, in which event such resignation shall take effect immediately on the appointment of such successor Trustee. In no event shall such resignation take effect prior to the appointment of such successor Trustee.

SECTION 7.7. Removal of Trustee. 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 the Bond Bank and signed by the Owners of a majority in aggregate principal amount of the Notes then Outstanding, but in no event shall such removal be effective prior to the appointment of a successor Trustee in accordance with Section 7.8 hereof and the acceptance of such appointment by the successor Trustee. Notice of such removal shall be given promptly to the holders of all Notes then Outstanding other than those holders of Notes who signed the instrument or instruments removing the Trustee under this Section.

SECTION 7.8. Appointment of Successor Trustee by the Noteholders; Temporary Trustee.

A. In case the Trustee hereunder shall resign, be removed or be dissolved, or shall be in the 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 Trustee may be appointed by the Owners of a majority in aggregate principal amount of the Notes then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners or by their duly authorized legal representatives; provided, nevertheless, that in case of such vacancy, the Bond Bank by an instrument executed and signed by its Chair or Vice Chair and attested by its Executive Director, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Noteholders in the manner above provided. Any such temporary Trustee so appointed by the Bond Bank shall immediately and without further act be superseded by the Trustee so appointed by such Noteholders. In the event no successor Trustee is appointed by the Noteholders within 90 days after the appointment by the Bond Bank of a temporary Trustee under this Section, such temporary Trustee shall become the successor Trustee. In the event that a temporary or successor Trustee is not appointed, the Trustee shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder.

B. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing within the State having or affiliated with an entity 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 trusts under this Indenture upon reasonable and customary terms. Notice of the appointment of a temporary or successor Trustee shall be given in the manner provided in Section 7.6 hereof.

SECTION 7.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Bond Bank, the Bank and each Qualified Entity an instrument in writing accepting such appointment hereunder and shall make arrangements (including notification of all Qualified Entities) satisfactory to the Bond Bank and with its predecessor for the performance of its functions under this Indenture, and the predecessor Trustee shall, upon written request of the Bond Bank and the payment of all fees and expenses, including counsel fees, which may be deemed owing to the predecessor Trustee pursuant to Section 7.2 hereof, execute and deliver an instrument transferring to such successor Trustee all of the estates, properties, rights, powers and trusts of the predecessor Trustee, together with all securities and moneys held by it as Trustee hereunder, and, thereupon, such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all of the estates, properties, rights, powers, trusts, duties and obligations of such predecessor hereunder. Should any instrument in writing from the Bond Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estates, properties, rights, powers, trusts, duties and obligations hereby vested or intended to be vested in the predecessor, any and all of such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bond Bank. 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 Article, shall be filed or recorded by the

successor Trustee in each recording office in which this Indenture shall have been filed or recorded.

SECTION 7.10. Co-trustees. In the event that the Trustee, with the approval of the Bond Bank, appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture 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, but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them. Should any instrument in writing from the Bond Bank be required by the separate or co-trustee 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 Bond Bank. In case any separate or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or co-trustee, 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.

SECTION 7.11. Trustee Protected in Relying Upon Resolutions, Etc. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash hereunder and the taking or omission of any other action permitted by this Indenture.

SECTION 7.12. Successor Trustee as Trustee of Funds, Paying Agent and Note Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be the Trustee of the funds provided hereunder and the paying agent and the Note Registrar for the principal of and interest on the Notes, and the successor Trustee shall become such Trustee, paying agent and Note Registrar, subject to the provisions of Section 2.10 hereof.

SECTION 7.13. Program Reports. The Trustee shall provide the Bond Bank and the Bank with monthly statements setting forth (A) the account balances in each of the Funds and Accounts maintained under this Indenture, including all investment income credited to such Funds and Accounts in such month, (B) the amount of Warrants then Outstanding for each Qualified Entity, and (C) the disbursements made from the Costs of Issuance Fund and the General Fund.

SECTION 7.14. Notice to S&P. The Trustee shall provide S&P with notice of any Event of Default under this Indenture or any Event of Default under the Credit Facility Agreement.

(End of Article VII)

ARTICLE VIII

Supplemental Indentures

SECTION 8.1. Supplemental Indentures Not Requiring Consent of Noteholders. The Bond Bank and the Trustee, without the consent of, or notice to, any of the Noteholders, but with the written consent of the Bank, may enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- A. To cure any ambiguity, formal defect or omission in this Indenture; or
- B. To grant to or confer upon the Trustee for the benefit of the owners of the Notes then Outstanding any additional benefits, rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Noteholders or the Trustee or to make any change which, in the judgment of the Trustee exercised in accordance with the standards established under Article VII hereof, does not materially and adversely affect the interests of the Noteholders and does not require the unanimous consent of the Noteholders pursuant to Section 8.2 hereof; or
- C. To subject to the lien and pledge of this Indenture for the benefit and security of the owners of the Notes then Outstanding additional revenues, properties or collateral; or
- D. To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof or thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Notes for sale under any federal or state securities laws, and, in connection therewith, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted or required by the Trust Indenture Act of 1939, as amended, or any other federal or state statute; provided, that any such indenture supplemental hereto referred to in this subsection shall not, in the judgment of the Trustee, which may rely on an opinion of counsel, be to the prejudice of the Owners of any of the Notes or grant a privilege, priority or preference to any one Note over any other Note; or
- E. To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new Note Registrar and/or paying agent; or
- F. To modify, amend or supplement this Indenture or any indenture supplemental hereto to enable the Bond Bank to comply with its covenants under Section 5.19 hereof, so long as any such action is not to the material prejudice of any Noteholder; or
- G. To modify, amend or supplement this Indenture or any indenture supplemental hereto in any manner, which, in the reasonable opinion of the Trustee, does not adversely affect in any material respect the security of the Owners of the Notes.

SECTION 8.2. Supplemental Indentures Requiring Consent of Noteholders.

- A. Except for indentures supplemental hereto authorized by Section 8.1 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of

not less than a majority of the aggregate principal amount of all Notes then Outstanding shall have the right from time to time to consent to and approve the execution by the Bond Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Bond Bank for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any indenture supplemental hereto; provided, however, that nothing contained in this Section shall permit, or be construed as permitting, without the consent of the Bank and 100% of the Owners of all Notes then Outstanding: (i) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of payment of interest on, any Notes; or (ii) the creation of any lien on the Trust Estate prior to the lien of this Indenture; or (iii) a reduction in the aforesaid aggregate principal amount of Notes, the Owners of which are required to consent to any such indenture supplemental hereto; or (iv) the granting of a privilege, priority or preference to any of the Notes over any other of the Notes; or (v) any amendment or modification of the trusts, powers, obligations, remedies, rights, duties, privileges or immunities of the Trustee, which shall also require the written consent of the Trustee.

B. If at any time the Bond Bank shall request the Trustee to enter into any such Indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified from an entity of substance with respect to expenses, cause notice of the proposed execution of such Indenture to be given to the Bank and to the Noteholders in the manner provided in Section 11.7 hereof. Such notice shall briefly set forth the nature of the proposed Indenture and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Noteholders. If, within 90 days or such longer period as shall be prescribed by the Bond Bank following the giving of such notice, the Bank and the Owners of not less than a majority (or 100%, if required) of the aggregate principal amount of all Notes Outstanding at the time of the execution of any such Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Note 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 execution thereof, or to enjoin or restrain the Trustee or the Bond Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Indenture as permitted and provided in this Section, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

C. The Trustee may receive an opinion of counsel acceptable to the Bond Bank as conclusive evidence that any Indenture entered into by the Bond Bank and the Trustee complies with the provisions of this Article.

(End of Article VIII)

ARTICLE IX

Defeasance

A. Except as provided in this Article and subject to the provisions of Section 10.2 hereof, if: (i) payment or provision for payment is made to the Trustee of the whole amount of the principal and interest due and to become due upon all of the Notes then Outstanding under this Indenture at the times and in the manner stipulated therein; (ii) all Credit Obligations (as defined in the Credit Facility Agreement) have been discharged and there are no amounts owed by the Bond Bank to the Bank under the Credit Facility Agreement; and (iii) there are paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof; then these presents and the Trust Estate and rights hereby granted shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, release the Warrants and the Warrant Purchase Agreements to the Bond Bank and execute and deliver to the Bond Bank such instruments in writing as shall be required to cancel and discharge the lien hereof, and release, assign and deliver unto the Bond Bank any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Notes, and except as provided in Section 4.8 hereof.

B. Subject to the provisions of Section 10.2 hereof, any Note shall be deemed to be paid within the meaning of this Indenture when: (i) payment of the principal of such Note and interest thereon to the due date thereof either (a) shall have been made or caused to have been made in accordance with the terms thereof or (b) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (I) moneys sufficient to make such payment, (II) Government Obligations of the type described in clause (1) of the definition of "Government Obligations" in the Indenture ("Defeasance Obligations"), which shall not contain provisions permitting the redemption thereof at the option of the issuer, and maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (III) a combination of such moneys and Defeasance Obligations; and (ii) all other sums payable hereunder by the Bond Bank, including the necessary and proper fees and expenses of the Trustee pertaining to the Notes and any amounts required to be rebated to the United States of America, have been paid to or deposited with the Trustee.

C. Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bond Bank also be invested and reinvested in Defeasance Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Defeasance Obligations in the hands of the Trustee pursuant to this Article, which is not required for the payment of principal of and interest on the Notes, with respect to which such moneys shall have been so deposited, shall be deposited in the General Fund as and when realized and collected for use and application, together with other moneys deposited in the General Fund. Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this Article, all moneys or Defeasance Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of principal of and interest on the Notes (including interest thereon, but excluding any amounts set aside for rebate to the United States of America) shall be applied to

and used solely for the payment of the particular Notes (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

D. Upon the deposit with the Trustee, in trust, at or before maturity, of money or Defeasance Obligations in the necessary amount to pay all Outstanding Notes as aforesaid and in compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof, but the limited liability of the Bond Bank in respect of such Notes shall continue; provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Defeasance Obligations deposited with the Trustee as aforesaid. No such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit, unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Notes to be treated as “arbitrage bonds” within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of such Notes, unless the Trustee shall have received a verification from an accountant or a firm of accountants appointed by the Bond Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of and interest on the Notes to the due date.

E. Subject to the provisions of Section 10.2 hereof, when all Notes shall be paid or be deemed to be paid and no longer Outstanding within the meaning of this Article, and all Credit Obligations have been discharged and no amounts are owed by the Bond Bank to the Bank under the Credit Facility Agreement, the Trustee shall release this Indenture and shall turn over to the Bond Bank, or to such person, body or authority as may then be entitled by law to receive the same, any surplus in any of the Funds or Accounts held by the Trustee under this Indenture.

(End of Article IX)

ARTICLE X

Credit Facility

SECTION 10.1. Credit Facility. The Credit Facility shall be a credit facility under the Credit Facility Agreement providing, under the terms and conditions specified therein and in Section 4.6 hereof, for payments to the Trustee for deposit into the General Fund in an amount up to \$6,607,800. Except as specifically required by this Indenture, the terms of the Credit Facility shall be set forth in the Credit Facility Agreement.

SECTION 10.2. Transfer and Assignment of Notes. Upon receipt of payment from the Bank under the Credit Facility Agreement and subsequent payment of the principal of and interest on the Notes by the Bond Bank, and notwithstanding any other provision in this Indenture, the Notes so paid shall remain Outstanding, shall not be deemed defeased or otherwise satisfied, shall not be considered paid by the Bond Bank and shall continue to be due and owing until paid by the Bond Bank with interest at the Reinvestment Rate (as defined in the Warrant Purchase Agreement), and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the Bond Bank to the registered owners of the Notes so paid shall continue to exist and run to the benefit of the Bank, and the Bank shall become subrogated to the rights of the recipients of such payments of the principal of and interest on such Notes and shall be deemed to be the owner of such Notes; provided, however, that any interest in, lien on or pledge of the Trust Estate in favor of the Bank (as holder of such Notes) shall be junior and subordinate to any interest in, lien on or pledge of the Trust Estate in favor of any owner of the Notes other than the Bank. To evidence such subrogation and ownership, the Trustee shall note the Bank's rights as subrogee and owner on the registration books maintained by the Trustee upon receipt from the Bank of the payment to the Bond Bank and payment of the principal and interest to the holders of such Notes.

SECTION 10.3. Repayment of Unused Amounts. After payment in full of all principal of and interest on the Notes, the Trustee shall deliver to the Bank the net amount of any advances under the Credit Facility previously disbursed and not used to make payment on the Notes.

(End of Article X)

ARTICLE XI

Miscellaneous

SECTION 11.1. Nonpresentment of Notes. In the event any Notes shall not be presented for payment when the principal thereof becomes due, and if funds sufficient to pay the principal of and interest on such Notes shall be held by the Trustee for the benefit of the Owner or Owners thereof, all liability of the Bond Bank to the Owner or Owners thereof for the payment of such Notes shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for five years for the benefit of the Owner or Owners of such Notes, without liability to such Owner or Owners for interest thereon, and such Owner or Owners shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Indenture or with respect to such Notes.

SECTION 11.2. Unclaimed Moneys. All moneys which the Trustee shall have withdrawn from the General Fund or shall have received from any other source and set aside for the purpose of paying any of the Notes hereby secured shall be held in trust for the respective owners of such Notes, but any moneys which shall be so set aside or deposited by the Trustee and which shall remain unclaimed by the owners of such Notes for a period of five (5) years after the date on which such Notes shall have become due and payable shall be applied by the Trustee in accordance with the Unclaimed Property Act, Indiana Code 32-34-1, as amended from time to time. Prior to the transfer of any such moneys to the Attorney General of the State in accordance with the Unclaimed Property Act, the Note Registrar will conduct searches in an effort to locate lost owners of such notes using reasonable care to ascertain the correct addresses of all lost owners of such Notes in accordance with the rules governing registered transfer agents promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, but only if and so long as the Note Registrar is a registered transfer agent under those rules. Upon the transfer of such moneys to the Attorney General of the State in accordance with the Unclaimed Property Act, the Bond Bank, the Note Registrar, the paying agent and the Trustee shall have no further responsibility or liability with respect to such moneys, and the Owners of any Notes entitled to such principal or interest shall look only to the State for payment, to the extent provided by law, and then only to the extent of the amounts so received by the State, without any interest thereon.

SECTION 11.3. Consents, etc., of Noteholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Noteholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Noteholders in person or by a legal representative duly authorized in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument, of the writing authorizing any such legal representative and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

A. The fact and date of the execution by any person of any such writing may be provided by the certificate of any officer in any jurisdiction who by law has the power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged

before him the execution thereof, or by the affidavit of any witness to such execution or by any means which the Trustee may reasonably deem to be sufficient; and

B. The fact of ownership by any person of Notes shall be proved by the Note Register maintained by the Note Registrar.

SECTION 11.4. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Notes is intended or shall be construed to give any person or company, other than the parties hereto and the Owners of the Notes, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions contained herein. This Indenture and all of the covenants, conditions and provisions hereof are intended to be and shall be for the sole and exclusive benefit of the parties hereto and the Owners of the Notes as provided herein. Further, in the event that this Indenture is construed to constitute a power of attorney under Indiana Code 30-5, as amended, the terms of this Indenture shall control, and the Trustee shall be limited to those powers expressly granted in this Indenture.

SECTION 11.5. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION 11.6. Notice to Parties. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Bond Bank, if the same shall be duly mailed to the Bond Bank by registered or certified mail addressed to the Indiana Bond Bank, 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204, Attention: Executive Director, or to such other address as the Bond Bank may from time to time file with the Trustee. It shall be sufficient service of any notice, request, demand or other paper on the Trustee, if the same shall be duly mailed to the Trustee by registered or certified mail and addressed to The Huntington National Bank, 45 North Pennsylvania Street, INHP22, Indianapolis, Indiana 46204, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Bond Bank. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Bank, if the same shall be duly mailed to the Bank by registered or certified mail and addressed to JPMorgan Chase Bank, National Association, 1 East Ohio Street, Indianapolis, Indiana 46277-0045, Attention: Nancy A. Dorsa, or to such other address as the Bank may from time to time file with the Bond Bank.

SECTION 11.7. Notice to Noteholders. Any notices or other communications required or permitted to be given to the Noteholders pursuant to this Indenture shall be mailed by first-class mail in a sealed envelope, postage prepaid, addressed to each such Noteholder as his address last appears on the Note Register. In case, by reason of the suspension of or irregularities in regular mail service, it shall be impractical to mail notice to the Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any

manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient manner of giving such notice. Any notice herein required may be omitted if the Owners of all the Notes entitled to such notice give to the Trustee a written waiver of such notice.

SECTION 11.8. Trustee as Note Registrar and Paying Agent. The Trustee is hereby designated as and agrees to act as the Note Registrar and the paying agent for and with respect to the Notes, subject to the provisions of Section 2.10 hereof.

SECTION 11.9. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal or interest on the Notes shall be a day other than a Business Day, then payment of principal or interest need not be made on such date in such city, but may be made (without additional interest) on the next succeeding Business Day with the same force and effect as if made on the date of maturity.

SECTION 11.10. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.11. Governing Law. This Indenture is being executed with the intent that it shall be construed and enforced in accordance with the laws of the State.

(End of Article XI)

IN WITNESS WHEREOF, the Bond Bank has caused this Indenture to be executed on its behalf by its Chair or Vice Chair and duly attested by its Executive Director, and the Trustee, to evidence its acceptance of the trust created hereunder, has caused this Indenture to be executed in its name by its duly authorized officer and duly attested all as of the day and year first written above.

INDIANA BOND BANK

By: Kelly M. Mitchell
Kelly M. Mitchell, Chair

Attest:

Ronald L. Mangus
Ronald L. Mangus, Executive Director

THE HUNTINGTON NATIONAL BANK, as
Trustee

By: _____

Printed: _____

Title: _____

Attest:

By: _____

Printed: _____

Title: _____

IN WITNESS WHEREOF, the Bond Bank has caused this Indenture to be executed on its behalf by its Chair or Vice Chair and duly attested by its Executive Director, and the Trustee, to evidence its acceptance of the trust created hereunder, has caused this Indenture to be executed in its name by its duly authorized officer and duly attested all as of the day and year first written above.

INDIANA BOND BANK

By: _____
Kelly M. Mitchell, Chair

Attest:

Ronald L. Mangus, Executive Director

THE HUNTINGTON NATIONAL BANK, as
Trustee

By:  _____

Printed: Mark A. Hudson

Title: Vice President

Attest:

By:  _____

Printed: Maranda Luja Johnson

Title: Trust Officer

APPENDIX A

FORM OF REGISTERED NOTE

No. 16AR-01

Unless this Note (as hereinafter defined) is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Indiana Bond Bank or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF INDIANA**

**INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTE, SERIES 2016 A**

<u>Interest Rate</u>	<u>Date Of Authentication</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>CUSIP</u>
2.00%	January 28, 2016	January 4, 2017	January 28, 2016	45462TEZ1

Registered Owner: Cede & Co.

Principal Amount: Seventy-Three Million Four Hundred Twenty Thousand Dollars (\$73,420,000)

The Indiana Bond Bank, a separate body corporate and politic, constituting an instrumentality of the State of Indiana (the “State”) for the public purposes set out in Indiana Code 5-1.5, as amended (the “Act”), but not a State agency (the “Bond Bank”), for value received, hereby promises to pay solely from the sources referred to herein, to the Registered Owner specified above, or registered assigns, on the Maturity Date specified above, upon surrender hereof, the Principal Amount specified above and in like manner to pay interest on the Principal Amount from the Original Date specified above, at the Interest Rate per annum specified above payable on the Maturity Date, until the Principal Amount is paid. Interest payable on this Note shall be computed on the basis of a year comprised of 360 days and twelve 30-day months. The principal of and interest on this Note are payable in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

The principal of and interest on this Note shall be paid at the designated corporate trust operations office of The Huntington National Bank, as trustee (the “Trustee”), or at a corporate trust office of any successor Trustee appointed under the Note Indenture, dated as of January 1,

2016 (the "Indenture"), between the Trustee and the Bond Bank. In the event of any default in the payment of interest on this Note, such defaulted interest shall be payable on a payment date established by the Trustee to the person in whose name this Note is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee as Registrar (as defined in the Indenture) to the registered owners of the Notes not less than 15 days preceding such special record date.

This Note and the other Notes, and the interest payable hereon and thereon, are payable solely by the Bond Bank from the Revenues (as defined in the Indenture) and other funds of the Bond Bank pledged therefor under the Indenture, which Revenues and funds include principal payments and interest payments with respect to Warrant Purchase Agreements and Warrants (as such terms are defined in the Indenture) issued thereunder and purchased by the Bond Bank. The Bond Bank has no taxing power. This Note and all other Notes, both as to principal and interest, do not constitute a debt, liability, pledge of the faith and credit or loan of the credit of the State or any political subdivision thereof under the constitution and statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof. The issuance of the Notes under the provisions of the Act does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy or pledge any form of taxation whatsoever to pay the principal of or interest on the Notes, to levy any form of taxation for the payment thereof or to make any appropriation for their payment, and such Notes do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof.

This Note is issued with the intent that the laws of the State shall govern its construction.

This Note is one of an authorized series of Notes of the Bond Bank in the aggregate principal amount of \$73,420,000, designated as "Advance Funding Program Notes, Series 2016 A," dated January 28, 2016 (the "Notes"), authorized by a resolution of the Bond Bank, issued under the Indenture and secured by the Indenture, pursuant to and in full compliance with the laws of the State, particularly the Act. The Notes are issued for the purpose of making funds available to the Trustee for the purchase by the Trustee on behalf of the Bond Bank of Warrants, consisting generally of special obligations issued in anticipation of the receipt of ad valorem taxes levied and in the course of collection, to be issued by certain Indiana counties, school corporations, cities, towns, townships, library corporations and other qualified entities under the Act authorized to issue Warrants under State law (the "Qualified Entities") (and, in the case of: (1) a school corporation, may alternatively be, in the discretion of the Bond Bank, special obligations issued in anticipation of the receipt of ad valorem taxes levied and State tuition support distributions in the course of collection; or (2) a township, may alternatively be, in the discretion of the Bond Bank, special obligations issued in anticipation of the receipt of ad valorem taxes levied and other revenues anticipated to be received in the calendar year in which such obligations are issued), thereby alleviating cash flow difficulties through the financing of the cumulative cash flow deficits of such Qualified Entities.

A copy of the Indenture is on file at the designated corporate trust operations office of the Trustee and reference is hereby made to the Indenture for a description of the rights, duties and

obligations of the Bond Bank, the Trustee, the Qualified Entities and the owners of the Notes, the terms and conditions upon which the Notes are issued and the terms and conditions upon which the Notes will be paid at or prior to maturity or will be deemed to be paid upon the making of or the provision for the payment thereof.

This Note is a special obligation of the Bond Bank payable solely from the payments and revenues derived by the Bond Bank from the Qualified Entities under the Warrants, the moneys held in the funds and accounts established under the Indenture and the income derived from the investment thereof and any other funds at any time deposited with and held by the Trustee under the Indenture and available for such payment. This Note is further secured by a credit facility in the amount of \$6,607,800, provided by JPMorgan Chase Bank, National Association, Indianapolis, Indiana (the "Bank"), pursuant to the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016, between the Bond Bank and the Bank. The Warrant Purchase Agreements between the Bond Bank and each of the Qualified Entities, each of which is on file at the designated corporate trust operations office of the Trustee, set forth the terms and conditions under which the Trustee on behalf of the Bond Bank will be obligated to purchase the Warrants of each such Qualified Entity and the duties and obligations of each such Qualified Entity with respect thereto.

The Notes are issuable only in the form of fully registered Notes in the denomination of \$5,000 each or any integral multiple thereof. This Note is transferable, as provided in the Indenture, only upon the Note Register (as defined in the Indenture) kept for that purpose at the designated corporate trust operations office of the Trustee at the written request of the Registered Owner hereof or his legal representative duly authorized in writing, upon surrender of this Note to the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his legal representative duly authorized in writing. This Note may be exchanged for one or more fully registered Notes in the same aggregate principal amount and maturing on the same date and bearing interest at the same rate in denominations of \$5,000 or any integral thereof at the written request of the Registered Owner hereof or his legal representative duly authorized in writing, upon surrender of this Note to the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his legal representative duly authorized in writing. Thereupon, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer by the person requesting such exchange or transfer, as a condition precedent thereto, a new fully registered Note or Notes shall be issued to the transferee or the person requesting such exchange as provided in the Indenture.

The Bond Bank and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof or the interest due hereon and for all other purposes, and neither the Bond Bank nor the Trustee shall be affected by any notice to the contrary, subject, however, to the provisions set forth in the Warrant Purchase Agreements and the Continuing Disclosure Agreement (as defined below).

This Note is not subject to redemption prior to its maturity.

The Registered Owner of this Note shall have no right to enforce the provisions of the Indenture or any Warrant Purchase Agreement or Warrant, to institute action to enforce the pledge, assignment or covenants therein, to take any action with respect to any event of default under the Indenture or any Warrant Purchase Agreement or Warrant or to institute, appear in or defend any suit, action or other proceeding at law or in equity with respect thereto, except as provided in the Indenture. Modifications or alterations of the Indenture or any Warrant Purchase Agreement, or any supplements thereto, may be made only to the extent permitted by and in accordance with the Indenture.

Pursuant to the Warrant Purchase Agreements, each Qualified Entity has covenanted to each Registered Owner to provide notice of the occurrence of certain Listed Events (as defined in the Warrant Purchase Agreements) with respect to each Qualified Entity's Warrants. Pursuant to the Continuing Disclosure Agreement between the Bond Bank and the Trustee, as counterparty (the "Continuing Disclosure Agreement"), the Bond Bank has covenanted to each Registered Owner to provide notice of the occurrence of certain events. By its payment for and acceptance of this Note, the Registered Owner assents to the Warrant Purchase Agreements and the Continuing Disclosure Agreement and to the exchange of such payment and acceptance for such covenants.

The Bond Bank hereby certifies, recites and declares: that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of the Notes, together with all other obligations of the Bond Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bond Bank; and that the Revenues pledged to the payment of the principal of and interest on the Notes, as the same become due, are designed to be sufficient for that purpose.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by a duly authorized representative of the Trustee.

IN WITNESS WHEREOF, the Bond Bank has caused this Note to be executed in its name and on its behalf by the manual or the facsimile signature of its Chair and attested by the manual or the facsimile signature of its Executive Director and a manual or facsimile of its seal to be imprinted or impressed hereon, all as of the 28th day of January, 2016.

INDIANA BOND BANK

By: _____
Chair

(Seal)

Attest:

Executive Director

CERTIFICATE OF AUTHENTICATION

This Note is one of the Advance Funding Program Notes, Series 2016 A, issued and delivered pursuant to the provisions of the Indenture.

THE HUNTINGTON NATIONAL BANK,
as Trustee

By: _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of
survivorship and not as tenants in common

UNIF TRANS MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

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

(Please print or typewrite name, address and social security or other tax identification number of the assignee and insert the number for the first named transferee if held by joint account)
this Note and all rights hereunder and hereby irrevocably constitutes and appoints _____, as attorney, to transfer this Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

REGISTERED OWNER:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined in SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Note in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation or anyone in a representative capacity, proof of authority to act must accompany this assignment.

APPENDIX B

**DESCRIPTION OF QUALIFIED ENTITIES AND WARRANTS ACQUIRED BY THE
BOND BANK**

2016 Advance Funding
Principle Summary

Qualified Entity	Fund	Matures 6/30/16	Matures 12/30/16	Total
Attica Consolidated School Corp	CP	\$ -	\$ 87,478.00	\$ 87,478.00
Attica Consolidated School Corp	DS	-	212,980.00	212,980.00
Baugo Community Schools	CP	-	437,285.00	437,285.00
Baugo Community Schools	T	20,821.00	311,994.00	332,815.00
Beech Grove City Schools	DS	-	1,089,143.00	1,089,143.00
Beech Grove City Schools	PDS	34,606.00	97,028.00	131,634.00
Beech Grove City Schools	REF	313,911.00	583,938.00	897,849.00
Brazil Public Library	O	-	108,210.00	108,210.00
Brownsburg Community School Corporation	DS	-	5,078,622.00	5,078,622.00
Center Grove Comm. School Corp.	CP	-	1,768,986.00	1,768,986.00
Center Grove Comm. School Corp.	T	-	731,585.00	731,585.00
City of Beech Grove	G	550,000.00	899,038.00	1,449,038.00
City of Beech Grove	PP	15,278.00	15,278.00	30,556.00
City of Hobart	G	1,429,055.00	4,615,056.00	6,044,111.00
City of Lawrence	G	-	2,380,410.00	2,380,410.00
City of Marion	A	42,763.00	80,496.00	123,259.00
City of Marion	CCD	-	84,913.00	84,913.00
City of Marion	DS	54,238.00	54,238.00	108,476.00
City of Marion	G	87,052.00	4,932,143.00	5,019,195.00
City of Marion	MV	180,024.00	180,024.00	360,048.00
City of Marion	P&R	120,074.00	185,424.00	305,498.00
City of Marion	PB	-	90,874.00	90,874.00
City of Portage	EMB	952,206.00	1,009,762.00	1,961,968.00
City of Portage	G	1,051,766.00	3,379,854.00	4,431,620.00
City of Portage	MV	352,616.00	441,506.00	794,122.00
City of Portage	P&R	115,375.00	323,708.00	439,083.00
City of Valparaiso	F	275,745.00	2,232,954.00	2,508,699.00
Crawfordsville Community School Corporation	CP	251,184.00	309,516.00	560,700.00
Crawfordsville Community School Corporation	DS	-	706,087.00	706,087.00
Crawfordsville Community School Corporation	PDS	-	113,724.00	113,724.00
Crawfordsville Community School Corporation	REF	-	349,178.00	349,178.00
Crawfordsville Community School Corporation	T	171,022.00	275,531.00	446,553.00
Decatur Township - Marion County	F	193,079.00	2,048,248.00	2,241,327.00
DeKalb County Eastern Comm. School Dist.	CP	240,384.00	1,002,642.00	1,243,026.00
DeKalb County Eastern Comm. School Dist.	DS	-	1,198,400.00	1,198,400.00
DeKalb County Eastern Comm. School Dist.	T	34,383.00	487,724.00	522,107.00
DeKalb County Eastern Comm. School Dist.	TB	-	6,905.00	6,905.00
Elkhart Public Library	O	-	322,922.00	322,922.00
Evansville-Vanderburgh School Corporation	CP	-	1,485,605.00	1,485,605.00
Evansville-Vanderburgh School Corporation	T	-	3,423,496.00	3,423,496.00
Jay School Corporation	CP	-	1,100,000.00	1,100,000.00
M.S.D. of Wabash County	CP	-	721,133.00	721,133.00
M.S.D. of Wabash County	T	-	122,053.00	122,053.00
M.S.D. of Warren Township	CP	-	1,434,138.00	1,434,138.00
M.S.D. of Warren Township	T	486,596.00	2,310,882.00	2,797,478.00
Mishawaka-Penn-Harris Public Library	DS	-	53,838.00	53,838.00
Mishawaka-Penn-Harris Public Library	O	-	362,659.00	362,659.00
Monroe Central School Corporation	CP	86,511.00	230,657.00	317,168.00
Monroe Central School Corporation	T	66,985.00	266,531.00	333,516.00
Monroe Central School Corporation	TB	31,261.00	58,987.00	90,248.00
North Vermillion Comm School Corp	CP	-	332,479.00	332,479.00
North Vermillion Comm School Corp	T	85,950.00	85,950.00	171,900.00
Northwestern Cons. School Corp of Shelby County	CP	67,041.00	417,152.00	484,193.00

Northwestern Cons. School Corp of Shelby County	T	-	159,833.00	159,833.00
Penn Township - St. Joseph County	F	-	524,707.00	524,707.00
Plainfield Community School Corporation	CP	222,724.00	1,588,647.00	1,811,371.00
Plainfield Community School Corporation	T	-	353,705.00	353,705.00
Randolph Central School Corporation	CP	-	315,435.00	315,435.00
Randolph Central School Corporation	PDS	-	3,201.00	3,201.00
Randolph Central School Corporation	T	-	256,208.00	256,208.00
Rensselaer Central School Corporation	T	-	189,726.00	189,726.00
Richland-Bean Blossom C S C	DS	-	1,592,258.00	1,592,258.00
Richland-Bean Blossom C S C	T	344,388.00	355,317.00	699,705.00
School City of Hobart	CP	-	524,747.00	524,747.00
School City of Hobart	DS	-	395,911.00	395,911.00
School City of Hobart	T	-	405,517.00	405,517.00
South Henry School Corporation	CP	41,588.00	191,072.00	232,660.00
Speedway Public Library	O	-	152,069.00	152,069.00
Taylor Community School Corp	CP	109,633.00	109,633.00	219,266.00
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Washington Township - Hendricks County	F	-	1,200,000.00	1,200,000.00
Wawasee Community School Corp	G	-	960,758.00	960,758.00
Wawasee Community School Corp	T	-	403,392.00	403,392.00
Wayne Township - Allen County	TA	-	922,365.00	922,365.00
Westfield-Washington Schools	CP	331,749.00	331,749.00	663,498.00
Westfield-Washington Schools	G	-	732,893.00	732,893.00
Westfield-Washington Schools	REF	692,638.00	2,073,872.00	2,766,510.00
Westfield-Washington Schools	T	238,691.00	238,691.00	477,382.00
		\$ 9,318,157.00	\$ 64,742,787.00	\$ 74,060,944.00

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Principle Summary

Qualified Entity	Fund	Matures 6/30/16	Matures 12/30/16	Total
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Beech Grove City Schools	DS	-	1,089,143.00	1,089,143.00
Beech Grove City Schools	PDS	34,606.00	97,028.00	131,634.00
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Elkhart Public Library	O	-	322,922.00	322,922.00
Evansville-Vanderburgh School Corporation	CP	-	1,485,605.00	1,485,605.00
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School City of Hobart	CP	-	524,747.00	524,747.00
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School City of Hobart	T	-	405,517.00	405,517.00
South Henry School Corporation	CP	41,588.00	191,072.00	232,660.00
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Westfield-Washington Schools	G	-	732,893.00	732,893.00
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Westfield-Washington Schools	T	238,691.00	238,691.00	477,382.00
			\$ 9,318,157.00	\$ 64,742,787.00
				\$ 74,060,944.00

APPENDIX C

FORM OF WARRANT PURCHASE AGREEMENT

APPENDIX C TO TRUST INDENTURE

WARRANT PURCHASE AGREEMENT

between

INDIANA BOND BANK

and

{UPPER (Name_of_Issuer)}

Relating to

INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES,
SERIES 2016

[NOTE: Various language is shown in brackets {}. This represents alternative and/or optional language which applies to certain of the Qualified Entities depending upon the nature of the entity or the funding options selected.]

WARRANT PURCHASE AGREEMENT

THIS WARRANT PURCHASE AGREEMENT has been executed as of December 1, 2015, by and between the INDIANA BOND BANK (the “Bond Bank”), a public body corporate and politic organized under the laws of the State of Indiana, and the {Name_of_Issuer} (the “Qualified Entity”), a political subdivision of the State of Indiana (the “State”).

RECITALS

1. The Bond Bank was created by and exists under the provisions of Indiana Code 5-1.5 (the “Act”) for the public purposes and for the exercise of powers established and authorized therein, including the power to issue its bonds or notes and to purchase securities of qualified entities, as defined in the Act.

2. The Bond Bank has established and continued an Advance Funding Program (the “Program”) under which the Bond Bank will purchase tax [and/or revenue] anticipation warrants of qualified entities participating in the Program from the proceeds of the Bond Bank’s Program Notes (with such additional or alternative designations as the Bond Bank may add thereto) (the “Notes”), issued for the purpose of providing funds to finance the Program.

3. The Qualified Entity is a duly existing political subdivision of the State and is a “qualified entity” within the meaning of the Act, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein, including the issuance in accordance with the provisions of Indiana Code {36-4-6-20}{36-2-6-18}{36-12-3-10}{36-9-25-39}{20-48-1-9}{36-5-2-12}{36-6-6-15} of warrants in anticipation of the receipt of ad valorem taxes levied and in the course of collection [and in anticipation of the receipt of state tuition support revenue for the General Fund estimated to be received on or before December 31, 2016 (but after the last business day of June 2016)]. Pursuant to such authority, the Qualified Entity has duly authorized the issuance of (a) its temporary loan tax [and/or revenue] anticipation warrants designated {Name_of_Issuer} Temporary Loan Tax Anticipation [Time] Warrants, Series 2016 [and/or {Name_of_Issuer} Temporary Loan Revenue Anticipation Warrants, Series 2016], and (b) in the event that cash flow shortfalls are anticipated prior to the delivery of the Notes, its interim temporary loan tax [and/or revenue] anticipation [time] warrants (collectively, the “Warrants”).

4. In connection with the issuance of the Notes, the Bond Bank will enter into a Note Indenture dated as of or about January 1, 2016 (the “Indenture”), between the Bond Bank and The Huntington National Bank (or if The Huntington National Bank is not selected or determined by the Bond Bank at the time of the issuance of the Notes to serve as the Trustee, then to such other corporate trustee as may be specified as the Trustee in the Indenture), as Trustee (the “Trustee”), pursuant to which the Notes will be issued and all of the rights of the Bond Bank under this Agreement will be assigned to and assumed by the Trustee to secure the Notes, and thereafter to secure the Bond Bank’s obligations, including the Bond Bank’s obligations to the Credit Facility Provider (as hereinafter defined) to repay amounts due and owing under the Credit Facility Agreement (as hereinafter defined).

5. The Bond Bank and the Qualified Entity desire to set out the terms and conditions governing the purchase of Warrants by the Bond Bank from the Qualified Entity.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Bond Bank and the Qualified Entity hereby agree as follows:

SECTION 1. Definitions. As used in this Agreement, unless a different meaning is clearly indicated by the context, the following words will have the following definitions:

“Act” means Indiana Code 5-1.5.

“Advance Distribution” means, with respect to any fund or funds of a Qualified Entity upon which Warrants have been issued, any receipt by the Qualified Entity of tax collections from its County Auditor in advance of final settlement and distribution of such tax collections for such fund or funds.

[“Advance Tuition Support Distribution” means any receipt by the Qualified Entity of tuition support revenue from the State after the last business day of June 2016 and in advance of final settlement and distribution of such tuition support revenue in December 2016 for the General Fund.]

“Agreement” means this Warrant Purchase Agreement between the Bond Bank and the Qualified Entity, as amended or supplemented from time to time.

“Auditor” or “County Auditor” means the authorized officer of the county in which the Qualified Entity is located with jurisdiction and responsibility for the remittance of tax revenues collected for the Qualified Entity.

“Authorized Official” means the duly elected or appointed Treasurer, Controller, Clerk-Treasurer, Trustee, Superintendent, Business Manager or other authorized financial official of the Qualified Entity or, to the extent permitted by law, an authorized deputy thereof.

“Bond Bank” means the Indiana Bond Bank, established under the Act as a public body corporate and politic and an instrumentality, but not an agency, of the State.

“Business Day” means any day other than a Saturday, a Sunday, a legal holiday, or any other day on which banking institutions in Indiana and New York are authorized by law to close or to remain closed.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Warrants, and the applicable judicial decisions and published rulings and any applicable regulations promulgated or proposed thereunder or under the Internal Revenue Code of 1954.

“Credit Facility” means any surety bond, insurance policy, letter of credit or other credit facility issued by the Credit Facility Provider pursuant to the Credit Facility Agreement.

“Credit Facility Agreement” means any agreement to provide a Credit Facility between the Bond Bank and the Credit Facility Provider dated as of or about January 28, 2016, as amended and supplemented from time to time.

“Credit Facility Provider” means the issuer or issuers of any outstanding Credit Facility as determined by the Bond Bank at the time of the issuance of the Notes to secure them and as more particularly specified in any Credit Facility Agreement with the Bond Bank, and any successors and assigns.

“Cumulative Cash Flow Deficit” means, with respect to any fund of the Qualified Entity upon which Warrants are issued, the excess of the expenses paid during the Tax Period which would ordinarily be paid out of such fund or financed by anticipated tax or other revenues of such fund, over the aggregate amount available (other than from proceeds of the Warrants) during the Tax Period for the payment of such expenses.

[“First Semi-Annual Settlement” means the receipt by the Qualified Entity of its first semi-annual installment of revenues from taxes levied in 2015 and collectable in 2016 with respect to the fund in anticipation of which each Warrant is issued.

“First Settlement Payment Due Date” means the earlier of December 31, 2016 or the fourth Business Day following the First Semi-Annual Settlement.]

“Fiscal Year” means, when applied to the Qualified Entity, the fiscal year of the Qualified Entity which commences on the first day of January of 2016 and terminates on the last day of December of 2016 and, when applied to the Bond Bank, the fiscal year of the Bond Bank which commences on the first day of July and terminates on the last day of June of the following calendar year.

“Indenture” means the Note Indenture dated as of or about January 1, 2016, between the Bond Bank and the Trustee, as amended or supplemented from time to time, pursuant to which the Notes will be issued and rights of the Bond Bank under this Agreement are assigned by the Bond Bank and assumed by the Trustee to secure the Notes.

“Net Levied Property Taxes” means the gross ad valorem property taxes levied by a Qualified Entity, less the aggregate amount of all credits against such ad valorem property tax liability to which taxpayers of the Qualified Entity are legally entitled, including, without limitation, the credits for all property taxes that exceed certain percentages of the gross assessed value of certain properties as set forth in Indiana Code 6-1.1-20.6 (commonly referred to as the Circuit Breaker Tax Credit).

“Notes” means the Indiana Bond Bank Program Notes (with such additional designations as the Bond Bank may add thereto) designated by the Bond Bank, in its discretion, for the purchase of the Warrants.

“Opinion of Bond Counsel” means a written opinion of a nationally recognized law firm experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions thereof, and which is acceptable to the Bond Bank and the Trustee.

“Outstanding” or “Outstanding Warrant” means the unpaid amount of any Warrant purchased by the Bond Bank pursuant to this Agreement and not theretofore paid by the Qualified Entity.

“Program” means the program established by the Bond Bank to which the Warrants are pledged by the Bond Bank as conclusively established by operation of the terms and provisions of the Indenture; the Qualified Entity acknowledges that (a) the Bond Bank may in its discretion establish more than one program operated at or about the same time under which it proposes to and/or does purchase temporary loan tax anticipation [time] warrants [and the temporary loan revenue anticipation warrants] from political subdivisions of the State, which may or may not be referred to the 2016 Advance Funding Program, and (b) the existence of any such other program shall in no way determine (i) how (or under what terms) the Warrants are purchased or (ii) the program to which any Warrant is pledged.

“Qualified Entity” means the {Name_of_Issuer}, a political subdivision of the State.

“Reinvestment Rate” means the greater of (a) the original interest rate on the Warrants or (b) the per annum rate equal to the defined rate or index specified for use in fixing or setting the per annum rate charged by the Credit Facility Provider for funds borrowed or advanced under the Credit Facility Agreement with the Bond Bank (and if there is more than one Credit Facility, then at a blended rate sufficient to equal the defined rate or index specified for use in fixing or setting the per annum rate charged by all such Credit Facility Providers for funds borrowed or advanced under any Credit Facility Agreement with the Bond Bank).

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

“State” means the State of Indiana.

“Tax Period” means the period beginning on the date of issuance of the Warrants and ending on the earlier of the date six months after such date of issuance or the date of the computation of the Cumulative Cash Flow Deficit.

“Trustee” means The Huntington National Bank (or if The Huntington National Bank is not selected or determined by the Bond Bank at the time of the issuance of the Notes to serve as the Trustee, then to such other corporate trustee as may be specified as the Trustee in the Indenture), as Trustee under the Indenture, or any successor trustee thereunder. The provisions of this Agreement shall be effective notwithstanding that the name of the Trustee may be changed (whether by corporate or charter amendment, merger or otherwise) prior to or after the date of

this Agreement.

“Warrants” means the Temporary Loan Tax Anticipation [Time] Warrants to be dated the date of delivery thereof, maturing June 30, 2016[, the First Settlement Payment Due Date,] and/or December 31, 2014, [the Temporary Loan Revenue Anticipation Warrants to be dated the date of delivery thereof, maturing December 31, 2016,] and any temporary interim warrants, as set forth in Attachment A attached hereto; issued by the Qualified Entity in anticipation of the receipt of ad valorem taxes levied and in the course of collection [or in anticipation of the receipt of current state tuition support revenue estimated to be received on or before December 31, 2016 (but after the last business day of June 2016), as the case may be]; and sold to the Bond Bank in accordance with the provisions of the Indenture and this Agreement; and any additional warrants.

Terms defined in the Indenture and not defined in this Agreement shall, for the purposes of this Agreement, have the meanings ascribed to them in the Indenture.

SECTION 2. Representations.

2.1 Representations by the Bond Bank. The Bond Bank hereby represents and warrants to the Qualified Entity that:

- a. The Bond Bank is a public body corporate and politic of the State of Indiana established and existing under the Act and has full power and authority to enter into this Agreement and to perform its obligations hereunder;
- b. By all required action, this Agreement and the Indenture and their respective execution and delivery have been duly adopted, authorized and approved by the Bond Bank in all respects; and
- c. The execution and delivery by the Bond Bank of this Agreement and the performance by the Bond Bank of its obligations hereunder will not violate or result in a breach of any of the terms of, or constitute a default under, the Act, any indenture, mortgage, deed of trust, lease, agreement, or other instrument to which the Bond Bank is a party or by which it is bound.

2.2 Representations of the Qualified Entity. The Qualified Entity hereby represents and warrants to the Bond Bank that:

- a. The Qualified Entity is a duly organized and existing political subdivision of the State and constitutes a “qualified entity” within the meaning of the Act;
- b. The Qualified Entity has full power and authority to enter into this Agreement and perform its obligations hereunder;
- c. By all required action, the Qualified Entity has duly authorized the execution and delivery of this Agreement;

d. The execution and delivery of this Agreement by the Qualified Entity and its performance of its obligations hereunder will not conflict with or result in a breach under or constitute a default under any indenture, mortgage, deed of trust, lease, agreement, or other instrument to which the Qualified Entity is a party or by which it is bound;

e. There is no litigation pending or, to the knowledge of the Qualified Entity, threatened that (i) challenges or questions the validity or binding effect of this Agreement or the Warrants or the authority or ability of the Qualified Entity to execute and deliver this Agreement or the Warrants and perform its obligations hereunder or thereunder, or (ii) would, if adversely determined, have a significant adverse effect on the ability of the Qualified Entity to meet its obligations under this Agreement or the Warrants;

f. Unless otherwise disclosed in writing to the Bond Bank, the Qualified Entity has not, at any time during the last 10 years, or such shorter period which constitutes the entire existence of the Qualified Entity, failed to pay when due interest or principal on, and is not now in default under, any bond, note, warrant, or other evidence of obligation or indebtedness of the Qualified Entity or any predecessor thereof;

g. Unless otherwise disclosed in writing to the Bond Bank, the Qualified Entity has, during its three most recent Fiscal Years, achieved an average collection rate, with respect to ad valorem property taxes levied, of at least 85% of Net Levied Property Taxes;

h. All information furnished by the Qualified Entity to the Bond Bank or any other person in connection with its participation in the Program is accurate and complete in all material respects;

i. The Qualified Entity has not purchased and will not purchase, pursuant to any arrangement, formal or informal, the Notes in an amount related to the Warrants;

j. The Qualified Entity has taken or will take all proceedings required by law to enable it to issue and sell the Warrants to the Bond Bank pursuant to this Agreement;

k. The Qualified Entity has not issued any other obligations in anticipation of the receipt of ad valorem property taxes levied and in the course of collection[, or in anticipation of the receipt of current state tuition support revenue estimated to be received on or before December 31, 2016 (but after the last business day of June 2016),]} for a fund upon which warrants are to be issued;

l. Prior to the end of the Tax Period, the Cumulative Cash Flow Deficit with respect to each fund upon which the Warrants of the Qualified Entity will be issued is expected to exceed ninety percent (90%) of the proceeds of the Warrants issued for such fund;

m. There shall be levied and in the course of collection ad valorem taxes with respect to the [June 2016 (that is, the first) and] December 2016 (that is, the second and final) settlement and distribution in an amount estimated to equal at least 125% of the

[respective] amount of the Warrants [maturing on June 30, 2016] [(or if applicable by the terms of any Warrant, the First Settlement Payment Due Date)], and payable from the June (that is, the first) [tax] and distribution and/or maturing on December 31, 2016, and payable from the December (that is, the second and final) [tax] settlement and distribution. [There shall be estimated for receipt and collection current state tuition support revenue for the General Fund on or before December 31, 2016 in an amount estimated to equal at least 125% of the amount of the Warrants maturing on December 31, 2016 and payable from such revenues]; and

[n. In respect of its anticipation of the receipt of current state tuition support revenue estimated to be received on or before December 31, 2016 (but after the last business day of June 2016), the Qualified Entity has not agreed to or otherwise incurred or assumed (and will not hereafter so agree, incur or assume) any other obligations by which a deduction or offset may be made against state tuition support revenue (including, without limitation, those in respect of advancements made from the Common School Fund as provided in Indiana Code 21-1-5.1 and reimbursable Medicaid program costs as provided in Indiana Code 12-15-1-16); and

o.][n.] Prior to the execution and delivery of this Agreement, the Qualified Entity has filed with the Bond Bank a certificate executed by an Authorized Official of the Qualified Entity setting forth (i) the amount received or estimated to be received into each applicable fund during each month of its 2014, 2015 and 2016 Fiscal Years, (ii) the amount expended or estimated to be expended from each such applicable fund during each month of each such Fiscal Year, and (iii) the amounts representing or estimated to represent the balance in each applicable fund as of the end of each month of each such Fiscal Year. Prior to the execution and delivery of any supplemental agreement relating to the purchase of additional warrants authorized under Section 3.1 hereof, the Qualified Entity shall file with the Bond Bank a certificate updating such information to show actual figures for 2015 and revised estimates for 2016.

Each of the foregoing representations and warranties will be deemed to have been made by the Qualified Entity as of the date of this Agreement and as of the date of any purchase of Warrants made by the Bond Bank hereunder.

SECTION 3. Purchase and Sale of Warrants.

3.1 Agreement to Purchase and Sell. Subject to Section 3.4 hereof, the Bond Bank hereby agrees to purchase the Warrants to be issued by the Qualified Entity maturing on June 30, 2016[, the First Settlement Payment Due Date], and/or December 31, 2016, in the principal amounts set forth in Attachment A attached hereto, and the Qualified Entity hereby approves and agrees to issue and sell such Warrants to the Bond Bank.

In the event that the Qualified Entity has notified the Bond Bank in writing that it requires funding as a result of cash flow deficits expected to be incurred prior to January 28, 2016 (or the date on which proceeds of the Notes are expected to be disbursed to the Qualified Entity), the Qualified Entity may sell and the Bond Bank may purchase interim temporary loan tax [and/or

revenue] anticipation warrants in a principal amount not to exceed the principal amount of Warrants authorized to be issued and to mature on June 30, 2016 [or if applicable by the terms of any Warrant, the First Settlement Payment Due Date]] and December 31, 2016, for each fund. The interim warrants shall be issued and sold on substantially the same terms and conditions set forth in this Agreement for the sale and purchase of Warrants; provided, however, such interim warrants will be repaid with the proceeds of the Warrants on the date on which proceeds of the Notes are disbursed to the Qualified Entity. If any interim warrants are purchased by the Bond Bank pursuant to this Agreement, notwithstanding the stated maturity date of the interim warrants to the contrary, the Qualified Entity agrees to cause its Warrants to be issued in an amount at least sufficient to permit it to prepay all such interim warrants (including interest thereon) as otherwise provided for herein.

Further, in the event that the Qualified Entity requires additional funding as a result of cash flow deficits expected to be incurred after the last business day of June 2016, and prior to December 31, 2016, the Qualified Entity may sell and the Bond Bank may purchase additional warrants maturing [by] [on] December 31, 2016, in principal amounts set forth in a supplemental agreement entered into by the Bond Bank and the Qualified Entity pursuant to Section 6.1 hereof. The additional warrants shall be issued and sold on substantially the same terms and conditions set forth in this Agreement for the sale and purchase of the Warrants; provided, however, the additional warrants shall bear interest prior to their due date at the per annum rate determined by the Bond Bank and set forth in a supplemental agreement.

The term “Warrants” as used in this Agreement shall be deemed to include the temporary interim warrants and the additional warrants to the extent applicable.

3.2 Terms of Purchase. The Warrants shall be purchased at a price equal to 100% of the par value thereof. The terms of the Warrants shall be set forth in the resolution or ordinance of the Qualified Entity authorizing the issuance and sale of the Warrants to the Bond Bank, and the form of the Warrant shall be substantially in the form set forth in Attachment B attached hereto. The Warrants shall bear interest prior to their due date or dates at the per annum rate or rates determined by the Bond Bank and to be set forth on Attachment A attached hereto, prior to the date of issuance and delivery of the Warrants to the Bond Bank, with such rates not to exceed 6.5% per annum. Interest on the Warrants shall be computed on the basis of a 360-day year comprised of twelve 30-day months. To the extent permitted by law and in accordance with Section 3.5 of this Agreement or otherwise by the determination of the Bond Bank, any Warrant upon which principal and interest at its stated rate is not paid on or before the due date shall bear interest on such past due principal and accrued interest at the Reinvestment Rate thereafter until paid.

3.3 Method of Payment. The Bond Bank shall make payment for the Warrants purchased by it pursuant to this Agreement by causing the Trustee to make payment therefor to the Qualified Entity from the Warrant Purchase Account established for the Qualified Entity within the Warrant Purchase Fund under the Indenture.

3.4 Closing on Warrants. The purchase and sale of the Warrants shall be consummated at 12:00 noon on January 28, 2016, or such other date and time, and at a location, agreed upon by the Bond Bank, the Qualified Entity, and the Trustee; provided, however, if the Bond Bank does not execute a note purchase agreement for the sale of the Notes prior to January 28, 2016, and deliver the Notes and receive payment therefor[, in accordance with Section 3.3 hereof,] on or before January 28, 2016, or if the Qualified Entity has not taken all actions and received all approvals required by the laws of the State and by the Code for the issuance and sale of the Warrants, then the Bond Bank may rescind this Agreement by giving written notice to the Qualified Entity.

3.5 Payment of Warrants. Prior to the due date of the Warrants, the Trustee will give notice to the Authorized Official that payment is due thereon; provided, that any failure by the Trustee to give such notice shall not relieve the Qualified Entity of its obligation to repay its Warrants when due. In any event, the Trustee shall present Warrants for payment on or before their respective due date, which shall be June 30, 2016 [(or if applicable by the terms of any Warrant, the First Settlement Payment Due Date)] and/or December 31, 2016. Principal and interest on the Warrants shall be due on the due date. The Qualified Entity agrees to provide for the timely payment of the principal and interest on the Warrants in funds that are received by and available for immediate transfer or investment by the Trustee on or before 12:00 noon, Indianapolis time, on the due date. After 12:00 noon, Indianapolis time, on the due date, the total amount due and owing on the Warrants on the due date (unpaid principal and accrued interest to such due date) will bear interest at the Reinvestment Rate until paid in full.

3.6 Prepayment. [(a)] Except as set forth in this Section, the Qualified Entity shall not be permitted to prepay or effect the prepayment of all or any portion of the principal amount of Outstanding Warrants without the express written consent of the Bond Bank. Interim warrants, if any, shall be prepaid with the proceeds of Warrants as described in Section 3.1 hereof.

[(b)] In the event the First Semi-Annual Settlement shall occur in more than one installment to the Qualified Entity to be made after June 30, 2016, following its receipt of each such installment, the Qualified Entity shall (1) notify the Bond Bank within two (2) Business Days following its receipt of each such installment of the amount so received and (2) be obligated to prepay the Warrants issued in anticipation of the First Semi-Annual Settlement in the amounts, on the date or dates, and in respect of the respective Warrants as may be determined by the Bond Bank in a notice to the Qualified Entity; provided the aggregate amount of each such prepayment of the Warrants shall not exceed the aggregate amount of each such respective installment received by the Qualified Entity.]

3.7 Request for Advance Distributions. The Qualified Entity shall, not later than May 15, 2016, if the Qualified Entity issues Warrants maturing on June 30, 2016 [(or if applicable by the terms of any Warrant, the First Settlement Payment Due Date)], and November 15, 2016, submit a request in the form attached hereto as Attachment C and in accordance with Indiana law to the County Treasurer for an Advance Distribution of not less than ninety-five percent (95%) of the tax collections for each fund in anticipation of which its Warrants have been issued and sold to the Bond Bank under the Program.

3.8 Receipt of Advance Distributions [and Advance Tuition Support Distributions]. In the event the Qualified Entity receives [(a)] an Advance Distribution from the Auditor or other moneys in lieu thereof, and the total of all Advance Distributions or other moneys in lieu thereof received exceeds five percent (5%) of the total taxes in anticipation of which the Warrants were issued [or (b) an Advance Tuition Support Distribution(s) from the State or other moneys in lieu thereof, and the total of all Advance Tuition Support Distributions or other moneys in lieu thereof received exceeds five percent (5%) of the total tuition support revenue in anticipation of which the Warrants were issued], then the Qualified Entity shall invest such amounts from the date of receipt of such amounts until the date of disbursement of such amounts for payment of Outstanding Warrants, in investments which (i) mature no later than June 30, 2016 [(or the date fixed for prepayment of Warrants in accordance with Section 3.6 hereof)], with respect to amounts for payment of Outstanding Warrants due June 30, 2016 [(or if applicable by the terms of any Warrant, the First Settlement Payment Due Date)], and mature no later than December 31, 2016 [(or the date fixed for prepayment of Warrants in accordance with Section 3.6 hereof)], with respect to amounts for payment of Outstanding Warrants due] December 31, 2016, and are limited solely to interest-bearing time deposits or certificates of deposit of any bank, trust company or national banking association which is a member of the Federal Reserve System and which is designated as a depository under and a participant in the Public Deposits Insurance Fund of the State of Indiana; or (ii) have been approved by the Bond Bank.

SECTION 4. Further Conditions and Limitations.

4.1 Documents Required for Closing. Prior to the purchase by the Bond Bank of any Warrants, the Trustee shall have the opportunity to review, with respect to the Qualified Entity, each of the following:

- a. A certificate, executed by the Authorized Official, stating:
 - i. The amount of the Cumulative Cash Flow Deficit projected to occur during each month of the Tax Period in each of the funds of the Qualified Entity for which Warrants are to be issued;
 - ii. The amount of [(A)] taxes estimated by the Auditor or the Indiana Department of Local Government Finance to be levied and collected during the 2016 calendar year for each of the funds of the Qualified Entity for which Warrants are to be issued [in respect thereof and (B) state tuition support revenue estimated to be received during December 2016]; and
 - iii. That the Qualified Entity (A) has duly, regularly, and properly adopted a budget for the 2016 Fiscal Year setting forth expected revenues and probable expenditures, (B) has complied with all statutory and regulatory requirements with respect to the adoption of such budget, and (C) will expend the proceeds of the Warrants for lawful purposes provided for in such budget;

b. A copy of the final budget order, or if such final budget order is not available, then the most current preliminary budget order, of the Indiana Department of Local Government Finance setting forth the annual budgets for each of the funds of the Qualified Entity for which Warrants are to be issued;

c. A copy of the resolution(s) or ordinance(s) of the Qualified Entity authorizing the issuance of such Warrants thereunder and appropriating and pledging funds for their repayment, certified by an authorized officer of the Qualified Entity, or extracts so certified from the minutes of the meeting of the Qualified Entity at which such resolution(s) or ordinance(s) was (were) adopted, setting forth such resolution(s) or ordinance(s) in full;

d. An Opinion of Bond Counsel, in form and substance acceptable to the Bond Bank and the Trustee, to the effect that the Warrants have been duly and validly issued, represent valid and binding obligations of the Qualified Entity under Indiana law, and bear interest that is excludable from gross income under Section 103 of the Code for purposes of federal income taxation;

e. A signed copy of the opinion or certificate of counsel to the Qualified Entity substantially in the form set forth in Attachment D attached hereto;

f. A copy of the transcript of proceedings in which the Qualified Entity has authorized the issuance and sale of the Warrants to the Bond Bank; and

g. All other certificates, opinions, or documents reasonably required by the Bond Bank or bond counsel for the Bond Bank, including without limitation, a certificate or certificates pertaining to the accuracy and completeness of information regarding the Qualified Entity and the Warrants included in the Official Statement of the Bond Bank (or other information used by the Bond Bank in lieu of an Official Statement) relating to the Notes.

4.2 Additional Limitation. (a) Notwithstanding any other provision of this Agreement, the Cumulative Cash Flow Deficit for the Tax Period must be reasonably anticipated to exceed ninety percent (90%) of the aggregate amount of proceeds of warrants (including but not limited to Warrants issued under this Agreement) and other obligations issued by the Qualified Entity pursuant to the provisions of the Indiana Code in anticipation of the receipt of revenues [levied and in the course of collection] [levied and in the course of collection] for the applicable fund. In addition, the aggregate amount of Warrants issued and sold hereunder shall not exceed amounts authorized to be issued by the Qualified Entity pursuant to the Code and Indiana law.

(b) Notwithstanding any other provision of this Agreement, the Bond Bank shall not be obligated to purchase any Warrant of the Qualified Entity if the Bond Bank is then in default or in violation or breach of any covenant or agreement under the Indenture or if such purchase would cause the Bond Bank to be in default, violation or breach of any covenant or agreement under the Indenture.

SECTION 5. Agreements by Qualified Entity.

5.1 Consent by Qualified Entity. The Qualified Entity consents and agrees to the assignment and pledge by the Bond Bank of Warrants, all payments on the Warrants, and all rights of the Bond Bank under this Agreement, to the Trustee under the provisions of the Indenture to secure the Notes, and thereafter to the Credit Facility Provider under the provisions of the Credit Facility Agreement.

5.2 Valid and Binding Obligations. The Qualified Entity shall issue all Warrants to be purchased by the Bond Bank in compliance with the statutes of the State so that such Warrants will be the valid, binding and enforceable obligations of the Qualified Entity for the payment of the sums set forth therein from the funds pledged to their payment. Only with the written consent of the Bond Bank may the Qualified Entity hereafter issue warrants on a parity with the Warrants issued pursuant to the [Ordinance] [Resolution] and purchased under this Agreement.

5.3 Form of Warrants. The Qualified Entity shall issue Warrants which are to be purchased by the Bond Bank in a form which shall be in compliance with the statutes of the State and substantially in the form set forth in Attachment B attached hereto with appropriate modifications for the type of political subdivision represented by the Qualified Entity.

5.4 Pledge. The Qualified Entity has appropriated and pledged to the payment of the Warrants issued with respect to each Fund, including interest and all necessary costs incurred in connection with the issuance and sale of the Warrants, a sufficient amount of the {revenues including} taxes, levied for 2015, and in the course of collection in 2016, for such Fund and in anticipation of which the Warrants have been issued, for the punctual payment of the principal of and interest on the Warrants evidencing such temporary loans, together with such issuance costs, if any, subject to the application of the tax revenues{, and/or state tuition support revenue to be received in the General Fund on or before December 31, 2016 (but after the last business day of June 2016), as the case may be,} to be received in the respective Fund to any long-term lease or debt obligations due contemporaneously with such Warrants and to the {time}warrants; provided, that the appropriation of moneys to the repayment of Warrants shall not cause the Qualified Entity to violate the provisions of Indiana law or any contract, grant or other agreement to which the Qualified Entity is a party; provided, further, that as a condition to participation in the Program, the Qualified Entity represents, that upon issuance of the Warrants, it will have no {time} warrants other than the Warrants issued pursuant to this Agreement, that remain outstanding and are payable from {taxes levied for 2015 and payable in 2016} {current state tuition support revenue for the General Fund}, and the Warrants shall not in any respect be subject to the prior payment of any other {time} warrants outstanding. {Interest on the Warrants may also be payable from amounts, if any, available for that purpose on the Debt Service Fund.} The Qualified Entity covenants and agrees that it shall, if it fails to make any payment required herein when due, promptly undertake all actions, including the issuance of {time} warrants to refund the unpaid Warrants (i) which are necessary to cure such nonpayment, (ii) the proceeds of which are legally available to cure such nonpayment, and (iii) which do not, in the opinion of bond counsel, cause any of the Warrants to be considered debt of the Qualified Entity within the meaning of Article 13, Section 1 of the Indiana Constitution or laws of the State of Indiana.

5.5 Prohibitions Against Certain Other Borrowing. Notwithstanding any other provision of this Agreement to the contrary, for so long as any Warrant which has been issued in anticipation of revenues of a fund remains outstanding, the Qualified Entity shall not, without the consent of the Bond Bank and the Credit Facility Provider, issue any warrant or comparable obligation for the then-current Fiscal Year; provided that the prohibition contained in this Section 5.4 shall not be violated by the Qualified Entity having issued warrants for a fund in anticipation of revenues that were originally anticipated for collection in the prior Fiscal Year but due to reassessment and related delays are now anticipated for collection in the Fiscal Year ending December 31, 2016 or by issuing warrants with the Bond Bank's consent, to refund any such warrant if such revenues remain in the course of collection.

5.6 Reports Relating to Cumulative Cash Flow Deficit. The Qualified Entity shall submit to the Bond Bank within fifteen (15) days after the end of each month during the Tax Period, beginning with April 2016, such information relating to the revenues, expenses, and funds of the Qualified Entity as shall be required to compute the Qualified Entity's Cumulative Cash Flow Deficit (within the meaning of Section 148(f)(4)(B) of the Code) with respect to each of the funds of the Qualified Entity for which Warrants have been issued. The Qualified Entity shall also submit (a) its computation for each month during the Tax Period of the Qualified Entity's Cumulative Cash Flow Deficit (within the meaning of Section 148(f)(4)(B) of the Code) with respect to each of the funds for which the Warrants have been issued, and (b) its determination of whether the Qualified Entity's Cumulative Cash Flow Deficit for any such fund at any time during the Tax Period has exceeded 90% of the proceeds of the Warrants for such fund. At such time as the Qualified Entity makes such affirmative determination set forth in clause (b) above, the Qualified Entity shall so certify to the Bond Bank, and after making such certification, no further monthly information or computations with respect to such fund shall be required to be submitted hereunder.

5.7 Maintenance of Tax Exemption. The Qualified Entity hereby covenants that it will not take, or cause or permit itself or any party under its control to take, or fail to take, or cause or permit itself or any party under its control to fail to take, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on its Warrants pursuant to Section 103 of the Code. The Qualified Entity further covenants that it will not do any act or thing that would cause any Warrant to be a "private activity bond" within the meaning of Section 141 of the Code or an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto.

5.8 Arbitrage Rebate. The Qualified Entity covenants and agrees to take all actions necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Qualified Entity or the Warrants, and to advise the Bond Bank with respect to such compliance and the need therefor. In furtherance of the foregoing, the Qualified Entity shall keep records of the investments made and the earnings on those investments out of the proceeds of the Warrants, and shall be responsible for accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

All responsibility for and expenses of compliance with the rebate requirements of Section 148(f) of the Code with respect to the Warrants, including without limitation, costs of computation of any rebate amount and any required rebate payments to the United States of America, shall be borne and undertaken solely by the Qualified Entity.

5.9 Remedies of the Bond Bank. The Qualified Entity acknowledges and agrees that, in the event of the Qualified Entity's default on any of its obligations hereunder or under any Warrant, the Bond Bank (and the Credit Facility Provider under the provisions of the Credit Facility Agreement, to the extent that amounts are owed to the Credit Facility Provider under the Credit Facility Agreement) shall have any and all remedies available at law or in equity for the enforcement of such obligation, including without limitation and subject to the condition that the same shall not affect the validity of the Warrants, the remedies set forth in the Act. The Qualified Entity further covenants and agrees that, in the event that any default on the payment of principal or of interest on a Warrant is attributable to or arises from an action or omission by a third party, governmental official, or other entity in failing to pay over taxes to or collected by the Qualified Entity, thereby giving rise to a cause of action in law or at equity against such third party, official, or entity, the Qualified Entity will diligently prosecute such cause of action in its own name or, at the option of the Bond Bank (and the Credit Facility Provider under the provisions of the Credit Facility Agreement, if amounts are owed to the Credit Facility Provider under the Credit Facility Agreement), and to the extent permitted by law, assign to the Bond Bank (and the Credit Facility Provider under the provisions of the Credit Facility Agreement, if amounts are owed to the Credit Facility Provider under the Credit Facility Agreement), the right to pursue such cause of action in the name of the Qualified Entity.

5.10 Additional Costs Imposed on the Qualified Entity. The Qualified Entity acknowledges that the Bond Bank is authorized under the Act to collect from qualified entities certain fees and charges for its services and that qualified entities are empowered under the Act to contract for and to pay such fees and charges. The Qualified Entity agrees to pay to the Bond Bank an amount, if any, equal to all costs and expenses incurred by or on behalf of the Bond Bank from time to time, including, but not limited to, the costs and expenses associated with (a) failure to sell all or any portion of the Warrants to the Bond Bank in accordance with Section 3.1 hereof; (b) arbitrage rebate compliance; (c) failure or delay of the payment of principal or of interest on the Warrants when due; or (d) failure by the Qualified Entity to comply with any of the provisions of this Agreement; and any and all such amounts shall be treated as fees of the Bond Bank for its services pursuant to Indiana Code 5-1.5-8-3. In addition, the Qualified Entity shall be responsible for payment to the Bond Bank of its allocable portion of all fees and expenses attributable to a request for payment under the Credit Facility Agreement (as defined in this Warrant Purchase Agreement) resulting from a failure by the Qualified Entity to pay in full the principal of and interest on the Warrants on the due date.

5.11 Continuing Disclosure. (a) The Qualified Entity hereby covenants and agrees that, to the extent permitted by law, it will comply with and carry out all of the provisions of this section regarding continuing disclosure. Notwithstanding any other provision of this Agreement, failure of the Qualified Entity to comply with this section shall not be considered a default under the Warrants or the resolution(s) or ordinance(s) of the Qualified Entity authorizing the Warrants; however, the Trustee may (and, at the request of the holders of at least 25% in aggregate

principal amount of Notes Outstanding, shall) or any Noteholder or Beneficial Owner may seek a mandate or specific performance by court order, to cause the Qualified Entity to comply with its obligations under this Section 5.11. The undertaking of the Qualified Entity to provide certain information pursuant to this Section will be described in the Preliminary Official Statement and will also be set forth in the Final Official Statement (or other information provided by the Bond Bank). The Trustee, Participating Underwriters, Noteholders and Beneficial Owners shall all be third party beneficiaries of this Section 5.11 and shall have enforceable rights as set forth herein. Terms used in this Section but not defined herein shall have the meanings given to them in the Indenture or the Bond Bank Agreement.

(b) The Qualified Entity further agrees while the Notes are Outstanding or until the Warrants are legally defeased, redeemed or paid in full to give the Bond Bank notice of the occurrence of any of the following events (the “Listed Events”) with respect to the Warrants:

- 1) principal and interest payment delinquencies;
- 2) non-payment related defaults;
- 3) unscheduled draws on debt service reserves reflecting financial difficulties;
- 4) unscheduled draws on credit enhancements reflecting financial difficulties;
- 5) substitution of credit or liquidity providers, or their failure to perform;
- 6) adverse tax opinions or events affecting the tax-exempt status of the Warrants;
- 7) modifications to rights of holders of the Warrants;
- 8) Warrant calls;
- 9) defeasances;
- 10) release, substitution or sale of property securing repayment of the Warrants;
- 11) rating changes;
- 12) mergers, consolidations or acquisitions;
- 13) the appointment of a successor (trustee or co-trustee);
- 14) tender offers; and
- 15) bankruptcy, insolvency, receivership or similar event.

(c) Upon obtaining knowledge of the possibility of an occurrence of any of the Listed Events, the Bond Bank may contact the Authorized Official, inform such person of the event, and request that the Qualified Entity promptly notify the Bond Bank in writing whether or not such Listed Event is material under applicable federal securities laws.

(d) Whenever the Qualified Entity obtains knowledge of the occurrence of a Listed Event, the Qualified Entity shall as soon as possible, not in excess of ten (10) business days of the occurrence, notify the Bond Bank in writing. Such notice shall be submitted on the Event Notice Cover Sheet attached hereto as Attachment E, duplicated on yellow paper, so as to make such notice easily recognizable by the Bond Bank. Additional copies of the cover sheet may be obtained from the Bond Bank.

(e) If in response to a request under subsection (c), the Qualified Entity determines that the Listed Event would not be material under applicable federal securities laws, the Qualified Entity shall so notify the Bond Bank in writing.

(f) If the Qualified Entity reports the occurrence of a Listed Event, the Bond Bank shall determine pursuant to its Continuing Disclosure Agreement whether or not it must file a notice of such occurrence on the Electronic Municipal Market Access (“EMMA”) portal maintained by the Municipal Securities Rulemaking Board or the Repositories.

The Qualified Entity represents and warrants that, in the previous five (5) years, it has never failed to comply in all material respects with any previous undertakings with regard to S.E.C. Rule 15c2-12 to provide annual reports or notices of material events. Section 5.21 of the Indenture is hereby made applicable to this Section 5.11 as if this Section 5.11 were (solely for this purpose) contained in the Indenture.

Notwithstanding any other provision of this Agreement, the Bond Bank and the Qualified Entity may amend this Section 5.11 and any provision of this Section 5.11 may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 5.11(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Qualified Entity with respect to the Warrants, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) in the opinion of the nationally recognized bond counsel or the Trustee, (1) does not materially impair the interests of the Holders or Beneficial Owners of the Notes or (2) such amendment or waiver is permitted by law.

SECTION 6. Miscellaneous.

6.1 Supplemental Agreements. The Bond Bank and the Qualified Entity may enter into an agreement or agreements supplemental to this Agreement as shall not be inconsistent with the terms and provisions hereof.

6.2 Effect of Breach. Failure on the part of the Bond Bank in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Bond Bank by this Agreement or by law shall not make the Bond Bank liable in damages to the Qualified Entity or relieve the Qualified Entity from paying any Warrant or fully performing any other obligation required of it under this Agreement; provided, however, that the Qualified Entity may have and pursue any and all other remedies provided by law for compelling performance by the Bond Bank of such obligation assumed by or imposed upon the Bond Bank.

6.3 Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Bond Bank and by the Qualified Entity, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

6.4 Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the Bond Bank or the Qualified Entity to be performed shall be deemed by a court of competent jurisdiction to be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and shall in no way affect the validity of the other provisions of this Agreement.

6.5 Notices. All notices, filings, and other communications shall be sent by first class mail, postage prepaid, addressed as follows:

To the Bond Bank:

Indiana Bond Bank
2980 Market Tower
10 West Market Street
Indianapolis, Indiana 46204-2982
Attention: Executive Director

To the Qualified Entity:

{Name_of_Issuer}
{Addressee_Address1}
{Addressee_City}, Indiana {Zip_Code}
Attention: Financial Officer

To the Trustee at the address as specified in the Indenture.

To the Credit Facility Provider at the address as specified in the Credit Facility Agreement.

6.6 Expenses. Except to the extent that the Bond Bank has agreed and arranged to pay any or all of such costs, the Qualified Entity covenants and agrees to pay the costs and expenses of providing the necessary certificates, documents and opinions required to be delivered hereunder, and any and all costs, including attorneys' fees, incurred by the Bond Bank in connection with the enforcement of this Agreement in the event of a breach of or default under this Agreement by the Qualified Entity.

6.7 No Waiver. Any failure by either the Bond Bank or the Qualified Entity to exercise any right or to enforce any provision of this Agreement or of the Warrants, in the event of a breach or default by the other party, shall not be deemed to be a waiver, or to prevent or limit the subsequent exercise, of such right or the enforcement of such provision for the same or any other breach or default unless a written waiver of such right is signed by the party having such right or, in the case of a breach or default, the party to whom the duty is owed.

6.8 Applicable Law. This Agreement shall be construed in accordance with and governed by the applicable laws of the State of Indiana.

6.9 Term. This Agreement shall terminate at such time as the Qualified Entity has fully met and discharged all of its obligations hereunder.

6.10 Entire Agreement. This Agreement constitutes the entire agreement between the Bond Bank and the Qualified Entity with respect to the subject matter herein contained and supersedes any and all other negotiations, understandings or agreements between the parties, oral or written.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Bond Bank and the Qualified Entity have caused this Agreement to be signed and attested by their respective duly authorized officers, all as of the day and year first above written.

INDIANA BOND BANK
("Bond Bank")

By: _____
Its Chair

ATTEST:

Its Executive Director

{UPPER (Name_of_Issuer)}
("Qualified Entity")

By: _____
Its: _____

ATTEST:

{UPPER (Name_of_Issuer)}
Indiana Bond Bank's 2016 Advance Funding Program
SCHEDULE OF WARRANT MATURITIES AND INTEREST RATES

Fund	Principal Amount Maturing June 30, 2016~	Principal Amount Maturing December 31, 2016
	\$-0-	\$-0-
	\$-0-	\$-0-
	\$-0-	\$-0-

~ or if applicable by the terms of any Warrant, the First Settlement Payment Due Date.

Maturity Date	<u>Interest Rate</u>
June 30, 2016 [(or if applicable by the terms of any Warrant, the First Settlement Payment Due Date)]	___%
December 31, 2016	___%

Dated Date of, and "Closing Date" for, Warrants: January 28, 2016

The undersigned has reviewed the principal amount(s) and interest rate(s) set forth in the schedule above and hereby acknowledges that the Qualified Entity will issue its Warrants in the respective principal amounts and at the respective interest rates set forth above. The undersigned has informed all officers, attorneys and officials that have signed the closing papers related to the Warrants about the date that has been fixed as the closing date (the "Closing Date" for the referenced Warrants), which date is set forth above; all such certifications and deliveries are deemed to be made and given by them in connection with the issuance of the referenced Warrants as of such closing date and any such certificates are deemed dated to reflect that date. By facsimile or other transmission of this signed schedule to Bond Counsel in connection with the issuance of the referenced Warrants, the Qualified Entity approves such terms and authorizes the delivery of the originally signed papers to the Bond Bank.

{UPPER (Name_of_Issuer)}

By: _____

{UPPER (Name_of_Issuer)}
Indiana Bond Bank's 2016 Advance Funding Program
SCHEDULE OF WARRANT MATURITIES AND INTEREST RATES

Fund	Principal Amount Maturing June 30, 2016~	Principal Amount Maturing December 31, 2016
	\$-0-	\$-0-
	\$-0-	\$-0-
	\$-0-	\$-0-

[~ or if applicable by the terms of any Warrant, the First Settlement Payment Due Date.]

Maturity Date	<u>Interest Rate</u>
Interim Warrants	____%

Dated Date of, and "Interim Closing Date" for, Interim Warrants: January 4, 2016

The undersigned has reviewed the principal amount(s) and interest rate set forth in the schedule above and hereby acknowledges that the Qualified Entity will issue its Warrants in the respective principal amounts and at the interest rate set forth above. The undersigned has informed all officers, attorneys and officials that have signed the closing papers related to the Warrants about the date that has been fixed as the closing date (the "Interim Closing Date" for the referenced Warrants), which date is set forth above; all such certifications and deliveries are deemed to be made and given by them in connection with the issuance of the referenced Warrants as of such closing date and any such certificates are deemed dated to reflect that date. By facsimile or other transmission of this signed schedule to Bond Counsel in connection with the issuance of the referenced Warrants, the Qualified Entity approves such terms and authorizes the delivery of the originally signed papers to the Bond Bank.

{UPPER (Name_of_Issuer)}

By: _____

ATTACHMENT B
TO WARRANT PURCHASE AGREEMENT

[FORM OF WARRANT]

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF {UPPER (County)}

{UPPER (Name_of_Issuer)}

TEMPORARY LOAN [TAX] [REVENUE] ANTICIPATION [TIME]WARRANT

Warrant Fund: _____ Fund
Dated Date: _____, 2016
Due Date: [December 31, 2016] [June 30, 2016, provided that, if the First Semi-Annual Settlement occurs after June 30, 2016, then on the First Settlement Payment Due Date (as defined in the below referenced Agreement)]
Principal Sum: \$ _____
Interest Rate: _____ percent per annum
[Authorization Date: Ordinance No. ___, adopted _____, 2015]

FOR VALUE RECEIVED, on or before the Due Date set forth above (the "Due Date"), the {Name_of_Issuer} (the "Issuer"), shall pay to the Indiana Bond Bank (the "Bond Bank") the Principal Sum set forth above pursuant to a certain Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement"). [This Warrant is issued in anticipation of the First Semi-Annual Settlement (as defined in the Agreement).]

In addition, the Issuer on the Due Date hereof shall pay to the Bond Bank interest at the per annum Interest Rate set forth above pursuant to the Agreement, with such interest to be computed on the basis of a 360-day year comprised of twelve 30-day months. [This Warrant shall be deemed to be issued in a minimum denomination of One Dollar (\$1) or integral multiples thereof, which in the aggregate shall not exceed the principal amount of this Warrant.] [The principal amount set forth above, together with the interest set forth above, shall for all purposes be deemed to be the face value of this Warrant.] [In the event that the principal of and interest on this Warrant are not paid in full to the Bond Bank at the principal corporate trust office of the Trustee (as defined in the Agreement) in immediately available funds on or before 12:00 noon (Indianapolis time) on the Due Date, the Issuer shall pay to the Bond Bank its allocable portion of all fees and expenses of the Bond Bank (including a charge in an amount equal to the Reinvestment Rate (as defined in the Agreement) that would accrue on the amount due and owing (the unpaid principal and accrued interest to such date) from the Due Date until paid) resulting therefrom.] [In the event that the principal of and interest on this Warrant are not paid in full to the Bond Bank at the principal corporate trust office of the Trustee (as defined in the Agreement) in immediately available funds on or before 12:00 noon (Indianapolis time) on the Due Date, the total amount due and owing on the Due Date (the unpaid principal and accrued

interest to the Due Date) shall thereafter bear interest at the per annum rate equal to the Reinvestment Rate (as defined in the Agreement) until paid. In addition, the Issuer shall pay to the Bond Bank its allocable portion of all fees and expenses attributable to a request for payment under the Credit Facility Agreement (as defined in the Agreement) resulting from a failure by the Issuer to pay in full the principal of and interest on this Warrant on the Due Date.]

All payments of principal and interest to be made by the Issuer to the Bond Bank shall be made by paying the amount due in funds that are available for immediate transfer or investment on or before 12:00 noon (Indianapolis time) on the payment date to the Trustee in Indianapolis, Indiana (or to such other place of payment as may be specified in notice given by the Trustee or Bond Bank). This Warrant may not be prepaid prior to the Due Date except as permitted by the Agreement.

This Warrant evidences a temporary loan to provide funds to meet current expenses of the Warrant Fund set forth above (the "Fund") and has been authorized by [an ordinance] [a resolution] passed and adopted by the [Common Council] [County Council] [Library Board of Trustees] [Board of Sanitary Commissioners] [Board of School Trustees] [Town Council] [Township Board] of the {Name_of_Issuer}[as referenced above], in accordance with Indiana Code{36-4-6-20}{36-2-6-18}{36-12-3-10}{36-9-25-39}{20-48-1-9}{36-5-2-12}{36-6-6-5} and all other acts amendatory thereof or supplemental thereto.

[This Warrant is issued in anticipation of [the tax levy which has been made for the Fund in the year 2015, which tax levy is now in the course of collection (a "Property Tax Warrant").] [the receipt of current state tuition support revenue for the Fund estimated to be received on or before December 31, 2016 (but after the last business day of June 2016) (a "Tuition Support Warrant").] There has been irrevocably appropriated and pledged to the payment in full of the principal of and interest on this Warrant a sufficient amount of the revenues to be derived from [the Fund tax levy [state tuition support distributions to be received in the Fund]; provided, that the Issuer reserves the right to pay interest on this Warrant from funds available for that purpose from the Debt Service Fund of the Issuer. [The principal amount of all Property Tax Warrants maturing on the Due Date and payable from the Fund does not exceed forty percent (40%) of the 2014 annual budget levy for the Fund as estimated or certified by the Indiana Department of Local Government Finance.] [The principal amount of all Tuition Support Warrants maturing on the Due Date and payable from the Fund does not exceed eighty percent (80%) of current state tuition support revenue for the Fund estimated to be received on or before December 31, 2016 (but after the last business day of June 2016).]

[This Warrant is issued in anticipation of the tax levy which has been made for the Fund in the year 2015, which tax levy is now in the course of collection. There has been irrevocably appropriated and pledged to the payment in full of the principal of and interest on this Warrant a sufficient amount of the revenues to be derived from the Fund tax levy; provided, that the Issuer reserves the right to pay interest on this Warrant from funds available for that purpose from the Debt Service Fund of the Issuer. The principal amount of all Warrants maturing on the Due Date and payable from the Fund does not exceed forty percent (40%) of the 2016 annual budget levy for the Fund as estimated or certified by the Indiana Department of Local Government Finance.]

[This Warrant is issued in anticipation of the tax levy which has been made for the Fund in the year 2015, which tax levy is now in the course of collection. There has been irrevocably appropriated and pledged to the payment in full of the principal of and interest on this Warrant a sufficient amount of the revenues to be derived from the Fund tax levy. The principal amount of all Warrants maturing on the Due Date and payable from the Fund does not exceed forty percent (40%) of the 2016 annual budget levy for the Fund as estimated or certified by the Indiana Department of Local Government Finance.]

It is further hereby certified, recited, and declared that all acts, conditions, and things required by law precedent to the issuance and execution of this Warrant have been properly done, have happened, and have been performed in the manner required by the constitution and statutes of the State of Indiana relating thereto; that the [Fund tax levy from which (together with other amounts in the Fund) this Warrant is payable is a valid and legal levy; and that the Issuer will reserve a sufficient amount of the proceeds of the Fund tax levy] [Fund tax levy and the Debt Service Fund tax levy, respectively, from which (together with other amounts in the Fund and the Debt Service Fund, respectively) this Warrant is payable, are each valid and legal levies; and that the Issuer will reserve a sufficient amount of the proceeds of the Fund tax levy and the Debt Service Fund tax levy, respectively,] currently in the course of collection] [current state tuition support revenue for the Fund estimated to be received on or before December 31, 2016 (but after the last business day of June 2016) and the Debt Service Fund tax levy, respectively, from which (together with other amounts in the Fund and the Debt Service Fund, respectively) this Warrant is payable, are each valid and legal claims and/or levies, as the case may be; and that the Issuer will reserve a sufficient amount of the proceeds of the revenues to be derived from the state tuition support distributions to be received in the Fund and the Debt Service Fund tax levy, respectively, currently receivable and/or in the course of collection] for the timely payment of the principal of and interest on this Warrant in accordance with its terms.

{IN WITNESS WHEREOF, the {Name_of_Issuer}, has caused this Warrant to be executed and attested in the name of the {Name_of_Issuer}, all as of the Dated Date set forth above.

{UPPER (Name_of_Issuer)}

By: _____
Its: _____

ATTEST:

Its: _____ }

ATTACHMENT C
TO WARRANT PURCHASE AGREEMENT

FORM OF REQUEST FOR ADVANCE DISTRIBUTION

[May 15] [November 15], 2016

{County} County Treasurer

_____, Indiana _____

Dear _____:

On behalf of the {Name_of_Issuer}, I hereby request pursuant to Indiana Code 5-13-6-3(b) that the {County} County Treasurer advance to the [list names of Funds] (the "Fund[s]") of the {Name_of_Issuer} the taxes collected for the [June] [December] 2016 distribution to the Fund[s] in an amount equal to the lesser of (1) 95% of the total amount currently collected for the Fund[s], or (2) 95% of the amount to be distributed to the Fund[s] at the [June] [December], 2016, distribution. Please notify the {County} County Auditor of the amount to be advanced.

Please do not hesitate to contact the undersigned if you have any questions.

Very truly yours,

[Fiscal Officer of
Qualified Entity]

cc: Indiana Bond Bank

ATTACHMENT D
TO WARRANT PURCHASE AGREEMENT

FORM OF CERTIFICATE OF COUNSEL TO THE QUALIFIED ENTITY

- (i) The Qualified Entity is a duly constituted political subdivision of the State of Indiana, validly existing under the constitution and statutes of the State of Indiana, and has the power and authority to carry out and consummate all transactions to issue the warrant(s).
- (ii) All actions, resolutions, and ordinances adopted by the **[Name of Governing Body]** relating to the warrant(s), including without limitation, the resolution(s) or ordinance(s) authorizing the issuance of the warrant(s), and all related proceedings comply with all laws of the State of Indiana, including without limitation, the Indiana Open Door Law, and all ordinances, resolutions, by-laws, rules, and regulations of the Qualified Entity and the **[Name of Governing Body]**, and none of the proceedings had or actions taken with regard to the warrants have been repealed, rescinded or revoked.
- (iii) To the best of my knowledge, as of the date of this certificate, no notice has been received by the Qualified Entity and no litigation has been filed or threatened in any way affecting the corporate existence, legal capacity, or boundaries of the Qualified Entity, or the title of any of the officers of the Qualified Entity or the **[Name of Governing Body]**; relating to the resolution(s) or ordinance(s) authorizing the issuance of the warrant(s), the Warrant Purchase Agreement, the proceedings of the **[Name of Governing Body]** with respect to the warrant(s) or the Warrant Purchase Agreement, the authorization and issuance of the warrant(s), or the sale and delivery of the warrant(s) to the Indiana Bond Bank pursuant to the Warrant Purchase Agreement; or contesting the power or authority of the Qualified Entity with respect to the warrants or the Warrant Purchase Agreement.
- (iv) I have reviewed the warrant(s) and all certificates of any or all of the **[Names of Officers]** of the Qualified Entity executed and delivered in connection with the warrant(s), and nothing has come to my attention that would render the representations in any such certificate untrue, inaccurate or in any way misleading, and I hereby certify that the signatures contained therein are the true, genuine and correct signatures of the persons who have executed the warrant(s).
- (v) The warrant(s) has (have) been duly authorized, executed, and delivered by the Qualified Entity in accordance with the laws of the State of Indiana and constitute(s) (a) valid and binding obligation(s) of the Qualified Entity enforceable in accordance with its terms, subject to bankruptcy laws, insolvency laws, and other laws affecting creditors' rights.
- (vi) The Warrant Purchase Agreement has been duly authorized, executed, and delivered by the Qualified Entity and (assuming the due authorization, execution,

and delivery by the Indiana Bond Bank) constitutes a valid and binding obligation of the Qualified Entity enforceable in accordance with its terms, subject to bankruptcy laws, insolvency laws, and other laws affecting creditors' rights.

ATTACHMENT E
WARRANT PURCHASE AGREEMENT

EVENT NOTICE COVER SHEET

Indiana Bond Bank Advanced Funding Program Notes, Series 2016

This cover sheet and event notice should be immediately faxed to the Indiana Bond Bank at 317-233-0894 and, duplicated on yellow paper, then promptly mailed to the Indiana Bond Bank pursuant to Section 5.11(d) of the Warrant Purchase Agreement between the Qualified Entity and the Indiana Bond Bank.

Qualified Entity's Name: _____

Number of pages of attached event notice: _____

Description of Events Notice (check all that apply):

1. Principal and interest payment delinquencies
2. Non-Payment related defaults
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions or events affecting the tax-exempt status of the Warrants
7. Modifications to rights of holders of the Warrants
8. Warrant calls
9. Defeasances
10. Release, substitution, or sale of property securing repayment of the Warrants
11. Rating changes
12. Mergers, consolidations or acquisitions
13. The appointment of a successor (trustee or co-trustee)
14. Tender offers
15. Bankruptcy, insolvency, receivership or similar event
16. Failure to provide annual financial information as required
17. Other event notice (specify) _____

I hereby represent that I am authorized by the Qualified Entity or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number (_____) _____

Contact the Executive Director of the Indiana Bond Bank at (317) 233-0888 or (800) 535-6974 with questions regarding this form or to obtain additional copies of this form.

CONTINUING DISCLOSURE AGREEMENT

by and between

INDIANA BOND BANK

and

THE HUNTINGTON NATIONAL BANK

\$73,420,000

INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES
SERIES 2016 A

Dated as of January 1, 2016

INDIANA BOND BANK
CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the Indiana Bond Bank, a public body corporate and politic (the "Bond Bank"), created pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), having its principal place of business in the City of Indianapolis, Indiana, and The Huntington National Bank, as trustee (the "Trustee"), in connection with the issuance of \$73,420,000 aggregate principal amount of Indiana Bond Bank Advance Funding Program Notes, Series 2016 A (the "Notes"). The Notes are being issued pursuant to a Note Indenture, dated as of January 1, 2016, between the Bond Bank and the Trustee (the "Indenture"). The proceeds of the Notes are being used in part by the Bond Bank to purchase certain Warrants from Qualified Entities pursuant to Warrant Purchase Agreements between the Bond Bank and the Qualified Entities. Capitalized terms used herein and not specifically herein defined shall have the meanings ascribed in the Indenture. Pursuant to Section 5.22 of the Indenture, the Trustee and the Bond Bank covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Bond Bank and the Trustee for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriter in complying with the Rule (as such terms are defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Disclosure Representative" shall mean the Executive Director of the Bond Bank.

"Dissemination Agent" shall mean a dissemination agent appointed or engaged by the Bond Bank pursuant to Section 14 of this Disclosure Agreement, or any successor Dissemination Agent designated in writing by the Bond Bank and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system of the MSRB.

"Final Official Statement" shall mean the Official Statement for the Notes, dated January 20, 2016.

"Holder" shall mean the registered owner of any outstanding Note or Notes.

"Listed Events" shall mean any of the events listed in Sections 3(a) and 3(b) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean the Bond Bank and the Qualified Entities.

"Participating Underwriter" shall mean the original underwriter of the Notes required to comply with the Rule in connection with the primary offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Indiana.

SECTION 3. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 3, the Bond Bank shall give notice of the occurrence of any of the following events with respect to the Notes, regardless of materiality under federal securities laws:

- (i) principal and interest payment delinquencies;
- (ii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) substitution of credit or liquidity providers, or their failure to perform;
- (v) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vi) defeasances;
- (vii) tender offers;
- (viii) rating changes; or
- (ix) bankruptcy, insolvency, receivership or similar event of the Obligated Person (such event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of

a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person).

(b) Pursuant to the provisions of this Section 3, the Bond Bank shall give notice of the occurrence of any of the following events with respect to the Notes, if material under federal securities laws:

- (i) non-payment related defaults;
- (ii) modifications to rights of security holders;
- (iii) bond calls;
- (iv) release, substitution or sale of property securing repayment of the securities;
- (v) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- (vi) appointment of a successor or additional trustee or the change of name of a trustee.

(c) The Trustee shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and inform such person of the event.

(d) If a Listed Event occurs, the Bond Bank shall file a notice of such occurrence with (i) the MSRB through EMMA in an electronic format as is prescribed by the MSRB in a timely manner not in excess of ten (10) Business Days after the occurrence of such Listed Event, and (ii) the Trustee. Except as may be otherwise required by the Indenture, the Trustee shall have no obligations to take any action whatsoever with respect to information provided by the Bond Bank under this Disclosure Agreement. The Trustee shall have no responsibility to ascertain the truth, completeness or accuracy of the information provided by the Bond Bank for purposes of compliance with the Rule or the requirements of this Disclosure Agreement.

(e) All documents provided to the MSRB shall be accompanied by identifying information as is prescribed by the MSRB.

SECTION 4. Termination of Reporting Obligation. The Bond Bank's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If the Bond Bank's obligations hereunder are assumed in full by some other entity, such persons shall be responsible for compliance with this Disclosure

Agreement in the same manner as if it were the Bond Bank and the Bond Bank shall have no further responsibility hereunder.

SECTION 5. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Bond Bank and the Trustee may amend this Disclosure Agreement provided that the following conditions are satisfied:

(a) If the amendment relates to the provisions of Sections 3(a) and 3(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Bond Bank with respect to the Notes, or the type of business conducted;

(b) The undertaking, as amended would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) in the opinion of nationally recognized bond counsel or the Trustee does not materially impair the interests of the Holders or Beneficial Owners of the Notes.

SECTION 6. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Bond Bank from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Bond Bank chooses to include any information in any notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the Bond Bank shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 7. Default. In the event of a failure of the Bond Bank or the Trustee to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of Holders of at least 25% in aggregate principal amount of Notes Outstanding, shall), or any Holder or Beneficial Owner of the Note may seek a mandate or specific performance by court order, to cause the Bond Bank to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or the Notes, and the sole remedy under this Disclosure Agreement in the event of any failure of the Bond Bank to comply with this Disclosure Agreement shall be an action to compel specific performance. In accordance with Section 7.1(B) of the Indenture, the Trustee may retain counsel or others knowledgeable of continuing disclosure matters for the purpose of assisting the Trustee in making judgments with respect to the scope of its obligations and compliance under this Disclosure Agreement. Before taking any action required by this Disclosure Agreement as a result of a failure of the Bond Bank to comply with its obligations under this Disclosure Agreement, the Trustee may require that satisfactory indemnity from an entity of substance be furnished to it for the reimbursement of all expenses, including, but not limited to, attorney fees,

which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct, by reason of any action so taken.

SECTION 8. Indenture. Section 5.22 of the Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture. The Bond Bank represents and warrants that in the previous five (5) years it has never failed to comply in all material respects with any previous undertakings that it has entered into pursuant to subsection (b)(5) of the Rule. Each Qualified Entity, as well as the Bond Bank, is an Obligated Person pursuant to the Rule. The Bond Bank makes no representation or warranty regarding each of the Qualified Entities' compliance, during the previous five (5) years, with any previous undertakings entered into by the respective Qualified Entities pursuant to subsection (b)(5) of the Rule.

SECTION 9. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the Trustee: The Huntington National Bank
45 North Pennsylvania Street
INHP 22
Indianapolis, Indiana 46204
Attention: Corporate Trust Department
Tel.: (317) 237-2542
Fax: (317) 229-4022

To the Bond Bank: Indiana Bond Bank
2980 Market Tower
10 West Market Street
Indianapolis, Indiana 46204
Attention: Executive Director
Tel.: (317) 233-0090
Fax: (317) 233-0894

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Bond Bank, the Trustee, the Participating Underwriters, and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

SECTION 11. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12. Interpretation Under Indiana Law. It is the intention of the parties hereto that this Disclosure Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the law of the State of Indiana.

SECTION 13. Severability Clause. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 14. Successors and Assigns. All covenants and agreements in this Disclosure Agreement made by the parties shall bind their successors, whether so expressed or not. The Bond Bank may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing thirty days' written notice to the Bond Bank.

* * * * *

Dated as of January 1, 2016.

THE HUNTINGTON NATIONAL BANK,
as Trustee

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

INDIANA BOND BANK

By: _____

Kelly M. Mitchell, Chair

ATTEST:

Ronald L. Mangus, Executive Director

CONTINUING DISCLOSURE AGREEMENT

by and between

INDIANA BOND BANK

and

THE HUNTINGTON NATIONAL BANK

\$73,420,000

INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES
SERIES 2016 A

Dated as of January 1, 2016

INDIANA BOND BANK
CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the Indiana Bond Bank, a public body corporate and politic (the "Bond Bank"), created pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), having its principal place of business in the City of Indianapolis, Indiana, and The Huntington National Bank, as trustee (the "Trustee"), in connection with the issuance of \$73,420,000 aggregate principal amount of Indiana Bond Bank Advance Funding Program Notes, Series 2016 A (the "Notes"). The Notes are being issued pursuant to a Note Indenture, dated as of January 1, 2016, between the Bond Bank and the Trustee (the "Indenture"). The proceeds of the Notes are being used in part by the Bond Bank to purchase certain Warrants from Qualified Entities pursuant to Warrant Purchase Agreements between the Bond Bank and the Qualified Entities. Capitalized terms used herein and not specifically herein defined shall have the meanings ascribed in the Indenture. Pursuant to Section 5.22 of the Indenture, the Trustee and the Bond Bank covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Bond Bank and the Trustee for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriter in complying with the Rule (as such terms are defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Disclosure Representative" shall mean the Executive Director of the Bond Bank.

"Dissemination Agent" shall mean a dissemination agent appointed or engaged by the Bond Bank pursuant to Section 14 of this Disclosure Agreement, or any successor Dissemination Agent designated in writing by the Bond Bank and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system of the MSRB.

"Final Official Statement" shall mean the Official Statement for the Notes, dated January 20, 2016.

"Holder" shall mean the registered owner of any outstanding Note or Notes.

"Listed Events" shall mean any of the events listed in Sections 3(a) and 3(b) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean the Bond Bank and the Qualified Entities.

"Participating Underwriter" shall mean the original underwriter of the Notes required to comply with the Rule in connection with the primary offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Indiana.

SECTION 3. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 3, the Bond Bank shall give notice of the occurrence of any of the following events with respect to the Notes, regardless of materiality under federal securities laws:

- (i) principal and interest payment delinquencies;
- (ii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) substitution of credit or liquidity providers, or their failure to perform;
- (v) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vi) defeasances;
- (vii) tender offers;
- (viii) rating changes; or
- (ix) bankruptcy, insolvency, receivership or similar event of the Obligated Person (such event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of

a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person).

(b) Pursuant to the provisions of this Section 3, the Bond Bank shall give notice of the occurrence of any of the following events with respect to the Notes, if material under federal securities laws:

- (i) non-payment related defaults;
- (ii) modifications to rights of security holders;
- (iii) bond calls;
- (iv) release, substitution or sale of property securing repayment of the securities;
- (v) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- (vi) appointment of a successor or additional trustee or the change of name of a trustee.

(c) The Trustee shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and inform such person of the event.

(d) If a Listed Event occurs, the Bond Bank shall file a notice of such occurrence with (i) the MSRB through EMMA in an electronic format as is prescribed by the MSRB in a timely manner not in excess of ten (10) Business Days after the occurrence of such Listed Event, and (ii) the Trustee. Except as may be otherwise required by the Indenture, the Trustee shall have no obligations to take any action whatsoever with respect to information provided by the Bond Bank under this Disclosure Agreement. The Trustee shall have no responsibility to ascertain the truth, completeness or accuracy of the information provided by the Bond Bank for purposes of compliance with the Rule or the requirements of this Disclosure Agreement.

(e) All documents provided to the MSRB shall be accompanied by identifying information as is prescribed by the MSRB.

SECTION 4. Termination of Reporting Obligation. The Bond Bank's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If the Bond Bank's obligations hereunder are assumed in full by some other entity, such persons shall be responsible for compliance with this Disclosure

Agreement in the same manner as if it were the Bond Bank and the Bond Bank shall have no further responsibility hereunder.

SECTION 5. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Bond Bank and the Trustee may amend this Disclosure Agreement provided that the following conditions are satisfied:

(a) If the amendment relates to the provisions of Sections 3(a) and 3(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Bond Bank with respect to the Notes, or the type of business conducted;

(b) The undertaking, as amended would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) in the opinion of nationally recognized bond counsel or the Trustee does not materially impair the interests of the Holders or Beneficial Owners of the Notes.

SECTION 6. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Bond Bank from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Bond Bank chooses to include any information in any notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the Bond Bank shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 7. Default. In the event of a failure of the Bond Bank or the Trustee to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of Holders of at least 25% in aggregate principal amount of Notes Outstanding, shall), or any Holder or Beneficial Owner of the Note may seek a mandate or specific performance by court order, to cause the Bond Bank to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or the Notes, and the sole remedy under this Disclosure Agreement in the event of any failure of the Bond Bank to comply with this Disclosure Agreement shall be an action to compel specific performance. In accordance with Section 7.1(B) of the Indenture, the Trustee may retain counsel or others knowledgeable of continuing disclosure matters for the purpose of assisting the Trustee in making judgments with respect to the scope of its obligations and compliance under this Disclosure Agreement. Before taking any action required by this Disclosure Agreement as a result of a failure of the Bond Bank to comply with its obligations under this Disclosure Agreement, the Trustee may require that satisfactory indemnity from an entity of substance be furnished to it for the reimbursement of all expenses, including, but not limited to, attorney fees,

which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct, by reason of any action so taken.

SECTION 8. Indenture. Section 5.22 of the Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture. The Bond Bank represents and warrants that in the previous five (5) years it has never failed to comply in all material respects with any previous undertakings that it has entered into pursuant to subsection (b)(5) of the Rule. Each Qualified Entity, as well as the Bond Bank, is an Obligated Person pursuant to the Rule. The Bond Bank makes no representation or warranty regarding each of the Qualified Entities' compliance, during the previous five (5) years, with any previous undertakings entered into by the respective Qualified Entities pursuant to subsection (b)(5) of the Rule.

SECTION 9. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

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Indianapolis, Indiana 46204
Attention: Corporate Trust Department
Tel.: (317) 237-2542
Fax: (317) 229-4022

To the Bond Bank: Indiana Bond Bank
2980 Market Tower
10 West Market Street
Indianapolis, Indiana 46204
Attention: Executive Director
Tel.: (317) 233-0090
Fax: (317) 233-0894

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Bond Bank, the Trustee, the Participating Underwriters, and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

SECTION 11. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12. Interpretation Under Indiana Law. It is the intention of the parties hereto that this Disclosure Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the law of the State of Indiana.

SECTION 13. Severability Clause. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 14. Successors and Assigns. All covenants and agreements in this Disclosure Agreement made by the parties shall bind their successors, whether so expressed or not. The Bond Bank may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing thirty days' written notice to the Bond Bank.

* * * * *

Dated as of January 1, 2016.

THE HUNTINGTON NATIONAL BANK,
as Trustee

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

INDIANA BOND BANK

By: _____
Kelly M. Mitchell, Chair

ATTEST:

Ronald L. Mangus, Executive Director

CONTINUING DISCLOSURE AGREEMENT

by and between

INDIANA BOND BANK

and

THE HUNTINGTON NATIONAL BANK

\$73,420,000

INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES
SERIES 2016 A

Dated as of January 1, 2016

INDIANA BOND BANK
CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the Indiana Bond Bank, a public body corporate and politic (the "Bond Bank"), created pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), having its principal place of business in the City of Indianapolis, Indiana, and The Huntington National Bank, as trustee (the "Trustee"), in connection with the issuance of \$73,420,000 aggregate principal amount of Indiana Bond Bank Advance Funding Program Notes, Series 2016 A (the "Notes"). The Notes are being issued pursuant to a Note Indenture, dated as of January 1, 2016, between the Bond Bank and the Trustee (the "Indenture"). The proceeds of the Notes are being used in part by the Bond Bank to purchase certain Warrants from Qualified Entities pursuant to Warrant Purchase Agreements between the Bond Bank and the Qualified Entities. Capitalized terms used herein and not specifically herein defined shall have the meanings ascribed in the Indenture. Pursuant to Section 5.22 of the Indenture, the Trustee and the Bond Bank covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Bond Bank and the Trustee for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriter in complying with the Rule (as such terms are defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Disclosure Representative" shall mean the Executive Director of the Bond Bank.

"Dissemination Agent" shall mean a dissemination agent appointed or engaged by the Bond Bank pursuant to Section 14 of this Disclosure Agreement, or any successor Dissemination Agent designated in writing by the Bond Bank and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system of the MSRB.

"Final Official Statement" shall mean the Official Statement for the Notes, dated January 20, 2016.

"Holder" shall mean the registered owner of any outstanding Note or Notes.

"Listed Events" shall mean any of the events listed in Sections 3(a) and 3(b) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean the Bond Bank and the Qualified Entities.

"Participating Underwriter" shall mean the original underwriter of the Notes required to comply with the Rule in connection with the primary offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Indiana.

SECTION 3. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 3, the Bond Bank shall give notice of the occurrence of any of the following events with respect to the Notes, regardless of materiality under federal securities laws:

- (i) principal and interest payment delinquencies;
- (ii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) substitution of credit or liquidity providers, or their failure to perform;
- (v) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vi) defeasances;
- (vii) tender offers;
- (viii) rating changes; or
- (ix) bankruptcy, insolvency, receivership or similar event of the Obligated Person (such event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of

a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person).

(b) Pursuant to the provisions of this Section 3, the Bond Bank shall give notice of the occurrence of any of the following events with respect to the Notes, if material under federal securities laws:

- (i) non-payment related defaults;
- (ii) modifications to rights of security holders;
- (iii) bond calls;
- (iv) release, substitution or sale of property securing repayment of the securities;
- (v) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- (vi) appointment of a successor or additional trustee or the change of name of a trustee.

(c) The Trustee shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and inform such person of the event.

(d) If a Listed Event occurs, the Bond Bank shall file a notice of such occurrence with (i) the MSRB through EMMA in an electronic format as is prescribed by the MSRB in a timely manner not in excess of ten (10) Business Days after the occurrence of such Listed Event, and (ii) the Trustee. Except as may be otherwise required by the Indenture, the Trustee shall have no obligations to take any action whatsoever with respect to information provided by the Bond Bank under this Disclosure Agreement. The Trustee shall have no responsibility to ascertain the truth, completeness or accuracy of the information provided by the Bond Bank for purposes of compliance with the Rule or the requirements of this Disclosure Agreement.

(e) All documents provided to the MSRB shall be accompanied by identifying information as is prescribed by the MSRB.

SECTION 4. Termination of Reporting Obligation. The Bond Bank's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If the Bond Bank's obligations hereunder are assumed in full by some other entity, such persons shall be responsible for compliance with this Disclosure

Agreement in the same manner as if it were the Bond Bank and the Bond Bank shall have no further responsibility hereunder.

SECTION 5. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Bond Bank and the Trustee may amend this Disclosure Agreement provided that the following conditions are satisfied:

(a) If the amendment relates to the provisions of Sections 3(a) and 3(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Bond Bank with respect to the Notes, or the type of business conducted;

(b) The undertaking, as amended would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) in the opinion of nationally recognized bond counsel or the Trustee does not materially impair the interests of the Holders or Beneficial Owners of the Notes.

SECTION 6. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Bond Bank from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Bond Bank chooses to include any information in any notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the Bond Bank shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 7. Default. In the event of a failure of the Bond Bank or the Trustee to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of Holders of at least 25% in aggregate principal amount of Notes Outstanding, shall), or any Holder or Beneficial Owner of the Note may seek a mandate or specific performance by court order, to cause the Bond Bank to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or the Notes, and the sole remedy under this Disclosure Agreement in the event of any failure of the Bond Bank to comply with this Disclosure Agreement shall be an action to compel specific performance. In accordance with Section 7.1(B) of the Indenture, the Trustee may retain counsel or others knowledgeable of continuing disclosure matters for the purpose of assisting the Trustee in making judgments with respect to the scope of its obligations and compliance under this Disclosure Agreement. Before taking any action required by this Disclosure Agreement as a result of a failure of the Bond Bank to comply with its obligations under this Disclosure Agreement, the Trustee may require that satisfactory indemnity from an entity of substance be furnished to it for the reimbursement of all expenses, including, but not limited to, attorney fees,

which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct, by reason of any action so taken.

SECTION 8. Indenture. Section 5.22 of the Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture. The Bond Bank represents and warrants that in the previous five (5) years it has never failed to comply in all material respects with any previous undertakings that it has entered into pursuant to subsection (b)(5) of the Rule. Each Qualified Entity, as well as the Bond Bank, is an Obligated Person pursuant to the Rule. The Bond Bank makes no representation or warranty regarding each of the Qualified Entities' compliance, during the previous five (5) years, with any previous undertakings entered into by the respective Qualified Entities pursuant to subsection (b)(5) of the Rule.

SECTION 9. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

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Attention: Corporate Trust Department
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Fax: (317) 229-4022

To the Bond Bank: Indiana Bond Bank
2980 Market Tower
10 West Market Street
Indianapolis, Indiana 46204
Attention: Executive Director
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Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Bond Bank, the Trustee, the Participating Underwriters, and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

SECTION 11. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12. Interpretation Under Indiana Law. It is the intention of the parties hereto that this Disclosure Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the law of the State of Indiana.

SECTION 13. Severability Clause. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 14. Successors and Assigns. All covenants and agreements in this Disclosure Agreement made by the parties shall bind their successors, whether so expressed or not. The Bond Bank may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing thirty days' written notice to the Bond Bank.

* * * * *

Dated as of January 1, 2016.

THE HUNTINGTON NATIONAL BANK,
as Trustee

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

INDIANA BOND BANK

By: Kelly M. Mitchell
Kelly M. Mitchell, Chair

ATTEST:

Ronald L. Mangus
Ronald L. Mangus, Executive Director

CREDIT FACILITY AND REIMBURSEMENT AGREEMENT

THIS CREDIT FACILITY AND REIMBURSEMENT AGREEMENT (the "Agreement"), dated as of January 1, 2016, is by and between the INDIANA BOND BANK (the "Bond Bank"), a public body corporate and politic created and existing under authority of and pursuant to the provisions of Title 5, Article 1.5 of the Indiana Code (the "Act"), and JPMORGAN CHASE BANK, N.A., a national banking association (the "Bank").

RECITALS:

WHEREAS, the Bond Bank proposes to issue and sell its Advance Funding Program Notes, Series 2016 A in the aggregate principal amount of \$73,420,000 (the "AFP Series 2016 A Notes" or the "Notes") pursuant to the Act and the Note Indenture, dated as of January 1, 2016 (as supplemented or amended from time to time, the "Indenture"), between the Bond Bank and The Huntington National Bank, as trustee (the "Trustee"), in order to provide funds for the purchase from local governmental entity participants (collectively, the "Qualified Entities") of warrants issued in anticipation of the receipt of ad valorem property taxes (and, in certain limited circumstances in the discretion of the Bond Bank, the receipt of other revenues) by such Qualified Entities (collectively, the "Warrants") pursuant to separate Warrant Purchase Agreements entered into by and between the Bond Bank and the Qualified Entities (collectively, the "Warrant Purchase Agreements"); and

WHEREAS, the total outstanding amount of Notes (including the AFP Series 2016 A Notes) shall not exceed \$73,420,000; and

WHEREAS, in order to fix the terms and conditions for the purchase of the Warrants, the Bond Bank and the Qualified Entities have determined to enter into Warrant Purchase Agreements; and

WHEREAS, in order to provide further security with respect to a material portion of the payment when due of the principal of and interest on the AFP Series 2016 A Notes, the Bond Bank has requested, and the Bank has agreed, to provide an irrevocable credit facility in the aggregate principal amount of up to \$6,607,800;

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to provide the irrevocable credit facility, the Bond Bank and the Bank hereby agree as follows:

ARTICLE 1. CREDIT FACILITY

1.1 The Credit Facility. Subject to the terms and conditions hereof and from January 28, 2016 (the "Commencement Date") until January 5, 2017 (the "Expiration Date"), the Bank agrees to make available to the Bond Bank a credit facility (the "Credit

Facility”), which shall be available to the Bond Bank in a single disbursement (such disbursement is hereinafter referred to as the “Advance”) in an amount up to \$6,607,800 (the “Commitment Amount”). Proceeds of the Credit Facility shall be used by the Bond Bank solely to make payments of principal of and interest on the AFP Series 2016 A Notes resulting from lack of sufficient funds caused by either (i) the failure of one or more Qualified Entities to make payments on their Warrants, and/or (ii) the failure of one or more Qualified Entities to make timely payment on their Warrants, which failure of timely payment has resulted in a deficiency in the anticipated investment income to be earned by the Bond Bank on the Warrant payments. The obligation of the Bond Bank to repay the Credit Facility shall be evidenced by a promissory note (the “Facility Note”) of the Bond Bank payable to the order of the Bank in the form of Exhibit “A” attached hereto. Until the Expiration Date and so long as no Event of Default or Default has occurred, the Bond Bank may borrow under the Credit Facility by a single Advance up to an aggregate outstanding principal amount equal to the Commitment Amount; provided, however, that notwithstanding any Event of Default or Default, the Bond Bank may borrow under the Credit Facility prior to the expiration of the notice period set forth in Section 5.7 hereof. The request for the Advance shall be conditioned upon receipt by the Bank from the Bond Bank (or the Trustee on behalf of the Bond Bank) of a Certificate Requesting Payment in the form of Exhibit “B” attached hereto (the “Certificate Requesting Payment”).

1.2 Reimbursement. The Bond Bank agrees to pay to the Bank by no later than May 31, 2017 (the “Maturity Date”), in lawful money of the United States, an amount equal to the total amount which shall have been disbursed under this Agreement at any time, together with interest on such amount computed from and including the date each such advance is made to the date of reimbursement in full thereof by the Bond Bank at a variable rate per annum equal at all times to the Bank’s CB Floating Rate (as hereinafter defined) as in effect from time to time. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. To the extent moneys are available in the Trust Estate (as defined in the Indenture) for the payment of the Credit Obligations (defined in Section 2.4 hereof), the Bond Bank will pay such amounts to the Bank prior to the Maturity Date. All payments made by the Bond Bank shall be first applied to payment of accrued and unpaid interest, then to principal, and then to fees and expenses of the Bank hereunder. Principal and all accrued and unpaid interest shall be due and payable on the Maturity Date. For purposes of this Section 1.2, moneys shall be considered available in the Trust Estate for the payment of Credit Obligations only if and to the extent that moneys in the Trust Estate together with the sum of (1) the principal amount of all Warrants in the Trust Estate (excluding, however, Warrants the payment of principal of or interest on which is in default) and (2) all interest to be received on all Warrants held in the Trust Estate (excluding, however, interest on Warrants the payment of principal of or interest on which is in default) exceeds the sum of (a) the outstanding principal amount of the Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to Section 10.2 of the Indenture), (b) the full amount of the interest to be paid on the Notes at their maturity (not including, however, interest on any

Notes transferred and assigned to the Bank pursuant to Section 10.2 of the Indenture), and (c) the anticipated costs to be incurred in connection with the administration of the Program. If there is a termination of this Agreement under Section 5.7 hereof, then in no event shall any moneys in the Trust Estate be considered available for or used for the repayment of Credit Obligations prior to the date on which the principal of and interest on all Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture) has been paid in full.

1.3 Facility Fee. In consideration of the Bank's commitment hereunder, the Bond Bank shall pay to the Bank on the Commencement Date a facility fee of \$ 49,485.08 (the amount of which is equal to a rate of .80% per annum applied to the Commitment Amount for the period from the Commencement Date through the Expiration Date, calculated on the basis of a 360-day year of twelve 30-day months).

1.4 Place and Application of Payments. All payments required to be made hereunder shall be made to the Bank at its office at 1 East Ohio Street, Indianapolis, IN 46277, by wire transfer of immediately available funds to ABA Number 021000021, at the Federal Reserve Bank of New York for credit to Account Number 9008104164, Account Name: General Ledger, Reference: Indiana Bond Bank 2016/Obligor #80424386.

1.5 Notice of Rights of Trustee. The Bond Bank shall assign all of its rights under this Agreement to the Trustee by delivery to the Bank of a Notice of Rights of Trustee, in substantially the form of Exhibit "C" attached hereto, duly executed by the Bond Bank and the Bank and accepted by the Trustee. The Trustee shall be deemed to be the agent of the Bond Bank for purposes of this Agreement and shall have the authority to exercise any and all rights of the Bond Bank hereunder including, without limitation, the right to request payment under this Agreement as set forth in Section 1.7 hereof. The obligations of the Bond Bank under this Agreement shall remain with the Bond Bank and shall not be assigned to the Trustee.

1.6 Limit of Liability of Bank. Neither the Bank nor any of its affiliates, agents or correspondents shall be responsible for the validity, sufficiency, truthfulness, or genuineness of any document required to request payment under this Agreement even if such document should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged (provided only that the document appears on its face to be in accordance with the terms of this Agreement), or for errors, omissions, interruptions or delays in transmission or delivery of any messages or documents. Without limiting the generality of the foregoing, the Bond Bank agrees that any action taken by the Bank or any of its affiliates, agents or correspondents under or in connection with this Agreement, if taken in good faith, shall be binding upon the Bond Bank and shall not put the Bank or any such correspondent, affiliate or agent under any resulting liability to the Bond Bank, and the Bond Bank makes like agreement as to any omission unless in breach of good faith. The Bank is expressly authorized to honor any request for payment which is made

under and in compliance with the terms of this Agreement without regard to, and without any duty on its part to inquire into the existence of, any disputes or controversies between the Bond Bank and the Trustee or any other person, firm or corporation, or the respective rights, duties or liabilities of any of them, or whether any facts or occurrences represented in any of the documents presented under this Agreement are true and correct.

1.7 Request for Payment. Request for payment may be made under this Agreement on or before the Expiration Date at any time during the Bank's business hours at its office at JPMorgan Chase Bank, N.A., 1 East Ohio Street, Mail Code IN1-0045, Indianapolis, IN 46277, Attention: Nancy Dorsa, Vice President. Request for payment shall be accompanied by delivery to the Bank of a Certificate Requesting Payment appropriately completed and signed. If a Certificate Requesting Payment appropriately completed and signed is received by the Bank at or prior to 10:00 A.M. New York City time on a Banking Day, payment will be made to the Trustee of the amount requested, in immediately available funds, not later than 12:00 Noon New York City time on the same day. If a Certificate Requesting Payment appropriately completed and signed is received by the Bank after 10:00 A.M. New York City time on a Banking Day, payment will be made to the Trustee of the amount requested, in immediately available funds, not later than 12:00 Noon New York City time on the next succeeding Banking Day. If a Certificate Requesting Payment does not, in any instance, conform to the form attached hereto as Exhibit "B," or is not appropriately completed and signed, the Bank will give the Trustee prompt notice, which notice may be written or by telephone or facsimile transmission, that the request was not effected in accordance with the terms and conditions of this Section 1.7 and stating the reasons therefor. Upon notification that the request for payment was not effected in accordance with the provisions of this Section 1.7, the request for payment may be corrected and redelivered in accordance with the provisions of this Section 1.7, if and to the extent possible.

1.8 Termination of Agreement. The Bank agrees with the Bond Bank that it will not exercise its right to effect a termination of this Agreement until an Event of Default has occurred and is continuing pursuant to Article 5 hereof. The Bank further agrees that in the event the Bank determines to exercise its right to effect a termination of this Agreement pursuant to Section 5.7 hereof, the Bond Bank shall be permitted to demand payment in the full amount available under this Agreement after receipt of notification of termination and prior to the termination date, which termination date shall be set forth in the notification and shall be not less than seven (7) Banking Days after delivery of such notification to the Bond Bank by registered or certified mail, postage prepaid and return receipt requested, or facsimile transmission, receipt of which is confirmed by the Bond Bank in writing, which confirmation shall not be unreasonably withheld.

1.9 Closing Requirements. This Agreement shall become effective upon receipt by the Bank of the following, each duly executed and in form and substance satisfactory to the Bank:

(a) A certificate of an Authorized Officer of the Bond Bank certifying that no Event of Default or Default has occurred and is continuing, and that the representations and warranties of the Bond Bank contained in Article 3 are true and correct as of the date of this Agreement.

(b) A certified copy of a resolution of the Board of Directors of the Bond Bank authorizing the execution, delivery and performance of this Agreement and the other Credit Documents provided for in this Agreement, the Indenture, the Warrant Purchase Agreements and the AFP Series 2016 A Notes.

(c) A certificate of an Authorized Officer of the Bond Bank certifying the names of the Authorized Officer or Officers authorized to sign this Agreement and the other Credit Documents provided for in this Agreement, the Indenture, the Warrant Purchase Agreements and the AFP Series 2016 A Notes, together with a sample of the true signature of each such Authorized Officer.

(d) A copy of the Indenture, the AFP Series 2016 A Notes and all documents furnished in connection with the closing of and sale of the AFP Series 2016 A Notes.

(e) Complete copies of the executed Warrant Purchase Agreements together with a copy of the Warrants relating to each.

(f) The opinion of counsel for the Bond Bank addressed to the Bank in form and substance satisfactory to the Bank and its counsel.

(g) Such other documents as the Bank may reasonably require.

1.10 Security for Credit Obligations. To secure the due payment and performance of the Credit Obligations and all indebtedness and other liabilities and obligations of the Bond Bank to the Bank under, arising out of, or in any way connected with this Agreement, and in any and all instruments, agreements and documents executed, issued and delivered pursuant hereto, (a) pursuant to the Indenture, the Bond Bank has granted to the Trustee for the benefit of the Bank, and the Bond Bank does hereby grant to the Bank, all of its rights, title and interest in and to any and all moneys held in the General Fund under the Indenture and all investments of moneys held in the General Fund, subject only to the prior security interest therein granted by the Bond Bank to the Trustee for the benefit of the holders of the AFP Series 2016 A Notes, (b) pursuant to the Indenture, the Bond Bank has pledged and assigned to the Trustee for the benefit of the Bank and granted to the Trustee for the benefit of the Bank a security interest in, and the Bond Bank does hereby pledge, assign and grant a security interest in, all payments, receipts, revenues and other money received and to be received by the Bond Bank under the Warrants and the Warrant Purchase Agreements together with all of its rights, title, and interest in and to the Warrants, subject only to the prior security interest therein granted by the Bond Bank to the Trustee for the benefit of the holders of the AFP Series

2016 A Notes, and (c) pursuant to the Indenture, the Trustee shall deliver to the Bank promptly after payment in full of all principal and interest payable under the Notes, the net amount of the Advance not used to make payment of principal of and interest on the Notes and the Bond Bank does hereby grant and pledge to the Bank a first lien on such net amount of each Advance (collectively, the property and rights described in clauses (a), (b) and (c) shall be referred to as the “Pledged Collateral”). The Bond Bank represents and warrants that under Indiana law, and particularly the provisions of Indiana Code 5-1.5-9-11, the pledge of the Pledged Collateral (excepting the Warrants) by the Bond Bank pursuant to the Indenture and/or this Agreement for the benefit of the holders of the AFP Series 2016 A Notes and for and to the Bank is binding from the time the pledge is made in the Indenture and/or this Agreement and does not require the filing or recording of any financing statement or any other document or instrument except in the records of the Bond Bank.

ARTICLE 2. CERTAIN DEFINED TERMS

All accounting terms used in this Agreement are used with the meanings such terms would be given in accordance with generally accepted accounting principles, unless otherwise specifically provided in this Agreement. The following terms not defined elsewhere in this Agreement have the meanings indicated below:

2.1 “Adjusted One Month LIBOR Rate” means for any day, the sum of (i) 2.50% per annum plus (ii) the quotient of (a) the interest rate determined by the Bank by reference to the Page (as hereinafter defined within the definition of LIBOR Rate) to be the rate at approximately 11:00 a.m. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day for dollar deposits with a maturity equal to one (1) month, divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal to one (1) month.

2.2 “Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Bond Bank from time to time concerning or relating to bribery or corruption.

2.3 “Authorized Officer” means the Chair, Vice Chair or Executive Director of the Bond Bank or such other officer whose authority to perform acts to be performed only by an authorized officer under the terms of this Agreement is evidenced to the Bank by a certified copy of an appropriate resolution of the Board of Directors of the Bond Bank.

2.4 “Banking Day” means any day other than a Saturday, Sunday or legal holiday on which banking institutions in Indiana and New York City are authorized by law to close or to remain closed.

2.5 "CB Floating Rate" means the Prime Rate; provided that the CB Floating Rate shall, on any day, not be less than the Adjusted One Month LIBOR Rate. The CB Floating Rate is a variable rate and any change in the CB Floating Rate due to any change in the Prime Rate or the Adjusted One Month LIBOR Rate is effective from and including the effective date of such change in the Prime Rate or the Adjusted One Month LIBOR Rate, respectively.

2.6 "Credit Documents" means this Agreement and the Facility Note, as amended from time to time.

2.7 "Credit Obligations" means any and all liabilities and obligations of any kind of the Bond Bank to the Bank under, arising out of, or in any way connected with the Credit Documents, including but not limited to the Bond Bank's obligation to reimburse the Bank with interest as provided in this Agreement for all amounts paid by the Bank on account of the Advance made under the Credit Facility, the obligation of the Bond Bank to pay any and all fees to the Bank as provided in Section 1.3 of this Agreement, and the obligation of the Bond Bank to pay to the Bank the full amount outstanding on the Facility Note upon the occurrence and continuance of an Event of Default as provided in Section 5.7 of this Agreement.

2.8 "Default Rate" means the CB Floating Rate plus 2%.

2.9 "Event of Default" means any event or condition identified as such in Article 5 hereof, and the term "Default" means any event or condition which, with the lapse of time, the giving of notice, or both, would constitute an Event of Default.

2.10 "LIBOR Rate" means, the interest rate determined by the Bank by reference to Reuters Screen LIBOR01, formerly known as Page 3750 of the Moneyline Telerate Service (together with any successor or substitute, the "Service") or any successor or substitute page of the Service providing rate quotations comparable to those currently provided on such page of the Service, as determined by the Bank from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market (the "Page"). If no LIBOR Rate is available to the Bank, the applicable LIBOR Rate for the relevant Interest Period shall instead be the rate determined by the Bank to be the rate at which the Bank offers to place U.S. dollar deposits having a maturity equal to such Interest Period with first-class banks in the London interbank market at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period.

2.11 "Prime Rate" means a variable per annum rate of interest equal at all times to the rate of interest established and publicly announced by the Bank as its prime rate, such rate to change contemporaneously with each change in the prime rate (it is understood that the Prime Rate does not necessarily represent the rate of interest actually charged by the Bank on any loan or class of loans).

2.12 "Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

2.13 "Reserve Requirement" means the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed under Regulation D.

2.14 "Sanctions" economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United Kingdom.

2.15 "Sanctioned Country" means, at any time, a country or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Sudan and Syria).

2.16 "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

All other capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Indenture.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES

The Bond Bank represents and warrants to the Bank as follows:

3.1 Authorization and Validity. All approvals, authorizations or consents required by law for the execution and delivery by the Bond Bank of the Credit Documents, the Indenture, the Warrant Purchase Agreements and the AFP Series 2016 A Notes have been obtained; the execution and delivery by the Bond Bank of the Credit Documents and the Indenture, the Warrant Purchase Agreements and the AFP Series 2016 A Notes have been duly authorized by proper proceedings; and the Credit Documents and the Indenture, the Warrant Purchase Agreements and the AFP Series 2016 A Notes constitute valid and binding obligations of the Bond Bank enforceable against the Bond Bank in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors'

rights generally or by equitable principles of general applicability or the valid exercise of the constitutional powers by the State of Indiana or the United States of America.

3.2 Compliance With Laws and Contracts. Neither the execution and delivery by the Bond Bank of the Credit Documents, the Indenture, the Warrant Purchase Agreements and the AFP Series 2016 A Notes, the consummation of the transactions contemplated in those documents or in this Agreement nor compliance with the provisions of those documents and this Agreement will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Bond Bank or the provisions of any indenture, instrument or agreement to which the Bond Bank is a party or is subject, or by which it or its property is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any lien pursuant to the terms of any such indenture, instrument or agreement, other than as provided in this Agreement, or violate or breach any provision of the articles or certificate of incorporation, by-laws and similar organization documents of the Bond Bank.

3.3 Financial Statements. The audited financial statements of the Bond Bank as of and for the fiscal year ended June 30, 2015, delivered to the Bank, were prepared in accordance with generally accepted accounting principles and fairly represent the financial condition of the Bond Bank at such date. No material adverse change in the condition of the Bond Bank as shown on said financial statements has occurred since the date of said financial statements.

3.4 Event of Default. No Event of Default or Default has occurred and is continuing.

3.5 Indenture. The representations and warranties contained in the Indenture with respect to the Bond Bank are true and correct.

3.6 Litigation. There is not pending or, to the best knowledge of the Bond Bank, threatened, any action, suit, proceeding or investigation, at law or in equity, by or before any court, public board or body involving the Bond Bank or, to the best knowledge of the Bond Bank, any basis therefor wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement, the Indenture, the Credit Documents, the Warrant Purchase Agreements, the AFP Series 2016 A Notes, or any agreement or instrument to which the Bond Bank is a party or by which it is bound and which is used or contemplated for use in consummation of the transactions contemplated by this Agreement or those documents or which would adversely affect the exclusion from gross income for purposes of federal income taxation of interest paid on the AFP Series 2016 A Notes.

3.7 Legislation. All legislation necessary to fulfill the terms and conditions of, and to carry out the transactions contemplated by this Agreement, the Indenture, the Credit Documents, the Warrant Purchase Agreements, the AFP Series 2016 A Notes, or any agreement or instrument to which the Bond Bank is a party or by which it is bound

and which is used or contemplated for use in consummation of the transactions contemplated by this Agreement or those documents, is in full force and effect.

3.8 No Other Security Interests. The Pledged Collateral is not pledged by the Bond Bank to the payment of any other obligation and is not subject to any prior claim or prior lien, other than the security interest granted therein by the Bond Bank to the Trustee for the benefit of the holders of the AFP Series 2016 A Notes pursuant to the Indenture.

3.9 Anti-Corruption Laws and Sanctions. To the knowledge of the Bond Bank its directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in the Bond Bank being designated as a Sanctioned Person. None of (a) the Bond Bank, or to the knowledge of the Bond Bank any of its directors, officers or employees, or (b) to the knowledge of the Bond Bank, any agent of the Bond Bank that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No borrowing or letter of credit, use of proceeds or other transaction contemplated by this Agreement will violate, in any material respect, any Anti-Corruption Law or applicable Sanctions.

3.10 Sovereign Immunity. The Bond Bank is not entitled to claim, with respect to itself or the security for Credit Obligations, the defense of sovereign immunity under current law in any action, suit or proceeding arising out of this Agreement or the Facility Note: (a) for monetary damages; or (b) for the execution or enforcement of any judgment (subject to applicable bankruptcy or insolvency laws or limitation on legal remedies against political subdivisions in the State), nor may there be attributed to the Bond Bank or the security for Credit Obligation any such immunity (whether or not claimed).

ARTICLE 4. COVENANTS OF THE BOND BANK

The Bond Bank covenants and agrees with the Bank that the Bond Bank shall:

4.1 Compliance With Indenture. Comply at all times with its covenants and obligations under the Indenture, the Warrant Purchase Agreements and the AFP Series 2016 A Notes within any periods of grace provided in those documents; and not amend, modify, terminate, or grant any waiver under, or consent to, permit or suffer to occur any action or omission which results in, or is equivalent to, an amendment, modification or grant of a waiver under the Indenture, the Warrant Purchase Agreements or the AFP Series 2016 A Notes, except for those amendments, modifications or grants of waivers for which the Bank's consent is expressly not required under the terms of the Indenture which is the subject of such amendment, modification or grant of waiver.

4.2 Conduct of Business. At all times conduct its affairs and carry on its operations in such manner as to comply in all material respects with any and all applicable laws of the United States of America and the State of Indiana.

4.3 Inspection. At any reasonable time and from time to time during normal business hours (and prior to an Event of Default, upon at least one Business Day's prior notice), permit the Bank or any of its agents or representatives to examine and make copies of any abstracts from the records and books of account of the Bond Bank and discuss the general business affairs of the Bond Bank with any of its officials, directors, or employees.

4.4 Books and Records. Keep proper books and records of account in which full and correct entries shall be made of financial transactions and the assets and business of the Bond Bank in accordance with generally accepted accounting principles consistently applied.

4.5 Financial Reporting. Furnish the Bank the following: (a) as soon as possible and in any event within ten (10) days after the occurrence of each Event of Default continuing on the date of such statement, a statement of an Authorized Officer of the Bond Bank setting forth details of such Event of Default and the action which the Bond Bank proposes to take with respect to the Event of Default; (b) as soon as possible after the end of each fiscal year of the Bond Bank, its audited balance sheet as at the end of such fiscal year and its audited income statement and statement of cash flows for such fiscal year prepared by its independent certified public accountants; and (c) such other information regarding the financial condition or operations of the Bond Bank as the Bank may reasonably request from time to time.

4.6 Communications. Promptly furnish to the Bank a copy of all notices, reports, statements (including financial statements) and other communications sent, given or delivered by the Bond Bank pursuant to or in connection with the Indenture at the time required.

4.7 Encumbrances. Not create or suffer to exist, whether voluntary or involuntary or by operation of law, any liens, security interests or other encumbrances upon or with respect to the Pledged Collateral (other than those contemplated by the Indenture).

4.8 Compliance with Anti-Corruption Laws. The Bond Bank its directors, officers, employees and agents will comply, in all material respects, with Anti-Corruption Laws and applicable Sanctions

4.9 Additional Revenues. With respect to the Bond Bank's payment of the Credit Obligations hereunder, the Bond Bank further agrees and covenants with the Bank as follows:

- (a) The Bond Bank shall regularly review the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of principal of and interest on such Warrants, together with other Revenues (as defined in the Indenture) (without taking into account any Advances made or available to be made hereunder) deposited or anticipated to be deposited

in the General Fund under the Indenture, shall be sufficient to provide for the timely payment of the principal of and interest on the AFP Series 2016 A Notes; and

(b) At any time that the Bond Bank or the Bank, after reasonable investigation and based on information reasonably deemed reliable, determines or reasonably anticipates that the actual or anticipated payments on the Warrants by any of the Qualified Entities will be insufficient in the aggregate to provide for the timely payment of the principal of and interest on the AFP Series 2016 A Notes (without taking into account any Advances made or available to be made hereunder), the Bond Bank shall pursue all necessary and appropriate actions not inconsistent with the powers and purposes of the Bond Bank under the Act and Section 6.1 hereof in order to remedy such actual or anticipated deficiency of funds in the General Fund under the Indenture. Any amounts received or otherwise made available by the Bond Bank pursuant to the actions taken by the Bond Bank under this paragraph shall be deposited in the General Fund under and pursuant to the Indenture, up to the amount of any actual or projected deficiency in the amounts available for the timely payment of the principal of and interest on the AFP Series 2016 A Notes.

4.10 Use of Proceeds. The Bond Bank will not request any borrowing or letter of credit, and the Bond Bank shall not use, and shall ensure that its directors, officers, employees and agents shall not use, the proceeds of any borrowing or letter of credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

4.11 No Sovereign Immunity. To the fullest extent permitted by law, not assert the defense of sovereign immunity in any legal proceeding to enforce or collect upon the obligations of the Bond Bank under this Agreement or the transactions contemplated hereby. To the extent the Bond Bank has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise), with respect to itself, the Bond Bank irrevocably waives (to the extent permitted by law) such immunity in respect of its obligations under this Agreement and the Facility Note.

ARTICLE 5. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default under this Agreement:

5.1 Nonpayment of Credit Obligations. Default in the payment when due, whether by acceleration or otherwise, of any amount payable under the terms of this Agreement or any other Credit Obligations.

5.2 Bankruptcy, Insolvency, etc. The Bond Bank becoming insolvent or admitting in writing its inability to pay its debts as they mature or the adjudication of the Bond Bank as a bankrupt or as insolvent; or the Bond Bank applying for, consenting to, or acquiescing in the appointment of, a trustee or receiver for the Bond Bank or any of its property, or the Bond Bank making a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee or receiver being appointed for the Bond Bank or for a substantial part of its property and not being discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding being instituted by the Bond Bank or against the Bond Bank and being consented to or acquiesced in by the Bond Bank or, if instituted against the Bond Bank, remaining for sixty (60) days undismissed.

5.3 Violations of Covenants. Failure by the Bond Bank to comply with any of the covenants stated in Article 4 of this Agreement, and continuance of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank.

5.4 Warranties. Any warranty or representation made by the Bond Bank in this Agreement proving to have been false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice or other writing furnished by the Bond Bank to the Bank proving to have been false or misleading in any material respect when made or delivered.

5.5 Noncompliance with other Provisions of this Agreement. Failure by the Bond Bank to comply with or perform any covenant or other provision of this Agreement or the Credit Documents (which failure does not constitute an Event of Default under any of the preceding provisions of this Article 5) and continuance of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank.

5.6 Noncompliance with Indenture, etc. Failure of the Bond Bank to comply with or perform any covenant or provision of the Indenture, the AFP Series 2016 A Notes, the Warrant Purchase Agreements or any agreement, document, or instrument executed pursuant thereto, which failure constitutes an “Event of Default” as defined in such document or agreement or allows the holder or holders of such obligation, or any trustee for such holders to pursue its remedies thereunder.

5.7 Remedies. If any Event of Default occurs and is continuing, then, upon the election of the Bank, (a) all Credit Obligations shall become immediately due and payable, without demand, presentment, protest, or notice of any kind, all of which are hereby expressly waived; (b) the Bank shall have the right to terminate this Agreement and the obligation to make an Advance under the Credit Facility upon seven (7) Banking

Days' written notice to the Bond Bank and the Trustee, which termination shall become effective on the date specified in the notice, but in any event not less than seven (7) Banking Days after delivery of such notice; (c) the Bank may pursue its rights with respect to the Pledged Collateral; (d) all outstanding principal and interest on the Facility Note shall become immediately due and payable; and (e) the Bank shall have the rights and remedies available to it under the Indenture, the Warrant Purchase Agreements and the Credit Documents or otherwise available pursuant to law or equity; provided, however, the Bank's remedies hereunder are subject to the provisions of Article 6 hereof.

ARTICLE 6. LIMITED LIABILITY OF STATE OF INDIANA

6.1 Limited Liability. Notwithstanding anything herein to the contrary, the Credit Obligations of the Bond Bank under this Agreement are the obligations of the Bond Bank payable from the Trust Estate (as defined in the Indenture) and do not constitute a debt, obligation or liability of the State of Indiana, any political subdivision thereof or any Qualified Entity under the constitution of the State of Indiana or a pledge of the faith and credit of the State of Indiana, any political subdivision thereof or any Qualified Entity. Neither the State of Indiana, any political subdivision thereof, any Qualified Entity or any agent, attorney, member, officer, director or employee of the State of Indiana, any political subdivision thereof, any Qualified Entity or the Bond Bank shall, in any event, be liable for the payment of the Credit Obligations or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bond Bank. No breach by the Bond Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Indiana, any political subdivision thereof, any Qualified Entity or any agent, employee, attorney, officer, director or member of the State of Indiana, any political subdivision thereof, any Qualified Entity or the Bond Bank, or any charge upon the general credit or upon the taxing power of the State of Indiana, any political subdivision thereof or any Qualified Entity. Nothing contained herein shall be construed as relieving or exculpating the Bond Bank of or from its obligations hereunder.

ARTICLE 7. MISCELLANEOUS

7.1 No Waiver, Cumulative Remedies. No delay or failure on the part of the Bank in the exercise of any power or right shall preclude any other or further exercise thereof or the exercise of any other power or right, and the rights and remedies hereunder of the Bank are cumulative to, and not exclusive of, any rights or remedies which it would otherwise have.

7.2 Amendments, etc. No amendment, modification, termination or waiver of any provision of this Agreement or consent to any departure by the Bond Bank therefrom shall in any event be effective unless the same shall be in writing and signed by the Bank. No notice to or demand on the Bond Bank in any case shall entitle the Bond Bank to any other further notice or demand in similar or other circumstances.

7.3 Costs and Expenses. Subject to the provisions of Article 6 hereof, the Bond Bank agrees to pay on demand all reasonable costs and expenses (including attorneys' fees), if any, incurred by the Bank in connection with the enforcement of this Agreement and the other instruments and documents to be delivered hereunder, or in connection with any action, suit or proceeding brought against the Bank by any person which arises out of the transactions contemplated hereby or out of any action or inaction by the Bank hereunder or thereunder.

7.4 Survival of Representations. All representations and warranties made herein or in certificates given pursuant hereto shall survive the execution and delivery of this Agreement and shall continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available hereunder.

7.5 Addresses for Notices. Any notice hereunder to the Bond Bank or the Bank shall be in writing and, if delivered by hand, shall be deemed to have been given when delivered and, if mailed, shall be deemed to have been given three (3) days after the date when sent by registered or certified mail, postage prepaid, and addressed to the Bond Bank or the Bank at its address shown below, or at such other address as such party may, by written notice to the other party to this Agreement, have designated as its address for such purpose. The addresses referred to are as follows:

As to the Bank: JPMorgan Chase Bank, N.A.
1 East Ohio Street, Mail Code IN1-0046
Indianapolis, IN 46277
Attention: Nancy Dorsa, Vice President
Telecopier No.: (317) 767-8008

As to the Bond Bank: Indiana Bond Bank
2980 Market Tower
10 West Market Street
Indianapolis, Indiana 46204-2982
Attention: Executive Director
Telecopier No.: (317) 233-0894

7.6 Headings. Article and Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

7.7 Severability of Provisions. Any provisions of this Agreement which are unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof.

7.8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

7.9 Binding Nature, Governing Law, etc. This Agreement shall be binding upon the Bond Bank and its successors and assigns, and shall inure to the benefit of the Bank and the benefit of its successors and assigns. This Agreement is made under and will be governed by the laws of the State of Indiana. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby.

7.10 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7.11 Municipal Advisor Disclosures and Disclaimers. The Bond Bank acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Bond Bank and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor, including without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Bond Bank, (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Bond Bank with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Bond Bank on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the Bond Bank, and (vi) the Bond Bank has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

*Signature page to
Credit Facility and Reimbursement Agreement
dated as of January 1, 2016*

Dated as of the date first above written.

INDIANA BOND BANK

By: Kelly M. Mitchell
Kelly M. Mitchell, Chair

ATTEST:

Ronald L. Mangus
Ronald L. Mangus, Executive Director

JPMORGAN CHASE BANK, N.A.

By: _____
David C. Chan, Authorized Officer

*Signature page to
Credit Facility and Reimbursement Agreement
dated as of January 1, 2016*

Dated as of the date first above written.

INDIANA BOND BANK

By: _____
Kelly M. Mitchell, Chair

ATTEST:

Ronald L. Mangus, Executive Director

JPMORGAN CHASE BANK, N.A.

By: 

David C. Chan, Authorized Officer

EXHIBIT "A"
FACILITY NOTE

\$6,607,800

Indianapolis, Indiana
Dated: January 28, 2016
Final Maturity: May 31, 2017

On or before May 31, 2017, INDIANA BOND BANK (the "Bond Bank") promises to pay to the order of JPMORGAN CHASE BANK, N.A., a New York banking corporation (the "Bank"), at the office of the Bank at 1 East Ohio Street, Mail Code IN1-0045, 4th Floor, Indianapolis, IN 46277, all amounts due and owing under the Credit Facility and Reimbursement Agreement between the Bond Bank and the Bank dated as of January 1, 2016 (the "Reimbursement Agreement"), all as represented by this Facility Note, and to pay interest on the unpaid principal balance outstanding from time to time as provided in this Facility Note. To the extent that moneys are available in the Trust Estate (as defined in the Reimbursement Agreement) for the repayment of the Credit Obligations (as defined in the Reimbursement Agreement), the Bond Bank promises to repay such amounts to the Bank prior to May 31, 2017.

Amounts due and owing on this Facility Note are payable in immediately available funds on the dates and at the times specified in the Reimbursement Agreement. Interest on the outstanding balance of such amounts is payable on such dates, at a rate per annum equal to the CB Floating Rate (as defined in the Reimbursement Agreement). Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. In the event that the outstanding balance of such amounts is not payable on or before May 31, 2017, interest on the outstanding balance of such amount will be payable at a rate per annum equal to the Default Rate. All payments made hereunder shall be applied first to accrued and unpaid interest, then to outstanding principal, and then to fees and expenses of enforcement.

This obligation is issued under, and is subject to the terms of, the Reimbursement Agreement.

Notwithstanding anything herein to the contrary, the obligations of the Bond Bank under this Facility Note are obligations of the Bond Bank payable from the Trust Estate and do not constitute a debt, obligation or liability of the State of Indiana, any political subdivision thereof or any Qualified Entity (as defined in the Reimbursement Agreement) under the constitution of the State of Indiana, or a pledge of the faith and credit of the State of Indiana, any political subdivision thereof or any Qualified Entity. Neither the State of Indiana, any political subdivision thereof or any Qualified Entity, nor any agent, attorney, member, officer, director or employee of the State of Indiana, any political subdivision thereof, any Qualified Entity or the Bond Bank shall in any event be liable for the payment of the Bond Bank's obligations hereunder. No breach by the Bond Bank of any such obligation may impose any liability, pecuniary or otherwise, upon the State of Indiana, any political subdivision thereof, any Qualified Entity or any agent, employee, attorney, officer, director or member of the State of Indiana, of any political subdivision thereof, any Qualified Entity or the Bond Bank, or any charge upon their general credit or

upon the taxing power of the State of Indiana, any political subdivision thereof or any Qualified Entity. Nothing contained herein shall be construed as relieving or exculpating the Bond Bank of or from its payment obligations hereunder.

The Bond Bank and any endorsers severally waive demand, presentment for payment and notice of nonpayment of this Facility Note, and each of them consents to any renewals or extension of the time of payment of this Facility Note without notice.

All amounts payable under the terms of this Facility Note shall be payable with expenses of collection, including attorneys' fees, and without relief from valuation and appraisal laws.

This Facility Note is made under and will be governed by the laws of the State of Indiana notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

IN WITNESS WHEREOF, the Bond Bank has caused this Facility Note to be duly executed.

INDIANA BOND BANK

By: _____
Kelly M. Mitchell, Chair

ATTEST:

Ronald L. Mangus, Executive Director

EXHIBIT "B"
CERTIFICATE REQUESTING PAYMENT

JPMorgan Chase Bank, N.A.
1 East Ohio Street
Mail Code IN1-0046, Fourth Floor
Indianapolis, IN 46277
Attention: Government, Nonprofit and Healthcare Group

Ladies and Gentlemen:

We refer to the Credit Facility and Reimbursement Agreement dated as of January 1, 2016 (the "Agreement"), by and between the Indiana Bond Bank (the "Bond Bank") and you, all in connection with the issuance by the Bond Bank of its Advance Funding Program Notes, Series 2016 A (the "AFP Series 2016 A Notes"). The terms defined in the Agreement and not otherwise defined herein shall have the meanings set forth in the Agreement.

Pursuant to the Agreement, we hereby request payment in the amount of \$ _____, and in connection with such request, we hereby certify as follows:

1. We serve as Trustee under the terms of that certain Note Indenture, dated as of January 1, 2016, between the Bond Bank and the undersigned (the "Indenture"), pursuant to which the Bond Bank has issued its AFP Series 2016 A Notes and we have been designated thereunder as the assignee of the Bond Bank under the Agreement.

[2. \$ _____ of the principal of and \$ _____ of the interest on the maturities of AFP Series 2016 A Notes corresponding to this request for payment is now or, under the terms of the Indenture, will become due and payable on January 4, 2017, which date is no more than one (1) Banking Day from the date hereof if this request for payment is being submitted at or before 10:00 a.m. New York City time, or no more than two (2) Banking Days from the date hereof if this request for payment is being submitted after 10:00 a.m. New York City time, and the request for payment under the Agreement in the amount set forth above is being made to pay a portion of the principal of and interest on such AFP Series 2016 A Notes because of the failure of one or more Qualified Entities to pay its Warrant as it came due, resulting in the inability of the Bond Bank to pay all principal and interest currently due under such AFP Series 2016 A Notes.]

or

[2. An Event of Default has occurred under the terms of the Agreement and you have given the Bond Bank written notice of the termination of the Credit Facility in

accordance with Section 5.7 of the Agreement, which termination has not yet become effective.]

3. The amount requested is not greater than the deficiency between (i) the sum of the amount of principal and accrued and unpaid interest currently due and owing, or to become due and owing on the maturities of AFP Series 2016 A Notes corresponding to this request for payment, and (ii) the amount of moneys currently held under the Indenture and available for the payment of such AFP Series 2016 A Notes.

4. The amount requested does not exceed the Commitment Amount available on the date hereof to be requested under the Agreement.

5. Upon receipt of the amount requested under the Agreement, we will apply the same directly to the payment of the principal and accrued and unpaid interest due and owing on the maturities of AFP Series 2016 A Notes corresponding to this request for payment when due.

6. No Event of Default or Default exists and is continuing under the Agreement as of the date hereof, unless stated otherwise in Paragraph 2 of this Certificate.

7. If payment is requested hereunder because of the failure of one or more Qualified Entities to pay its Warrant as it came due, we have or shall promptly upon receipt of payment hereunder assign to you, and register in your name, AFP Series 2016 A Notes in the aggregate principal amount equal to the total amount requested and paid hereunder.

8. You have a first lien on the net amount of the amount requested hereunder remaining after payment of principal and interest on the AFP Series 2016 A Notes and we shall promptly return such net amount to you after making payment in full of such principal and interest payable under the AFP Series 2016 A Notes.

In connection with such demand for payment, [please wire the amount demanded hereunder to Account No. _____ at _____ in _____ -or- please credit Account No. _____ maintained with you.]

Dated _____, 2016.

THE HUNTINGTON NATIONAL BANK,
as Trustee

By: _____
Printed: _____
Title: _____

EXHIBIT C
NOTICE OF RIGHTS OF TRUSTEE

The Huntington National Bank,
as trustee (the "Trustee"), under the Note Indenture,
dated as of January 1, 2016, between
the Indiana Bond Bank and the Trustee
and any successor trustee
45 North Pennsylvania Street
INHP 22
Indianapolis, Indiana

Ladies and Gentlemen:

We have appointed you, The Huntington National Bank, as trustee under the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Indiana Bond Bank (the "Bond Bank") and the Trustee, pursuant to which the Bond Bank has issued its Advance Funding Program Notes, Series 2016 A (the "AFP Series 2016 A Notes"). We have also entered into the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016 (the "Agreement"), with JPMorgan Chase Bank, N.A. (the "Bank"), a copy of which is attached hereto, which provides further security with respect to a material portion of the payment when due of the principal of and interest on the AFP Series 2016 A Notes.

Pursuant to the Indenture and Section 1.5 of the Agreement, we hereby assign all rights (but not the obligations) under the Agreement to you, as Trustee. Included among these rights is the right to request payment of funds under the Agreement in order to make timely payment of principal of and interest on the AFP Series 2016 A Notes as required under the Indenture.

Pursuant to Section 1.1 of the Agreement, the Bank will make payment to the Trustee in a single disbursement in an aggregate principal amount not to exceed \$6,607,800 upon the submission to the Bank of a Certificate Requesting Payment signed by the Trustee in the form attached to the Agreement as Exhibit "B," delivered to the Bank at its principal office no later than January 5, 2017.

By delivery of this Notice of Rights of Trustee, we hereby request and direct the Trustee to take any and all necessary action on behalf of the Bond Bank to exercise any and all of its rights under the Agreement.

Dated January 28, 2016

INDIANA BOND BANK

By: _____
Kelly M. Mitchell, Chair

ATTEST:

Ronald L. Mangus, Executive Director

Consent and Approval

The undersigned hereby consents to and approves of the delivery of the Notice of Rights of Trustee from the Bond Bank to the Trustee, and further acknowledges that all requests for payment by the Trustee represented under and in compliance with the Agreement will be duly honored upon presentation to the Bank.

Dated January 28, 2016

JPMORGAN CHASE BANK, N.A.

By:

David C. Chan, Authorized Officer

Acceptance of Assignment

The undersigned hereby accepts the assignment of the rights (but not the obligations) of the Bond Bank under the Agreement and agrees to be bound by the terms thereof.

Dated January 28, 2016

THE HUNTINGTON NATIONAL BANK,
as Trustee

By: _____

Printed Name – Title

FACILITY NOTE

\$6,607,800

Indianapolis, Indiana
Dated: January 28, 2016
Final Maturity: May 31, 2017

On or before May 31, 2017, INDIANA BOND BANK (the "Bond Bank") promises to pay to the order of JPMORGAN CHASE BANK, N.A., a New York banking corporation (the "Bank"), at the office of the Bank at 1 East Ohio Street, Mail Code IN1-0045, 4th Floor, Indianapolis, IN 46277, all amounts due and owing under the Credit Facility and Reimbursement Agreement between the Bond Bank and the Bank dated as of January 1, 2016 (the "Reimbursement Agreement"), all as represented by this Facility Note, and to pay interest on the unpaid principal balance outstanding from time to time as provided in this Facility Note. To the extent that moneys are available in the Trust Estate (as defined in the Reimbursement Agreement) for the repayment of the Credit Obligations (as defined in the Reimbursement Agreement), the Bond Bank promises to repay such amounts to the Bank prior to May 31, 2017.

Amounts due and owing on this Facility Note are payable in immediately available funds on the dates and at the times specified in the Reimbursement Agreement. Interest on the outstanding balance of such amounts is payable on such dates, at a rate per annum equal to the CB Floating Rate (as defined in the Reimbursement Agreement). Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. In the event that the outstanding balance of such amounts is not payable on or before May 31, 2017, interest on the outstanding balance of such amount will be payable at a rate per annum equal to the Default Rate. All payments made hereunder shall be applied first to accrued and unpaid interest, then to outstanding principal, and then to fees and expenses of enforcement.

This obligation is issued under, and is subject to the terms of, the Reimbursement Agreement.

Notwithstanding anything herein to the contrary, the obligations of the Bond Bank under this Facility Note are obligations of the Bond Bank payable from the Trust Estate and do not constitute a debt, obligation or liability of the State of Indiana, any political subdivision thereof or any Qualified Entity (as defined in the Reimbursement Agreement) under the constitution of the State of Indiana, or a pledge of the faith and credit of the State of Indiana, any political subdivision thereof or any Qualified Entity. Neither the State of Indiana, any political subdivision thereof or any Qualified Entity, nor any agent, attorney, member, officer, director or employee of the State of Indiana, any political subdivision thereof, any Qualified Entity or the Bond Bank shall in any event be liable for the payment of the Bond Bank's obligations hereunder. No breach by the Bond Bank of any such obligation may impose any liability, pecuniary or otherwise, upon the State of Indiana, any political subdivision thereof, any Qualified Entity or any agent, employee, attorney, officer, director or member of the State of Indiana, of any political subdivision thereof, any Qualified Entity or the Bond Bank, or any charge upon their general credit or

upon the taxing power of the State of Indiana, any political subdivision thereof or any Qualified Entity. Nothing contained herein shall be construed as relieving or exculpating the Bond Bank of or from its payment obligations hereunder.

The Bond Bank and any endorsers severally waive demand, presentment for payment and notice of nonpayment of this Facility Note, and each of them consents to any renewals or extension of the time of payment of this Facility Note without notice.

All amounts payable under the terms of this Facility Note shall be payable with expenses of collection, including attorneys' fees, and without relief from valuation and appraisal laws.

This Facility Note is made under and will be governed by the laws of the State of Indiana notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

IN WITNESS WHEREOF, the Bond Bank has caused this Facility Note to be duly executed.

INDIANA BOND BANK

By: Kelly M. Mitchell
Kelly M. Mitchell, Chair

ATTEST:

Ronald L. Mangus
Ronald L. Mangus, Executive Director

\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

CERTIFICATE OF THE BANK

The undersigned officer of JPMorgan Chase Bank, N.A. (the "Bank"), in connection with the issuance and sale by the Indiana Bond Bank (the "Bond Bank") of its Advance Funding Program Notes, Series 2016 A (the "Notes"), in the aggregate principal amount of \$73,420,000, pursuant to the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between The Huntington National Bank, as trustee (the "Trustee"), and the Bond Bank, does hereby certify and represent that:

1. The Bank is a national banking association and has the power to execute and deliver and perform its obligations under the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016 (the "Credit Facility Agreement"), between the Bond Bank and the Bank, including the making of disbursement thereunder.

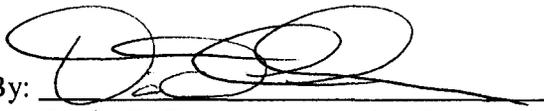
2. The Bank has duly authorized, executed and delivered the Credit Facility Agreement and by doing so is not, to the knowledge of the undersigned, but without investigation, in violation of its Organization Certificate or By-Laws or any order, judgment or decree binding upon the Bank.

3. To the knowledge of the undersigned, but without investigation, there is no litigation or proceeding pending or threatened, challenging the validity of the Credit Facility Agreement or seeking to enjoin the performance of the Bank's obligations thereunder.

4. To the knowledge of the undersigned, the statements concerning the Bank in Appendix D to the Official Statement, dated January 20, 2016, relating to the Notes, are substantially accurate in all material respects.

Dated the 28th day of January, 2016.

JPMORGAN CHASE BANK, N.A.

By: 
David C. Chan, Authorized Officer

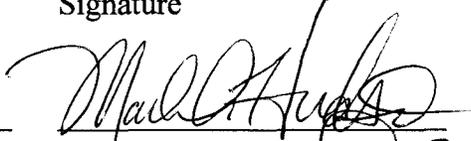
\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

GENERAL CERTIFICATE OF THE TRUSTEE

The undersigned, a duly elected, qualified and acting officer, holding the office as indicated below his or her signature, of The Huntington National Bank (the "Company"), hereby certifies that:

1. The Company, designated as Trustee of the trust created by the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Company and the Indiana Bond Bank (the "Bond Bank"), for the issuance by the Bond Bank of its Advance Funding Program Notes, Series 2016 A (the "Notes"), in a total principal amount of \$73,420,000, hereby accepts such trust.

2. The following officers of the Company have been duly elected or appointed and qualified and are presently serving as such, and their respective signatures are as follows:

Name	Title	Signature
<u>Mark A. Hudson</u>	<u>Vice President</u>	
<u>Maranda LujaJohnson</u>	<u>Trust Officer</u>	

3. The Company is a national banking association, duly organized, validly existing and in good standing under the laws of the United States, is authorized and empowered to transact business and to carry out corporate trust powers in the State of Indiana, has all necessary power and authority to enter into and perform its duties under the Indenture in all jurisdictions as contemplated by the Indenture and has the corporate power to take all action requested or permitted of it under the Indenture. Exhibit A attached hereto is a true and correct copy of excerpts from the Bylaws or other documentary materials establishing the trust authority of the Company, and, pursuant to the authorization contained therein, Mark A. Hudson was authorized to sign, and Maranda LujaJohnson was authorized to attest, in the name and on behalf of the Company, the Indenture.

4. The Company is duly authorized by all necessary corporate action to accept the Indenture and to authenticate and hold the Notes on behalf of the purchasers thereof at the direction of the Bond Bank.

5. The acceptance of the Indenture and compliance with the provisions thereof will not conflict with, or constitute a breach of or default under, the Company's duties under such documents or any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the Company is subject or by which it is bound.

6. No litigation is pending or to the best knowledge of the undersigned, threatened (either in state or federal courts) against the Company (a) to restrain or enjoin the Company from authenticating the Notes or collecting or realizing upon the Revenues or other security pledged under the Indenture or (b) in any way contesting or affecting the Company's authority for the authentication of the Notes or the validity or enforceability with respect to the Company of the Notes or the Indenture.

7. All approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter, which would constitute a condition precedent to the performance by the Company of its duties and obligations under the Indenture, have been obtained and are in full force and effect.

8. The Company has taken all action necessary for the acceptance of and has duly accepted the office of Trustee under the Indenture.

9. All conditions, including the receipt of all documents and moneys required by the Indenture as conditions precedent to the authentication or delivery of the Notes, have been satisfied.

10. The Company has caused the Notes to be authenticated in accordance with the Indenture and with instructions received from time to time from the Bond Bank by the signature of one of the authorized representatives named herein on the Certificate of Authentication thereon in the following form:

“This Note is one of the Advance Funding Program Notes, Series 2016 A, issued and delivered pursuant to the provisions of the Indenture.

THE HUNTINGTON NATIONAL BANK, as
Trustee

By: _____
Authorized Representative”

11. The Indenture has been duly executed by the officers of the Company, as Trustee.

12. With respect to any Warrants to be purchased by the Bond Bank with the proceeds of the Notes in connection with the Warrant Purchase Agreements, each of the Qualified Entities entering into such Warrant Purchase Agreement with the Bond Bank has certified that it has complied with all of the terms and conditions for purchases set forth in Indiana Code 5-1.5, as amended, and Section 4.7 of the Indenture.

13. The Trustee acknowledges the execution of the Warrant Purchase Agreements and accepts and agrees to perform its obligations on behalf of the Bond Bank under the Warrant Purchase Agreements.

14. Each of the Indenture and the Continuing Disclosure Agreement, dated as of January 1, 2016, between the Bond Bank and the Trustee (the "Continuing Disclosure Agreement"), have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the Bond Bank, each of the Indenture and the Continuing Disclosure Agreement constitutes a valid and binding agreement of the Trustee enforceable against the Trustee in accordance with their respective terms.

All terms not defined herein shall have the same meanings attributed to them in the Indenture.

Dated: January 28, 2016.

THE HUNTINGTON NATIONAL BANK

By: Cheri Scott Geraci

Printed: Cheri Scott-Geraci

Title: Vice President

CERTIFICATE
BYLAWS OF
THE HUNTINGTON NATIONAL BANK
ARTICLE VIII, SECTION 8.2

Section 8.2. Execution of Instruments. All agreements, contracts, indentures, mortgages, deeds, conveyances, leases, assignments, notes, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted in behalf of the Association by the Chairman, a Vice Chairman, or the President, or any Vice President, or the Secretary, or any Assistant Secretary, or the Cashier, and, if in connection with the exercise of fiduciary powers of the Association by any of said officers or by any Trust Officer, Assistant Trust Officer, Assistant Vice President or any other officer employed in the Trust Department. Any such instruments may also be executed, acknowledged, verified, delivered or accepted in behalf of the Association in such other manner and by such other officers and employees as the Directors may from time to time direct. The provisions of this Section 8.2. are supplementary to any other provision of these Bylaws.

I, Stephanie Klimack, Assistant Secretary of The Huntington National Bank, hereby certify that the foregoing is a true and correct copy of Article VIII, Section 8.2. of the Bylaws of The Huntington National Bank, now in full force and effect, and that Mark A. Hudson and Cheri Scott-Geraci are each duly elected, qualified and acting Vice Presidents and Maranda LujaJohnson is a duly elected, qualified and acting Trust Officer in the Trust Department of The Huntington National Bank.

Dated this 20th day of January, 2016, at Columbus, Ohio.



STEPHANIE KLIMACK
ASSISTANT SECRETARY
THE HUNTINGTON NATIONAL BANK



Comptroller of the Currency
TREASURY DEPARTMENT OF THE UNITED STATES
Washington, D. C.

WHEREAS, THE HUNTINGTON NATIONAL BANK, LOCATED IN COLUMBUS, STATE OF OHIO, BEING A NATIONAL BANKING ASSOCIATION, ORGANIZED UNDER THE STATUTES OF THE UNITED STATES, HAS MADE APPLICATION FOR AUTHORITY TO ACT AS FIDUCIARY

AND WHEREAS, APPLICABLE PROVISIONS OF THE STATUTES OF THE UNITED STATES AUTHORIZE THE GRANT OF SUCH AUTHORITY;

NOW THEREFORE, I HEREBY CERTIFY THAT THE NECESSARY APPROVAL HAS BEEN GIVEN AND THAT THE SAID ASSOCIATION IS AUTHORIZED, EFFECTIVE AS OF THE CLOSE OF BUSINESS DECEMBER 31, 1979, TO ACT IN ALL FIDUCIARY CAPACITIES PERMITTED BY SUCH STATUTES.

IN TESTIMONY WHEREOF, WITNESS MY
SIGNATURE AND SEAL OF OFFICE THIS
THIRTY-FIRST DAY OF DECEMBER, 1979.

(Signed) John A. Helmann

COMPTROLLER OF THE CURRENCY



Crowe Horwath LLP
Independent Member Crowe Horwath International
10 West Market Street, Suite 2000
Indianapolis, Indiana 46204-2975
Tel 317.632.1100
Fax 317.635.6127
www.crowehorwath.com

**CERTIFICATE OF THE FINANCIAL ADVISOR
REGARDING OFFICIAL STATEMENT**

Acting pursuant to Section 8(h)(xi) of the Note Purchase Contract dated January 20, 2016, between the Indiana Bond Bank (the "Bond Bank") and J.P. Morgan Securities LLC and in reliance upon certain representations and certifications provided to the Bond Bank by each Qualified Entity, the undersigned, in its capacity as financial advisor to the Bond Bank, hereby certifies as follows:

1. To the best of our knowledge and belief, the statements made in Appendix A in the Preliminary Official Statement, dated January 12, 2016, and in the Official Statement dated January 20, 2016, did not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
2. Each Qualified Entity has been reviewed and approved for participation in the Indiana Bond Bank Advance Funding Program by the Bond Bank.
3. Each Qualified Entity has executed a Warrant Purchase Agreement for the sale of its tax anticipation warrants to the Bond Bank.

Dated this 28th day of January, 2016.

CROWE HORWATH LLP

By: 
John R. Skomp, Partner

\$73,420,000
INDIANA BOND BANK
Advance Funding Program Notes
Series 2016 A

Examination of Arithmetical Accuracy
by Independent Accountants



Crowe Horwath LLP
Independent Member Crowe Horwath International

Indiana Bond Bank
Indianapolis, Indiana

Barnes & Thornburg LLP
Indianapolis, Indiana

J.P. Morgan Securities LLC
Chicago, Illinois

The Huntington National Bank
Indianapolis, Indiana
(as trustee)

Independent Accountant's Report

The Indiana Bond Bank (the "Bond Bank") proposes to issue \$73,420,000 Advance Funding Program Notes, Series 2016 A dated January 28, 2016 (the "2016 Notes"). The proceeds of the 2016 Notes will be used to (a) purchase certain Warrants of the Qualified Entities (the "Warrants") as defined in the Official Statement relating to the 2016 Notes dated January 20, 2016, and (b) pay for certain costs of issuance of the 2016 Notes including underwriter's discount.

The Bond Bank provided the projected amounts and dates of deposits to be made from principal and interest on the Warrants. Based on that and other information, the Bond Bank provided and is responsible for the schedules accompanying this report and they indicate that the schedules are arithmetically accurate and the anticipated receipts of principal and interest when due from the Warrants will be sufficient to pay, when due, the principal of and interest on the 2016 Notes.

We have examined the arithmetical accuracy of the computations included in the accompanying schedules supporting the above assertions of the Bond Bank. Our responsibility is to express an opinion based on our examination. Our examination was made in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence supporting the arithmetical accuracy of the computations included in the accompanying schedules and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

Indiana Bond Bank
Barnes & Thornburg LLP
J.P. Morgan Securities LLC
The Huntington National Bank
Page 2

In our opinion, based on the information provided by the Bond Bank, the computations in the accompanying schedules are arithmetically accurate, in all material respects.

Our examination of the arithmetical accuracy included the following procedures and findings:

- We compared the principal amount, interest rate and maturity date of the 2016 Notes as shown in the 2016 Notes debt service schedule attached to this report to the Official Statement for the 2016 Notes and found them to be in agreement.
- We compared the principal amounts and maturity dates of the total amount of Warrants of the Qualified Entities shown in the Qualified Entities' Warrants debt service schedule attached to this report to Appendix A of the Official Statement for the 2016 Notes and found them to be in agreement.
- We compared the total debt service payments of the 2016 Notes as shown in the 2016 Notes debt service schedule and the total debt service payments of the total Warrants of the Qualified Entities as shown in the Qualified Entities' Warrants debt service schedule to the corresponding amounts on the cash flow schedule and found that the total debt service payments on all of the Warrants will be greater than the total debt service payment on the 2016 Notes.
- In the course of our examination of the arithmetical accuracy of the computations included on the accompanying schedules, we utilized industry recognized software to independently prepare similar schedules based upon information provided to us by the Bond Bank. We compared the schedules provided by the Bond Bank to the schedules we prepared and found them to be in agreement.

This report is intended solely for the information and use of the Bond Bank, Barnes & Thornburg LLP ("Bond Counsel"), J.P. Morgan Securities LLC, and The Huntington National Bank (collectively, the "Specified Parties") and is not intended to be and should not be used by anyone other than the Specified Parties. This report is not to be quoted or referred to without our prior written consent except in the opinion of Bond Counsel with respect to the 2016 Notes and in the closing transcript for the 2016 Notes. We have no obligation to update this report, because of events occurring, or data or information coming to our attention, subsequent to the date of this report.


Crowe Horwath LLP

Indianapolis, Indiana
January 28, 2016

Indiana Bond Bank
2016A Advance Funding Program

Qualified Entity Warrants Borrowing - Debt Service Schedule
(Interest Basis 30/360)

QE Borrowing Rate =		1.15%				
Warrant	Dated Date	Due Date	Rate	Principal	Interest	Total Debt Service
Short June	28-Jan-16	30-Jun-16	1.15%	9,318,157.00	45,244.83	9,363,401.83
Long December	28-Jan-16	30-Dec-16	1.15%	64,742,787.00	686,633.22	65,429,420.22
				<u>74,060,944.00</u>	<u>731,878.05</u>	<u>74,792,822.05</u>
				=====	=====	=====

Indiana Bond Bank Notes-Issuance
(Interest Basis 30/360)

IBB Note Price =		101.299%					1.299%		
Warrant	Dated Date	Due Date	Rate	Principal	Interest	Debt Service	Premium (Discount)	Net Interest	Yield to Maturity
2016A	28-Jan-16	04-Jan-17	2.00%	73,420,000.00	1,370,506.67	74,790,506.67	953,725.80	416,780.87	0.600%
				<u>73,420,000.00</u>	<u>1,370,506.67</u>	<u>74,790,506.67</u>	<u>953,725.80</u>	<u>416,780.87</u>	
				=====	=====	=====	=====	=====	

Indiana Bond Bank Notes-Redemption and Maturity

Warrant	Dated Date	Due Date	Rate	Principal	Interest	Debt Service
2016A	28-Jan-16	04-Jan-17	2.00%	73,420,000.00	1,370,506.67	74,790,506.67
				<u>73,420,000.00</u>	<u>1,370,506.67</u>	<u>74,790,506.67</u>
				=====	=====	=====

Warrant Cash Flow
(Interest Basis 30/360)

Date	Event	Initial Proceeds	Deposit	QE Debt Service	Interest	Bond Bank Debt Service	Withdrawal	Cash Balance
28-Jan-16	Total Beginning Cash	74,062,465.72						74,062,465.72
28-Jan-16	QE draw at Note Closing	(74,060,944.00)	1,521.72					1,521.72
01-Mar-16	QE March Draw						0.00	1,521.72
02-Apr-16	QE April Draw						0.00	1,521.72
01-May-16	QE May Draw						0.00	1,521.72
30-Jun-16	QE Debt Service - June Repayment			9,363,401.83				9,364,923.55
31-Jul-16	QE Debt Service - July Repayment			0.00				9,364,923.55
31-Aug-16	QE Debt Service - August Repayment			0.00				9,364,923.55
28-Sep-16	QE Debt Service - September Repayment			0.00				9,364,923.55
31-Oct-16	QE Debt Service - October Repayment			0.00				9,364,923.55
30-Dec-16	QE Debt Service - December Repayment			65,429,420.22				74,794,343.77
03-Jan-17	GIC Interest				0.00			74,794,343.77
04-Jan-17	Bond Bank Debt Service					74,790,506.67		3,837.10
		1,521.72	1,521.72	74,792,822.05	0.00	74,790,506.67	0.00	3,837.10

QE Warrants Draws and Repayment Schedule		
29-Jun-15	Short - June Repayment	
31-Dec-15	Long - December Repayment	

**Indiana Bond Bank
2016A Advance Funding Program**

Sources and Uses of Funds	2016A	Total
Bond Proceeds	73,420,000.00	73,420,000.00
Cash Contribution	180,000.00	180,000.00
Premium (Discount)	953,725.80	953,725.80
	<u>74,553,725.80</u>	<u>74,553,725.80</u>
	=====	=====

Purchase QE Warrants	74,060,944.00
Underwriters' Discount	91,775.00
Credit Facility	49,485.08
Costs of Issuance	350,000.00
Rounding	1,521.72
	<u>74,553,725.80</u>
	=====

Credit Facility Calculation

	<u>Cost of Credit Facility</u>
Credit Facility Dated Date	1/28/2016
Credit Facility Maturity Date	1/5/2017
Days Credit Facility Outstanding	337 days
Total Par Amount of IBB Notes	73,420,000.00
Facility %	9.00%
Size of Facility	6,607,800.00
Facility Fee	80. bps
Cost of Facility	<u>49,485.08</u>

SOURCES AND USES OF FUNDS

Indiana Bond Bank
Advance Funding Program Notes, Series 2016A
FINAL NUMBERS

Sources:

Bond Proceeds:	
Par Amount	73,420,000.00
Premium	953,725.80
	<u>74,373,725.80</u>
Other Sources of Funds:	
Cash Contribution	180,000.00
	<u>74,553,725.80</u>

Uses:

Project Fund Deposits:	
Deposit to the Warrant Purchase Fund	74,060,944.00
Delivery Date Expenses:	
Cost of Issuance	350,000.00
Underwriter's Discount	91,775.00
Chase Credit Facility Fee (with 1/5/2017 maturity)	49,485.08
	<u>491,260.08</u>
Other Uses of Funds:	
Additional Proceeds	1,521.72
	<u>74,553,725.80</u>

BOND SUMMARY STATISTICS

Indiana Bond Bank
Advance Funding Program Notes, Series 2016A
FINAL NUMBERS

Dated Date	01/28/2016
Delivery Date	01/28/2016
First Coupon	01/04/2017
Last Maturity	01/04/2017
Arbitrage Yield	0.671174%
True Interest Cost (TIC)	0.804044%
Net Interest Cost (NIC)	0.742143%
All-In TIC	1.313088%
Average Coupon	2.000000%
Average Life (years)	0.933
Duration of Issue (years)	0.933
Par Amount	73,420,000.00
Bond Proceeds	74,373,725.80
Total Interest	1,370,506.67
Net Interest	508,555.87
Bond Years from Dated Date	68,525,333.33
Bond Years from Delivery Date	68,525,333.33
Total Debt Service	74,790,506.67
Maximum Annual Debt Service	74,790,506.67
Average Annual Debt Service	80,132,685.72
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	1.250000
Total Underwriter's Discount	1.250000
Bid Price	101.174000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Note	73,420,000.00	101.299	2.000%	0.933	7,342.00
	73,420,000.00			0.933	7,342.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	73,420,000.00	73,420,000.00	73,420,000.00
+ Accrued Interest			
+ Premium (Discount)	953,725.80	953,725.80	953,725.80
- Underwriter's Discount	-91,775.00	-91,775.00	
- Cost of Issuance Expense		-350,000.00	
- Other Amounts	-49,485.08	-49,485.08	-49,485.08
Target Value	74,232,465.72	73,882,465.72	74,324,240.72
Target Date	01/28/2016	01/28/2016	01/28/2016
Yield	0.804044%	1.313088%	0.671174%

BOND PRICING

Indiana Bond Bank
 Advance Funding Program Notes, Series 2016A
 FINAL NUMBERS

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Note:	01/04/2017	73,420,000	2.000%	0.600%	101.299	953,725.80
		73,420,000				953,725.80

Dated Date	01/28/2016		
Delivery Date	01/28/2016		
First Coupon	01/04/2017		
Par Amount	73,420,000.00		
Premium	953,725.80		
Production	74,373,725.80	101.299000%	
Underwriter's Discount	-91,775.00	-0.125000%	
Purchase Price	74,281,950.80	101.174000%	
Accrued Interest			
Net Proceeds	74,281,950.80		

BOND DEBT SERVICE

Indiana Bond Bank
Advance Funding Program Notes, Series 2016A
FINAL NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/04/2017	73,420,000	2.000%	1,370,506.67	74,790,506.67	74,790,506.67
	73,420,000		1,370,506.67	74,790,506.67	74,790,506.67

DETAILED BOND DEBT SERVICE

Indiana Bond Bank
Advance Funding Program Notes, Series 2016A
FINAL NUMBERS

Note (NOTE)

<u>Period Ending</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Debt Service</u>	<u>Annual Debt Service</u>
01/04/2017	73,420,000	2.000%	1,370,506.67	74,790,506.67	74,790,506.67
	73,420,000		1,370,506.67	74,790,506.67	74,790,506.67

FORM 8038 STATISTICS

Indiana Bond Bank
 Advance Funding Program Notes, Series 2016A
 FINAL NUMBERS

Dated Date 01/28/2016
 Delivery Date 01/28/2016

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Note:	01/04/2017	73,420,000.00	2.000%	101.299	74,373,725.80	73,420,000.00
		73,420,000.00			74,373,725.80	73,420,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	01/04/2017	2.000%	74,373,725.80	73,420,000.00		
Entire Issue			74,373,725.80	73,420,000.00	0.9333	0.6712%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	441,775.00
Proceeds used for credit enhancement	49,485.08
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

Indiana Bond Bank
Advance Funding Program Notes, Series 2016A
FINAL NUMBERS

Date	Debt Service	Present Value to 01/28/2016 @ 0.6711744882%
01/04/2017	74,790,506.67	74,324,240.72
	74,790,506.67	74,324,240.72

Proceeds Summary

Delivery date	01/28/2016
Par Value	73,420,000.00
Premium (Discount)	953,725.80
Arbitrage expenses	-49,485.08
Target for yield calculation	74,324,240.72



130 East Randolph Street
Suite 2900
Chicago, IL 60601
tel 312-233-7000
reference no.: 1421654

January 8, 2016

Indiana Bond Bank
2980 Market Tower
10 West Market Street
Indianapolis, IN 46204
Attention: Mr. Ron Mangus, Executive Director

**Re: *US\$75,000,000 Indiana Bond Bank, Advance Funding Program Notes, Series 2016A, dated:
Date of delivery, due: January 04, 2017***

Dear Mr. Mangus:

Pursuant to your request for a Standard & Poor's Ratings Services ("Ratings Services") rating on the above-referenced obligations, Ratings Services has assigned a rating of "SP-1". Standard & Poor's views the outlook for this rating as not meaningful. A copy of the rationale supporting the rating is enclosed.

This letter constitutes Ratings Services' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements) will become effective only after we have released the rating on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable.

To maintain the rating, Standard & Poor's must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that Ratings Services relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@standardandpoors.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

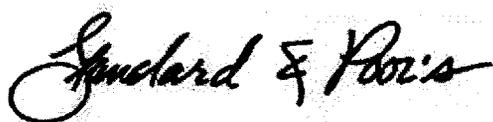
Please send hard copies to:
Standard & Poor's Ratings Services
Public Finance Department

55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

Ratings Services is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing Ratings Services.

Sincerely yours,

The logo for Standard & Poor's, featuring the company name in a stylized, cursive script.

Standard & Poor's Ratings Services

dm
enclosures

cc: Ms. Angela M. Steeno, Financial Advisor
Crowe Horwath LLP



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RatingsDirect®

Summary:

Indiana Bond Bank; Note

Primary Credit Analyst:

Scott Nees, Chicago (1) 312-233-7064; scott.nees@standardandpoors.com

Secondary Contact:

John Sauter, Chicago (1) 312-233-7027; john.sauter@standardandpoors.com

Table Of Contents

Rationale

Risk Factors

Related Criteria And Research

Summary:

Indiana Bond Bank; Note

Credit Profile

US\$75.0 mil adv funding prog nts ser 2016A due 01/04/2017

Short Term Rating

SP-1

New

Rationale

Standard & Poor's Ratings Services has assigned its 'SP-1' short-term rating to Indiana Bond Bank's series 2016A advance funding program notes, reflecting our view of the rating overcollateralization of the notes' par amount by a standby credit facility issued by the JPMorgan Chase Bank N.A. (A+/Stable/A-1).

Standard & Poor's has determined that the total overcollateralization of the par amount of the series 2016A notes, at a level of 9%, is sufficient to address the possibility of debt service deficiencies in the participants' individual warrant repayment accounts. In determining the required overcollateralization level, we evaluated historical and projected financial and liquidity information provided by each participant. The participants are required to make sufficient funds available to the trustee to pay their warrants by maturity. If they do not, a maximum deficiency of the lesser of 9% of the par amount of the notes and \$8 million would be funded by the credit facility. Pursuant to the trust indenture, the bond bank is required to select a standby credit facility provider rated in Standard & Poor's three highest rating categories. Any investments of warrant repayments are also restricted to Standard & Poor's two highest rating categories.

The bond bank will use the note proceeds to purchase warrants—issued in anticipation of ad valorem property taxes or state tuition support payments to school corporations—of the pool participants during 2016. Warrant proceeds will address cash-flow needs in one or more of the qualified entities' funds because of the mismatch between receipts of revenues and the required cash disbursements for operations.

Risks to the 2016 program, in our view, include delays in property tax receipts due to a requirement for local assessors to annually adjust assessed value (AV) based on recent sales data and uncertainty surrounding the accuracy of participant cash flows. Despite these risks, in Standard & Poor's opinion, a number of safeguards exist to provide protection for the 2016 program, including:

- Strong limits on warrant borrowing; and
- Strong bond bank oversight and program experience with property tax delays.

Although property taxpayers will have 45 days to appeal their assessments following the market value adjustments, we do not consider appeal risk to be high given the relatively minor changes in annual assessments seen in the past few years, compared with previous years.

Additional notes can be issued on a parity basis with these notes to purchase more warrants from participating entities

(given borrowing limits are not exceeded) or from qualified entities not currently participating in the program. The participants' ad valorem taxes are due to, and payable to, the treasurer of the county in which the participants are located. Each qualified entity must request an advance distribution of no less than 95% of the tax collections for each fund for which warrants have been issued and sold to the bond bank under the program.

Participants

As part of our analysis, Standard & Poor's examined the current and projected liquidity available for all participants. Participation in the program is down considerably compared to a few years ago, serving as evidence of the general statewide improvement in the timing of AV certifications and of improved school corporation cash flow resulting from a shift in schools' general fund reliance from semiannual tax distributions to monthly state aid payments. There are 37 participants in the pool this year. Due partly to the decreasing numbers of participants, concentration has been rising, with the 20 leading participants accounting for 88% of total borrowing and the 10 leading accounting for 63%. The five leading participants, measured by warrant borrowing size, are the cities of Portage (10.3%), Marion (8.2%), and Hobart (8.2%); Brownsburg Community School Corp. (6.9%); and the Metropolitan School District of Warren Township (6.4%). Marion County participants account for 17 % of the total borrowing, while Hendricks and Porter county participants account for 11.4% and 13.7%, respectively.

Risk Factors

Trending and delayed property tax receipts

Related to the statewide reassessment that delayed property tax collections several years ago, another problem (now mostly resolved) arose in tax year payable 2007. Starting in 2006 and effective for tax year payable 2007, all real property assessments are to be reviewed annually to reflect any changes in market value based on comparable sales data. The state calls this "trending." Taxpayers will be notified if their AV is updated as a result of trending and will be given 45 days to appeal. Trending delayed property tax collections for many counties from 2007 through 2010, including those participating in the program, but delays have become much less common since.

By statute, all political subdivisions are required to have their budget, tax rate, and levy established no later than Sept. 30. The Department of Local Government Finance must then certify the budget, tax rate, and tax levy by Feb. 15 of the immediately succeeding calendar year. There are eight steps that counties undergo for budget certification status. In general, counties moved through the certification and budget process much faster for the pay 2012 through 2015 years than in years past, leading to more timely tax collections and less need for cash flow borrowing. For pay 2013, all but one of the state's 92 counties settled their first installment of tax distributions on time, and every county settled on time for pay 2014 and pay 2015. This compares with 85 in 2010, two in 2009, and none in 2008.

Mitigating the risk factors for 2016

As the owner of the warrants, the bond bank has available to it all remedies available to owners or holders of securities issued by the qualified entities. Any warrant not paid on or before the due date will bear interest at the reinvestment rate and the bond bank is allowed to collect fees and charges for its services. In addition, each qualified entity is limited to borrowing up to 80% of its semiannual ad valorem property taxes. School corporations are also allowed to borrow up to 80% of their December state tuition support distributions. Property taxes are due May 10 and Nov. 10, and the

2016 warrants mature on June 30 and Dec. 31, while the notes mature on Jan. 4, 2016.

Furthermore, what Standard & Poor's views as the bond bank's strong oversight and recent successful record of managing and assisting local governments with property tax delays during the last general reassessment provides still more comfort, in our opinion. As a result of the circuit breaker, which places various caps on property tax levies based on a percent of real estate parcels' gross AV, the bond bank is limiting borrowing to the "anticipated property tax reduction" that has been provided by the Department of Local Government Finance.

Related Criteria And Research

Related Criteria

- USPF Criteria: Short-Term Debt, June 15, 2007

Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

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\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

CERTIFICATE OF THE EXECUTIVE DIRECTOR OF THE INDIANA BOND BANK
REGARDING THE APPOINTMENT OF MEMBERS

I, Ronald L. Mangus, hereby certify that I am the duly appointed and presently serving Executive Director of the Indiana Bond Bank (the “Bond Bank”) and that in such capacity I supervise the maintenance of the documents and records of the Bond Bank, including the minutes and resolutions of its Board of Directors (the “Board”).

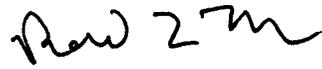
I hereby certify in my capacity as the Executive Director, that attached hereto as Exhibit A are full, complete and true copies of the certificates of the Governor of Indiana, appointing the following members of the Board and establishing their respective terms:

- (1) Philip C. Belt (term expires June 1, 2017);
- (2) Patrick F. Carr (term expires June 1, 2017);
- (3) David O. Mann (term expires June 1, 2017);
- (4) Marjorie O’Laughlin (term expires September 30, 2017); and
- (5) Cyndi Walsh (term expires June 1, 2017).

True and correct copies of the above are now on file in the minute books of the Bond Bank.

I further certify that the Treasurer and the Public Finance Director of the State of Indiana (the “State”) are the respective Chair and the Director, ex officio, of the Board, designated as such by the provisions of Indiana Code 5-1.5, as amended. Kelly M. Mitchell and Daniel J. Huge are the current Treasurer and Public Finance Director of the State, respectively.

Dated: January 28, 2016.



Ronald L. Mangus
Executive Director

EXHIBIT A
CERTIFICATES OF APPOINTMENT



STATE OF INDIANA
OFFICE OF THE GOVERNOR
State House, Second Floor
Indianapolis, Indiana 46204

Michael R. Pence
Governor

July 17, 2014

Mr. Philip Belt
13931 Sweet Clover Way
Fishers, IN 46038

Dear Mr. Belt,

Pursuant to Indiana Code 5-1.5-2-2(b)(3), it is my pleasure to reappoint you to the Indiana Bond Bank Board of Directors. Your reappointment is effective immediately and will continue until June 1, 2017.

Thank you for your willingness to devote your time and talent for the benefit of your fellow citizens. The active participation of talented leaders like you will help us take our state from good to great.

Thanks again for serving. I look forward to working with you in the years ahead.

Sincerely,


Michael R. Pence
Governor of Indiana

THE STATE OF INDIANA
OFFICE OF
THE GOVERNOR

To all who shall see these presents. Greetings:

WHEREAS, as Governor of the State of Indiana, I am responsible for serving the needs and maintaining the trust of the citizens of the State of Indiana; and

WHEREAS, I place my full faith and confidence in Philip Belt, who demonstrated his ability, commitment, and desire to join me in upholding the public trust and serving all Hoosiers;

NOW, THEREFORE, I Michael R. Pence, Governor of the State of Indiana, pursuant to the power vested in me by the Indiana Constitution and the laws of this State, do hereby appoint and commission

Philip Belt

to serve as member of the Indiana Bond Bank Board of Directors, effective today, and to continue until June 1, 2017. This commission authorizes the aforesaid individual to execute and perform the duties of this office according to law, to have and to hold the office, with all the rights and emoluments legally pertaining to the office, being conditioned upon the individual taking the required oath to faithfully discharge the duties of this office and to support the Constitution of the United States and the Constitution of the State of Indiana, all as provided by law.



IN TESTIMONY WHEREOF, *I hereto set my hand and cause to be affixed the Great Seal of State. Done at the City of Indianapolis, this 17th day of July in the year of our Lord 2014 and of the Independence of the United States 238th*

BY THE GOVERNOR:

Michael R. Pence

SECRETARY OF STATE:

Corrie Lewison



STATE OF INDIANA
OFFICE OF THE GOVERNOR
State House, Second Floor
Indianapolis, Indiana 46204

Michael R. Pence
Governor

July 17, 2014

Mr. Patrick Carr
9088 Nautical Watch Dr.
Indianapolis, IN 46236

Dear Mr. Carr,

Pursuant to Indiana Code 5-1.5-2-2(b)(3), it is my pleasure to reappoint you to the Indiana Bond Bank Board of Directors. Your reappointment is effective immediately and will continue until June 1, 2017.

Thank you for your willingness to devote your time and talent for the benefit of your fellow citizens. The active participation of talented leaders like you will help us take our state from good to great.

Thanks again for serving. I look forward to working with you in the years ahead.

Sincerely,


Michael R. Pence
Governor of Indiana

THE STATE OF INDIANA
OFFICE OF
THE GOVERNOR

To all who shall see these presents, Greetings:

WHEREAS, as Governor of the State of Indiana, I am responsible for serving the needs and maintaining the trust of the citizens of the State of Indiana; and

WHEREAS, I place my full faith and confidence in Patrick Carr, who demonstrated his ability, commitment, and desire to join me in upholding the public trust and serving all Hoosiers;

NOW, THEREFORE, I Michael R. Pence, Governor of the State of Indiana, pursuant to the power vested in me by the Indiana Constitution and the laws of this State, do hereby appoint and commission

Patrick Carr

to serve as member of the Indiana Bond Bank Board of Directors, effective today, and to continue until June 1, 2017. This commission authorizes the aforesaid individual to execute and perform the duties of this office according to law, to have and to hold the office, with all the rights and emoluments legally pertaining to the office, being conditioned upon the individual taking the required oath to faithfully discharge the duties of this office and to support the Constitution of the United States and the Constitution of the State of Indiana, all as provided by law.



IN TESTIMONY WHEREOF, *I hereto set my hand and cause to be affixed the Great Seal of State. Done at the City of Indianapolis, this 17th day of July in the year of our Lord 2014 and of the Independence of the United States 238th*

BY THE GOVERNOR: *Michael R. Pence*

Corrie Lamson
SECRETARY OF STATE

OATH OF OFFICE

I, _____, do solemnly swear that I will faithfully, impartially, and diligently discharge my duties as

Member of the Indiana Bond Bank Board of Directors

and will support the Constitution of the United States and the Constitution of the State of Indiana to the best of my skill and ability, so help me God.

Signature

Printed Name

COUNTY OF _____)
) SS:
STATE OF INDIANA)

Subscribed and sworn to before me, this _____ day of _____, 2014.

Signature

Notary Public of the State of Indiana

County of Residence:
My Commission Expires:





STATE OF INDIANA
OFFICE OF THE GOVERNOR
State House, Second Floor
Indianapolis, Indiana 46204

Michael R. Pence
Governor

May 20, 2014

Mr. David Mann
8038 Hopkins Lane
Indianapolis, IN 46250

Dear Mr. Mann,

Pursuant to Indiana Code 5-1.5-2-2(b)(3), it is my pleasure to appoint you to the Indiana Bond Bank Board of Directors. Your appointment is effective immediately and will continue until June 1, 2017.

Thank you for your willingness to devote your time and talent for the benefit of your fellow citizens. The active participation of talented leaders like you will help us take our state from good to great.

Thanks again for serving. I look forward to working with you in the years ahead.

Sincerely,


Michael R. Pence
Governor of Indiana

THE STATE OF INDIANA
OFFICE OF
THE GOVERNOR

To all who shall see these presents. Greetings:

WHEREAS, as Governor of the State of Indiana, I am responsible for serving the needs and maintaining the trust of the citizens of the State of Indiana; and

WHEREAS, I place my full faith and confidence in David Mann, who demonstrated his ability, commitment, and desire to join me in upholding the public trust and serving all Hoosiers;

NOW, THEREFORE, I Michael R. Pence, Governor of the State of Indiana, pursuant to the power vested in me by the Indiana Constitution and the laws of this State, do hereby appoint and commission

David Mann

to serve as member of the Indiana Bond Bank Board of Directors, effective today, and to continue until June 1, 2017. This commission authorizes the aforesaid individual to execute and perform the duties of this office according to law, to have and to hold the office, with all the rights and emoluments legally pertaining to the office, being conditioned upon the individual taking the required oath to faithfully discharge the duties of this office and to support the Constitution of the United States and the Constitution of the State of Indiana, all as provided by law.



IN TESTIMONY WHEREOF, *I have set my hand*
and cause to be affixed the Great Seal of
State Done at the City of Indianapolis.
this 20th day of May in the year
of our Lord 2014 and of the Independence
of the United States 238th

BY THE GOVERNOR:

Michael R. Pence

Corrie Lewson

SECRETARY OF STATE

OATH OF OFFICE

I, _____, do solemnly swear that I will faithfully, impartially, and diligently discharge my duties as

Member of the Indiana Bond Bank Board of Directors

and will support the Constitution of the United States and the Constitution of the State of Indiana to the best of my skill and ability, so help me God.

Signature

Printed Name

COUNTY OF _____)
) SS:
STATE OF INDIANA)

Subscribed and sworn to before me, this ____ day of _____, 2014.

Signature

Notary Public of the State of Indiana

County of Residence:
My Commission Expires:





STATE OF INDIANA
OFFICE OF THE GOVERNOR
State House, Second Floor
Indianapolis, Indiana 46204

Michael R. Pence
Governor

May 20, 2014

Ms. Cynthia Walsh
681 Quinlan Court
Crown Point, IN 46307

Dear Ms. Walsh,

Pursuant to Indiana Code 5-1.5-2-2(b)(3), it is my pleasure to appoint you to the Indiana Bond Bank Board of Directors. Your appointment is effective immediately and will continue until June 1, 2017.

Thank you for your willingness to devote your time and talent for the benefit of your fellow citizens. The active participation of talented leaders like you will help us take our state from good to great.

Thanks again for serving. I look forward to working with you in the years ahead.

Sincerely,


Michael R. Pence
Governor of Indiana

THE STATE OF INDIANA
OFFICE OF
THE GOVERNOR

To all who shall see these presents. Greetings:

WHEREAS, as Governor of the State of Indiana, I am responsible for serving the needs and maintaining the trust of the citizens of the State of Indiana; and

WHEREAS, I place my full faith and confidence in Cynthia Walsh, who demonstrated her ability, commitment, and desire to join me in upholding the public trust and serving all Hoosiers;

NOW, THEREFORE, I Michael R. Pence, Governor of the State of Indiana, pursuant to the power vested in me by the Indiana Constitution and the laws of this State, do hereby appoint and commission

Cynthia Walsh

to serve as member of the Indiana Bond Bank Board of Directors, effective today, and to continue until June 1, 2017. This commission authorizes the aforesaid individual to execute and perform the duties of this office according to law, to have and to hold the office, with all the rights and emoluments legally pertaining to the office, being conditioned upon the individual taking the required oath to faithfully discharge the duties of this office and to support the Constitution of the United States and the Constitution of the State of Indiana, all as provided by law.



IN TESTIMONY WHEREOF, *I hereto set my hand and cause to be affixed the Great Seal of State. Done at the City of Indianapolis, this 20th day of May in the year of our Lord 2014 and of the Independence of the United States 238th*

BY THE GOVERNOR

Michael R. Pence

Coxie Lawson
SECRETARY OF STATE



STATE OF INDIANA
OFFICE OF THE GOVERNOR
State House, Second Floor
Indianapolis, Indiana 46204

Michael R. Pence
Governor

October 10, 2014

Ms. Marjorie O'Laughlin
8114 River Bay Dr.
Indianapolis, IN 46240

Dear Ms. O'Laughlin,

Pursuant to Indiana Code 5-1.5-2-2(b)(3), it is my pleasure to appoint you to the Indiana Bond Bank Board of Directors. Your appointment is effective immediately and will continue until September 30, 2017.

Thank you for your willingness to devote your time and talent for the benefit of your fellow citizens. The active participation of talented leaders like you will help us take our state from good to great.

Thanks again for serving. I look forward to working with you in the years ahead.

Sincerely,

Michael R. Pence
Governor of Indiana

Marjorie O'Laughlin
*Thanks for serving
Indiana again!*
MP

THE STATE OF INDIANA
OFFICE OF
THE GOVERNOR

To all who shall see these presents. Greetings:

WHEREAS, as Governor of the State of Indiana, I am responsible for serving the needs and maintaining the trust of the citizens of the State of Indiana; and

WHEREAS, I place my full faith and confidence in Marjorie O'Laughlin, who demonstrated her ability, commitment, and desire to join me in upholding the public trust and serving all Hoosiers;

NOW, THEREFORE, I Michael R. Pence, Governor of the State of Indiana, pursuant to the power vested in me by the Indiana Constitution and the laws of this State, do hereby appoint and commission

Marjorie O'Laughlin

to serve as member of the Indiana Bond Bank Board of Directors, effective today, and to continue until September 30, 2017. This commission authorizes the aforesaid individual to execute and perform the duties of this office according to law, to have and to hold the office, with all the rights and emoluments legally pertaining to the office, being conditioned upon the individual taking the required oath to faithfully discharge the duties of this office and to support the Constitution of the United States and the Constitution of the State of Indiana, all as provided by law.



IN TESTIMONY WHEREOF, *I thereto set my hand and cause to be affixed the Great Seal of State. Done at the City of Indianapolis, this 10th day of October in the year of our Lord, 2014 and of the Independence of the United States 238th*

BY THE GOVERNOR:

Michael R. Pence
Connie Lawson
SECRETARY OF STATE

\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

CERTIFICATE OF THE INDIANA BOND BANK
REGARDING CERTAIN FACTUAL MATTERS

The undersigned certifies that he/she is the officer occupying the official position opposite his name and that he is the duly appointed and acting officer authorized to supervise the maintenance of the documents and records of the Indiana Bond Bank (the "Bond Bank"), including the actions of its Board of Directors, and to take any action and deliver any certificate relating to the closing for the Advance Funding Program Notes, Series 2016 A (the "Notes"), issued by the Bond Bank in the aggregate principal amount of \$73,420,000 pursuant to the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Bond Bank and The Huntington National Bank, as trustee (the "Trustee"). This Certificate may be relied upon by Hall, Render, Killian, Heath & Lyman, P.C., in connection with its opinion dated the date hereof and addressed to the Bond Bank, and by J.P. Morgan Securities, LLC, as the underwriter of the Notes, the Trustee, Barnes & Thornburg LLP and JPMorgan Chase Bank, National Association (the "Bank"), in connection with the Bond Bank's issuance of the Notes.

I hereby certify and represent that:

1. Attached hereto as Exhibit A is a complete list of all court orders entered or issued within the preceding 10 years that are either final and nonappealable or are currently the subject of a pending appeal, excepting any order or similar decision by a small claims court or similar tribunal.
2. The Pledged Collateral (as defined in the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016, between the Bond Bank and the Bank) has not been pledged by the Bond Bank to the payment of any obligations not contemplated or evidenced by the Indenture, and there presently exist no liens or claims against the Pledged Collateral that appear in the records of the Bond Bank (except for the liens contemplated by the Indenture).

WITNESS my hand this 28th day of January, 2016.

A handwritten signature in black ink, appearing to read "Ron L. Mangus", written over a horizontal line.

Ronald L. Mangus, Executive Director

EXHIBIT A
COURT ORDERS

None.

\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

**GENERAL CERTIFICATE OF THE INDIANA BOND BANK (INCLUDING
SIGNATURE AND NO LITIGATION CERTIFICATION AND SIGNATURE
IDENTIFICATION CERTIFICATION)**

We, the undersigned, certify that we are the officers occupying the official positions opposite our names, and that we are the duly appointed and acting officers authorized to supervise the maintenance of the documents and records of the Indiana Bond Bank (the “Bond Bank”), including the minutes and resolutions of its Board of Directors and to take any actions and deliver any certificates relating to the closing for the Bond Bank’s Advance Funding Program Notes, Series 2016 A, dated January 28, 2016 (the “Notes”), and issued by the Bond Bank in the aggregate principal amount of \$73,420,000, as more fully described in Exhibit A attached hereto.

We hereby certify and represent that:

1. Attached hereto as Exhibit B is a full, complete and true copy of the resolution of the Board of Directors adopted October 13, 2015 (the “Resolution”), at a meeting of the Board of Directors duly called and held, together with the minutes of such meeting: (a) authorizing the form, execution and delivery of: (i) the Note Indenture, dated as of January 1, 2016 (the “Indenture”), between the Bond Bank and The Huntington National Bank, as trustee (the “Trustee”); and (ii) the Note Purchase Contract, dated January 20, 2016 (the “Note Purchase Contract”), between the Bond Bank and J.P. Morgan Securities LLC, as the underwriter for the Notes; (b) authorizing the sale, issuance and delivery of the Notes pursuant to the Indenture and the Note Purchase Contract; (c) authorizing the form of Warrant Purchase Agreements to be entered into between the Bond Bank and each Qualified Entity (as defined herein) participating in the Advance Funding Program (the “Warrant Purchase Agreements”), and the execution and delivery thereof; (d) authorizing the execution and delivery of the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016, between the Bond Bank and JPMorgan Chase Bank, National Association (the “Credit Agreement”), and (e) approving other matters connected therewith. Such Resolution has not been modified or rescinded, except as otherwise indicated in the transcript of proceedings for the Notes of which this is a part (the “Transcript”), and is now in full force and effect on the date hereof.

2. Attached hereto as Exhibit C is a true, correct and complete set of the By-Laws of the Bond Bank, as amended to this date.

3. The Indenture, the Note Purchase Contract, the Credit Agreement and the Warrant Purchase Agreements are in a form permissible under the Resolution and the Indenture, and the Warrant Purchase Agreements each include such terms and conditions as have been authorized by the Chair and the Executive Director in conformity with the provisions of the Resolution.

4. All actions of the Board of Directors of the Bond Bank relating to the issuance of the Notes and the organization of the Bond Bank, as reflected in resolutions or minutes contained in the Transcript, were taken at meetings duly called and held at which quorums were present and acting, and such meetings were called pursuant to necessary public notice. All actions referred to in the Transcript taken by the Board of Directors were taken at meetings open to the public, which complied in all respects with Indiana Code 5-14-1.5, as amended. No such actions were taken by secret ballot or by reference to agenda number or item only. If an agenda was used, it was available to the general public and posted at the entrance to the location of the meeting prior to the meeting.

5. The Bond Bank is a duly created and validly existing separate body corporate and politic, constituting an instrumentality of the State of Indiana (the "State"), which is authorized to issue notes or bonds, the proceeds of which are used to purchase tax (and where applicable, revenue) anticipation warrants (the "Warrants") issued by the qualified entities listed in Exhibit D attached hereto (the "Qualified Entities").

6. Each of the representations, warranties and agreements of the Bond Bank set forth in the Indenture, the Credit Agreement and the Note Purchase Contract are accurate as if made on and as of this date. All of the conditions and agreements required in the Indenture, the Note Purchase Contract, the Credit Agreement and the Warrant Purchase Agreements to be satisfied or performed by the Bond Bank at or prior to this date, have been satisfied and performed in the manner and with the effect contemplated therein. As of this date, no Event of Default (as defined in the Indenture) on the part of the Bond Bank under the Indenture has occurred and is continuing, and no other event has occurred and is continuing, which, with the lapse of time or the giving of notice, or both, would constitute such an Event of Default. The Indenture, the Note Purchase Contract, the Credit Agreement and the Warrant Purchase Agreements each have been duly authorized for execution and delivery by the Bond Bank and are in effect as of the date hereof.

7. The representations, warranties and agreements of the Bond Bank contained in the Warrant Purchase Agreements are true and correct and have been complied with in all material respects.

8. We have affixed our manual or facsimile signatures on the Notes described in Exhibit A attached hereto, being on the date such signatures were affixed to the Notes and on the date hereof, the duly chosen, qualified and acting officers authorized to execute the Notes and holding the offices indicated by the official titles opposite our names.

9. There is no litigation of any nature now pending or, to our knowledge, threatened against the Bond Bank: (a) in any way relating to, affecting or questioning the issuance, sale, execution or delivery of any of the Notes or the execution or delivery of the Indenture, the Note Purchase Contract, the Credit Agreement or the Warrant Purchase Agreements, or any of the proceedings had or actions taken leading up to the issuance, sale, execution or delivery of the Notes or the execution or delivery of the Indenture, the Note Purchase Contract, the Credit Agreement or the Warrant Purchase Agreements, or the payment of the principal of or interest on the Notes, or the collection and application of revenues pledged under the Indenture or the Notes;

(b) in any way contesting or affecting any authority for the issuance of the Notes or the validity of the Notes, the Indenture, the Note Purchase Contract, the Credit Agreement or the Warrant Purchase Agreements; (c) affecting or questioning in any manner whatsoever the rights of the Directors or officers of the Bond Bank to their respective offices or affecting the organization of the Bond Bank; or (d) wherein an unfavorable decision, ruling or finding would in any material respect adversely affect the enforceability of the transactions contemplated by the Indenture, the Note Purchase Contract, the Credit Agreement or the Warrant Purchase Agreements.

10. Pursuant to Article III(G) of the Indenture, the issuance of the Notes will not violate any limitations in Indiana Code 5-1.5, as amended (the "Act"), or any other laws of the State as to the amount of bonds or notes of the Bond Bank that may be outstanding from time to time. The Notes are not secured by a reserve fund under Chapter 5 of the Act, and thus, the limitations contained in Section 1(c), (d), and (e) of Chapter 4 of the Act do not apply to the Notes in accordance with Section 1(f)(1) of Chapter 4 of the Act.

11. Pursuant to Article III(H) of the Indenture, none of the provisions of the Act have been repealed or amended in a manner that would adversely affect the rights of the owners of the Notes.

12. Pursuant to Article III(I) of the Indenture, the Bond Bank has received a certificate from an authorized official of each Qualified Entity to the effect set forth in Article III(I) of the Indenture and such certificates (identified as the General Certificate) are contained in the transcript of proceedings relating to the issuance by each Qualified Entity of its Warrants.

13. The Bond Bank has complied in all respects with the laws of the State, including particularly the Act. The Bond Bank has full legal right, power and authority to: (a) purchase the Warrants issued by the Qualified Entities in accordance with the Act and issue and sell the Notes for such purpose; (b) enter into and execute the Warrant Purchase Agreements, the Note Purchase Contract, the Credit Agreement and the Indenture; (c) adopt the Resolution; (d) issue, execute, sell and deliver the Notes to the purchaser or purchasers thereof; and (e) carry out and consummate all other transactions contemplated by the Indenture, the Note Purchase Contract, the Credit Agreement and the Warrant Purchase Agreements. The Indenture, the Note Purchase Contract, the Credit Agreement and the Warrant Purchase Agreements constitute the valid and binding obligations and agreements of the Bond Bank, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the State and the United States of America.

14. All approvals, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission, which would constitute a condition precedent to, or the absence of which would adversely affect, the due performance by the Bond Bank of its obligations under the Resolution, the Indenture, the Note Purchase Contract, the Credit Agreement and the Warrant Purchase Agreements, and necessary to be obtained by the Bond Bank, have been duly obtained.

15. The Bond Bank is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America, any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the Bond Bank is a party or to which the Bond Bank or its property is otherwise subject. No event has occurred and is continuing, which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default on the part of the Bond Bank under any such instrument referred to above. The adoption of the Resolution and the execution and delivery of the Notes, the Indenture, the Note Purchase Contract, the Credit Agreement and the Warrant Purchase Agreements, and compliance with the terms thereof by the Bond Bank will not conflict with or constitute a breach of or default by the Bond Bank under any such instrument or provision referred to above, nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property of the Bond Bank or under the terms of any such provision or instrument referred to above, except as otherwise provided by the Resolution, the Notes, the Indenture, the Note Purchase Contract, the Credit Agreement and the Warrant Purchase Agreements.

16. The Bond Bank has not been in default on any payment of principal and interest relating to any obligation since its creation.

17. The signatures appearing on the Warrant Purchase Agreements, the Credit Agreement and the Indenture, as that of the Chair and the Executive Director of the Bond Bank, are the genuine manual or facsimile signatures of Kelly M. Mitchell and Ronald L. Mangus, respectively, and they are now and were at the dates of execution thereof the duly appointed and acting Chair and Executive Director, respectively, of the Bond Bank, and in such capacities are authorized to sign the aforementioned documents.

18. The manual or facsimile signature or signatures appearing on each of the Notes have been affixed thereto with our knowledge and consent and hereby are adopted, and the seal which has been affixed, imprinted or impressed upon all of the Notes and upon this Certificate is the legally adopted, proper and only official corporate seal of the Bond Bank.

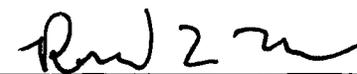
19. The Notes have been duly executed, delivered and authenticated as of the date hereof.

WITNESS our hands and said corporate seal this 28th day of January, 2016.

[Seal]



Kelly M. Mitchell, Chair



Ronald L. Mangus, Executive Director

SIGNATURE IDENTIFICATION CERTIFICATE

The signatures above and upon each of the above-described obligations are guaranteed as those of the officers respectively designated above on this 28th day of January, 2016.

THE HUNTINGTON NATIONAL BANK

By: 

Printed: Mark A. Hudson

Title: Vice President

EXHIBIT A

DESCRIPTION OF NOTES

Designation: Advance Funding Program Notes, Series 2016 A

Amount: \$73,420,000

Dated: January 28, 2016

Maturity Date

Interest Rate

January 4, 2017

2.00%

EXHIBIT B

RESOLUTION ADOPTED OCTOBER 13, 2015, AND MINUTES OF THAT MEETING

INDIANA BOND BANK

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDIANA BOND BANK
CONCERNING THE ISSUANCE OF ITS
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016**

WHEREAS, the Indiana Bond Bank (the "Bond Bank") is a public body corporate and politic of the State of Indiana (the "State") created and existing under the authority of Indiana Code 5-1.5, as amended (the "Act"), for the purpose of purchasing and selling "securities" and making loans to "qualified entities" (as those terms are defined in the Act) located within the State; and

WHEREAS, the Bond Bank has previously established and implemented a program (the "Program"), under which the Bond Bank provides funds for the purchase of temporary loan tax or revenue anticipation warrants (the "Warrants") issued by certain qualified entities, including, without limitation, school corporations, cities, townships, towns, counties, library corporations and special taxing districts (the "Qualified Entities") located throughout the State, with such Warrants in each case issued in anticipation of the receipt of ad valorem taxes levied and in the course of collection (and, in the case of: (1) school corporations, may be also issued in anticipation of the receipt of State tuition support distributions in the course of collection; or (2) townships, may be also issued in anticipation of other revenues to be collected during the remainder of the calendar year of the issuance of such Warrants), thereby alleviating cash flow difficulties through the financing of cash flow deficits of such Qualified Entities and benefiting and promoting the public welfare of the Qualified Entities and the State; and

WHEREAS, the Bond Bank has received from numerous Qualified Entities a substantial indication of interest in participation in the Program, and the Bond Bank now desires to continue the Program through the issuance of one or more series of Advance Funding Program Notes, Series 2016 A (with such other or different designation as may deemed necessary, desirable or appropriate by the Executive Director) (the "2016 Notes"); and

WHEREAS, the Bond Bank has received from a number of Qualified Entities an indication that cash flow deficits will occur prior to the date on which proceeds of the 2016 Notes are expected to be disbursed to Qualified Entities, and the Bond Bank desires to facilitate the participation in the Program by such Qualified Entities through the issuance of one or more series of Interim Advance Funding Program Notes, Series 2016 A (with such other or different designation as may deemed necessary, desirable or appropriate by the Executive Director) (the "2016 Interim Notes");

NOW, THEREFORE, BE IT RESOLVED BY THE INDIANA BOND BANK THAT:

1. The establishment and implementation of the Program is hereby ratified, authorized and approved, and the issuance and sale of one or more series of 2016 Interim Notes, in an aggregate principal amount not to exceed \$40,000,000, and the issuance and sale of one or more series of 2016 Notes in an aggregate principal amount not to exceed \$125,000,000, are hereby authorized and approved, with each series of the 2016 Interim Notes and the 2016 Notes

to be separately and independently secured from each other and from any other bonds, notes or other obligations of the Bond Bank.

2. The issuance of each series of the 2016 Interim Notes and the use of the proceeds therefrom to purchase Warrants and Additional Warrants (as hereinafter defined) in an aggregate principal amount not to exceed \$40,000,000, and the issuance of each series of the 2016 Notes and the use of the proceeds therefrom to purchase Warrants and Additional Warrants in an aggregate principal amount not to exceed \$125,000,000 from certain Qualified Entities are hereby determined to be consistent with the public purposes set forth in the Act.

3. Subject to and in accordance with the provisions of Section 11 hereof, the form of the Interim Note Indenture, to be dated as of January 1, 2016, or such other date as may be determined by the Chair and Executive Director of the Bond Bank (the "Interim Indenture"), between the Bond Bank and The Huntington National Bank (the "Interim Note Trustee"), authorizing the issuance of the Interim Notes, is hereby approved substantially in the form submitted to the Bond Bank prior to this meeting, with such changes in form or substance as the officers of the Bond Bank executing the same may hereafter approve, with a copy of the Interim Indenture to be attached hereto and incorporated herein and in the minute books of the Bond Bank.

4. Subject to and in accordance with the provisions of Section 11 hereof, the form of the Note Indenture, to be dated as of January 1, 2016, or such other date as may be determined by the Chair and Executive Director of the Bond Bank (the "Indenture"), between the Bond Bank and The Huntington National Bank (the "Note Trustee"), authorizing the issuance of the 2016 Notes, is hereby approved substantially in the form submitted to the Bond Bank prior to this meeting, with such changes in form or substance as the officers of the Bond Bank executing the same may hereafter approve, with a copy of the Indenture to be attached hereto and incorporated herein and in the minute books of the Bond Bank.

5. Subject to and in accordance with the provisions of Section 11 hereof, the forms of (a) one or more Note Purchase Contracts, with respect to the 2016 Interim Notes (each, an "Interim Note Purchase Contract"), between the Bond Bank and the Representative or the Purchaser, as the case may be (each as hereinafter defined), (b) one or more Note Purchase Contracts, with respect to the 2016 Notes (each, a "Note Purchase Contract"), between the Bond Bank and the Representative or the Purchaser, as the case may be, and (c) if necessary, one or more Continuing Disclosure Agreements, with respect to the 2016 Notes (each, a "Continuing Disclosure Agreement"), between the Bond Bank and the Note Trustee; are each hereby approved in a form and substance acceptable to the Chair and Executive Director, with such changes in form or substance as the officers of the Bond Bank executing the same may hereafter approve pursuant to Section 11 hereof.

6. If necessary, subject to the provisions of Section 11 hereof, one or more Preliminary Official Statements of the Bond Bank relating to the 2016 Notes (each, a "Preliminary Official Statement"), in a form and substance acceptable to the Chair and Executive Director, with such changes in form or substance as the officers of the Bond Bank executing the same may hereafter approve, is hereby: (a) authorized and approved, together with such changes in form and substance as may be deemed necessary or appropriate by the Chair or the Executive

Director pursuant to Section 11 hereof; (b) authorized and approved, as the same may be appropriately confirmed, modified and amended pursuant hereto, for distribution as the Preliminary Official Statement of the Bond Bank; (c) authorized to be deemed and determined by the Chair or the Executive Director on behalf of the Bond Bank, as of its date, to constitute the “final” official statement of the Bond Bank with respect to the 2016 Notes to be offered thereby, subject to completion as permitted by the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the “SEC Rule”); and (d) authorized and approved, consistent with the provisions of the Note Purchase Contract and the SEC Rule, to be placed into final form and distributed and delivered to purchasers and potential purchasers of the 2016 Notes offered thereby as the final official statement of the Bond Bank, as of the date thereof, with respect to the 2016 Notes (the “Official Statement”).

7. The participation in the Program by any or all of the Qualified Entities set forth in Exhibit A to this Resolution, whose applications have been reviewed by the Bond Bank and the Financial Advisor (as hereinafter defined), and any other Qualified Entities which submit applications and are approved by the Chair or the Executive Director, and the purchase of Warrants from such Qualified Entities with the proceeds of any series of the 2016 Interim Notes or the 2016 Notes are hereby approved, confirmed and ratified, to the extent approved by the Chair or the Executive Director following the review of such applications by the Financial Advisor and subject to the terms and conditions set forth in the applicable Warrant Purchase Agreement (as hereinafter defined) and all of the applicable terms and conditions established for the Program by the Bond Bank, as implemented by the Executive Director.

8. Subject to and in accordance with the provisions of Section 11 hereof, the form of the Warrant Purchase Agreement to be entered into between the Bond Bank and each Qualified Entity participating in the Program (the “Warrant Purchase Agreement”) is hereby approved substantially in the form submitted to the Bond Bank prior to this meeting, with such changes in form or substance as the officers of the Bond Bank executing the same may hereafter approve, with a copy of the form of Warrant Purchase Agreement to be attached hereto and incorporated herein and in the minute books of the Bond Bank.

9. The 2016 Interim Notes are hereby authorized to be issued in one or more series under, pursuant to, and in accordance with the Act, the Interim Indenture and any Additional Interim Indenture (as hereinafter defined), as applicable, and are hereby authorized to be sold at a price not less than ninety-nine and one-quarter percent (99.25%) of the par amount of the applicable series of the 2016 Interim Notes and at a per annum interest rate not to exceed six percent (6.00%). The proceeds of the 2016 Interim Notes shall be delivered to the Interim Note Trustee and applied by the Interim Note Trustee in accordance with the Interim Indenture and any Additional Interim Indenture, as applicable.

10. The 2016 Notes are hereby authorized to be issued in one or more series under, pursuant to and in accordance with the Act, the Indenture and any Additional Indenture (as hereinafter defined) and are hereby authorized to be sold at a price not less than ninety-nine and one-quarter percent (99.25%) of the par amount of the applicable series of the 2016 Notes and at a per annum interest rate not to exceed six percent (6.00%). The proceeds of the 2016 Notes shall be delivered to the Note Trustee and applied by the Note Trustee in accordance with the Indenture and any Additional Indenture, as applicable.

11. The forms of the Interim Indenture, the Indenture, the Interim Note Purchase Contract, the Note Purchase Contract, the Continuing Disclosure Agreement, the Preliminary Official Statement, the Official Statement and the Warrant Purchase Agreement (including the attachments thereto) attached hereto or described herein and approved and adopted hereby are substantially final forms, and the Bond Bank hereby authorizes the Chair and the Executive Director to approve such changes in form or substance to such instruments and documents as may be necessary or appropriate to accomplish the purposes of this Resolution and the issuance of the 2016 Interim Notes and the 2016 Notes, with any such approval to be conclusively evidenced by such authorized execution of such instruments or documents, and, with respect to the Preliminary Official Statement, by the certification of the Chair or the Executive Director.

12. In the event the Chair and the Executive Director deem it necessary or appropriate to issue an additional series of 2016 Notes separately secured from any other series of 2016 Notes (the "Additional 2016 Notes"), which collectively constitute the 2016 Notes, pursuant to and in accordance with the Act and an indenture substantially similar to the Indenture (an "Additional Indenture"), and to use the proceeds thereof to acquire additional warrants ("Additional Warrants") issued by a Qualified Entity pursuant to and in accordance with a Warrant Purchase Agreement, the Bond Bank hereby authorizes the Chair and the Executive Director to approve the terms of any such Additional Indenture and Warrant Purchase Agreement, a note purchase contract to be entered into between the Bond Bank and the purchasers of the Additional 2016 Notes (collectively, the "Purchaser of the Additional 2016 Notes"), in connection with the issuance of such series of Additional 2016 Notes (an "Additional Note Purchase Contract"), a continuing disclosure agreement with respect to the Additional 2016 Notes, between the Bond Bank and the Note Trustee (an "Additional Continuing Disclosure Agreement"), and an official statement with respect to the Additional 2016 Notes (an "Additional Official Statement"), all as they deem necessary or appropriate to accomplish the purposes of this Resolution and the issuance of such Additional 2016 Notes, with any such approval to be conclusively evidenced by the authorized execution of such instruments or documents.

13. In the event the Chair and the Executive Director deem it necessary or appropriate to issue an additional series of Interim Notes (the "Additional Interim Notes"), pursuant to and in accordance with the Act and an indenture substantially similar to the Interim Indenture (an "Additional Interim Indenture"), and to use the proceeds thereof to acquire Additional Warrants, the Bond Bank hereby authorizes the Chair and the Executive Director to approve the terms of any such Additional Interim Indenture and Warrant Purchase Agreement, and a note purchase contract to be entered into between the Bond Bank and the purchasers of the Additional Interim Notes (collectively, the "Purchaser of the Additional Interim Notes") in connection with the issuance of such series of Additional Interim Notes (an "Additional Interim Note Purchase Contract"), all as they deem necessary or appropriate to accomplish the purposes of this Resolution and the issuance of such Additional Interim Notes, with any such approval to be conclusively evidenced by the authorized execution of such instruments or documents.

14. On behalf of the Bond Bank, the Chair is authorized to execute and deliver and the Executive Director is authorized to attest the 2016 Interim Notes, any series of Additional Interim Notes, the 2016 Notes or any series of Additional 2016 Notes by manual or facsimile signature and to direct the Interim Note Trustee to authenticate and deliver the 2016 Interim

Notes and any series of Additional Interim Notes, and the Note Trustee to authenticate and deliver the 2016 Notes or any series of Additional 2016 Notes, in the manner, in the form and at the place or places requested by the Representative, the Purchaser of the Additional Interim Notes, the Underwriters and the Purchaser of the Additional 2016 Notes, as applicable, consistent with the terms of the Interim Indenture, the Additional Interim Indenture, the Indenture or the Additional Indenture, as applicable.

15. On behalf of the Bond Bank, the Chair is authorized to execute and deliver and the Executive Director is authorized to attest the Interim Indenture, the Indenture, the Interim Note Purchase Contract, the Note Purchase Contract, the Continuing Disclosure Agreement and the Warrant Purchase Agreements, and the Chair is authorized to execute and deliver the Official Statement, each in substantially the form described herein and presented to this meeting, with such changes in form or substance as are acceptable to the Chair and the Executive Director as provided in Section 11 hereof.

16. On behalf of the Bond Bank, the Chair is authorized to execute and deliver and the Executive Director is authorized to attest any Additional Indenture, Additional Note Purchase Contract, Additional Continuing Disclosure Agreement and Warrant Purchase Agreement, and the Chair is authorized to execute and deliver any Additional Official Statement, each in substantially the form described herein, with such terms as are acceptable to the Chair and the Executive Director as provided in Section 12 hereof.

17. On behalf of the Bond Bank, the Chair is authorized to execute and deliver and the Executive Director is authorized to attest any Additional Interim Indenture, Additional Interim Note Purchase Contract and Warrant Purchase Agreement, each in substantially the form described herein, with such terms as are acceptable to the Chair and the Executive Director as provided in Section 13 hereof.

18. The Executive Director is hereby authorized to accept from each Qualified Entity: (a) a certification and guarantee of signatures; or (b) a certification of signatures signed by the officers of the Qualified Entity who have signed the Warrants or the Additional Warrants issued by such Qualified Entity, the execution of which is acknowledged by one or more notaries public.

19. The Chair and the Executive Director, together and/or individually, are hereby authorized and directed to execute such documents and instruments as may be necessary for the issuance of any series of the 2016 Interim Notes or the 2016 Notes and the purchase of the Warrants or any Additional Warrants pursuant to a Warrant Purchase Agreement, and the Executive Director is hereby authorized to act as the Authorized Officer required to act on behalf of the Bond Bank under the Interim Indenture, any Additional Interim Indenture, the Indenture and any Additional Indenture.

20. The Executive Director, together with such other staff members, service providers and firms as the Executive Director may direct, are hereby authorized and directed to use the proceeds of any series of the 2016 Interim Notes or the 2016 Notes and other available funds, including those remaining available from the Bond Bank's advance funding programs in 2014

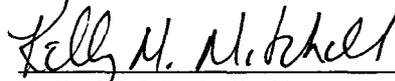
and prior years, to implement the Program and, if not necessary therefor, the Bond Bank's advance funding programs in 2016 and subsequent years.

21. The Bond Bank hereby approves and confirms the following parties to act in their respective capacities: (a) J.P. Morgan Securities LLC, as senior managing underwriter (the "Representative") of the 2016 Interim Notes and/or the 2016 Notes, together with any additional underwriters as may be selected by the Chair and Executive Director, or, if necessary or appropriate for the effectiveness and efficiency of the Program, one or more purchasers as may be selected by the Chair and Executive Director as purchaser of the 2016 Interim Notes and/or the 2016 Notes (collectively, the "Purchaser"); (b) Crowe Horwath LLP, as financial advisor to the Bond Bank (the "Financial Advisor") with respect to the Program; (c) Bose McKinney & Evans LLP, as bond counsel to the Qualified Entities with respect to the Program; (d) Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, as special counsel to the Bond Bank with respect to the Program; (e) Barnes & Thornburg LLP, as bond counsel to the Bond Bank with respect to the Program; and (f) such other staff members, service providers, firms and other participants as the Executive Director may hereafter determine to be necessary, desirable or appropriate in connection with the Program (collectively, the "Financing Team").

22. The Chair, the Executive Director and the Financing Team are each hereby authorized and directed to take any and all other actions on behalf of the Bond Bank as may be necessary, appropriate or desirable to implement the Program and carry out the purposes of this Resolution, the issuance and sale of the 2016 Interim Notes in accordance with the Act and the Interim Indenture, the issuance and sale of any series of Additional Interim Notes in accordance with the Act and the corresponding Additional Interim Indenture, the issuance and sale of the 2016 Notes in accordance with the Act and the Indenture, and the issuance and sale of any series of Additional Notes in accordance with the Act and the corresponding Additional Indenture, including, without limitation, to the extent deemed desirable: (a) the preparation of all financing documents and instruments necessary or appropriate with respect to the Program, the 2016 Interim Notes and the 2016 Notes; (b) securing a rating on any or all series of the 2016 Interim Notes or the 2016 Notes from one or more national credit rating agencies; or (c) securing municipal bond insurance or any other form of credit enhancement on all or any portion of any series of the 2016 Interim Notes or the 2016 Notes.

Approved and adopted this 13th day of October, 2015, in Indianapolis, Indiana.

INDIANA BOND BANK



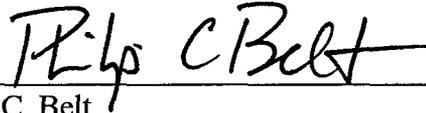
Kelly M. Mitchell, Chair



Patrick F. Carr, Vice Chair



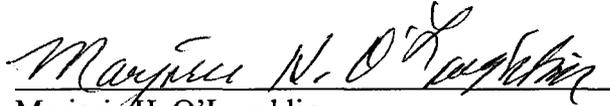
Dennis Bassett



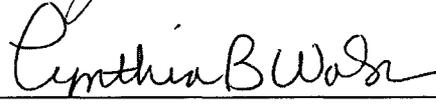
Philip C. Belt



David O. Mann



Marjorie H. O'Laughlin



Cynthia B. Walsh

Attest:


Ronald L. Mangus, Executive Director

EXHIBIT A

QUALIFIED ENTITIES PARTICIPATING IN THE PROGRAM

Attica Consolidated School Corp	Jay School Corporation
Baugo Community Schools	M.S.D. of Wabash County
Beech Grove City Schools	M.S.D. of Warren Township
Brazil Public Library	Mishawaka-Penn-Harris Public Library
Brownsburg Community School Corporation	Monroe Central School Corporation
Center Grove Comm School Corp.	Northwestern Cons. School Corp
City of Beech Grove	Penn Township - St. Joseph County
City of East Chicago	Plainfield Community School Corporation
City of Hobart	Randolph Southern School Corp
City of Lawrence	Rensselaer Central School Corporation
City of Marion	School City of Hobart
City of Portage	School City of Mishawaka
City of Valparaiso	South Henry School Corporation
Crawfordsville Community School Corporation	Speedway Public Library
Decatur Township - Marion County	Taylor Community School Corp
DeKalb County Central United School District	Washington Township - Hendricks County
DeKalb County Eastern Comm. School Dist.	Wawasee Community School Corporation
Elkhart Public Library	Wayne Township Trustee's Office
Evansville-Vanderburgh School Corporation	West Lafayette Public Library
Gary Public Transportation Corporation	Westfield-Washington Schools

**MINUTES OF THE MEETING OF
THE BOARD OF DIRECTORS OF
THE INDIANA BOND BANK**

The October 13, 2015 meeting of the Board of Directors (the "Board") of the Indiana Bond Bank was held in the Market Tower Conference Center, 2nd Floor, 10 West Market Street, Indianapolis, Indiana, pursuant to a call and notice, a copy of which is attached as Exhibit "A". The meeting notice and agenda were posted in accordance with the Indiana Open Door Law. The following members were present when the meeting was called to order at 11:01 a.m.:

Kelly Mitchell, Chair
Pat Carr
Phil Belt
David Mann
Cyndi Walsh
Marjorie O'Laughlin
Dennis Bassett

Also present were: Ron Mangus, Executive Director; Suzanne Hardy, Administrative Assistant; Matthew Zimmerman, Program & Marketing Director; Aaron Barnett, Compliance Officer; Mike Lucas & Brad Bingham, General Counsel (Barnes & Thornburg); Angie Steeno (Crowe Horwath LLP) and members of the public.

Chair Mitchell declared a quorum was present for the purposes of Indiana Code 5-1.5-2-4.

Next, the Board considered the minutes of the August 11, 2015 Board Meeting (Exhibit "B"). Upon a motion made by Carr and seconded by O'Laughlin, the minutes were approved (7-0).

The Board then considered a ratification concerning the participation of certain additional qualified entities in the Indiana Bond Bank Hoosier Equipment Lease Purchase (HELP) Program. The ratification is attached as Exhibit "C" Comments were made by Mangus. Upon a motion made by O'Laughlin and seconded by Mann, the ratification was approved (7-0).

The Board then considered a resolution approving the 2016 Advance Funding Program; attached as Exhibit "D". Comments were made by Mangus. The resolution was presented by Brad Bingham. Upon a motion by Belt and seconded by Carr, the resolution was approved (7-0).

The Board then considered a report from Audit Committee for Fiscal Year 2014-2015. Comments were made by Mangus and Scott Schuster from Katz Sapp and Miller. Then Carr commented that the Audit Committee met, which minutes are attached (Exhibit "E-1"). The draft audit report is attached (Exhibit "E-2"). Upon a motion by Carr and seconded by Mann, the report was approved (7-0).

Next, Mangus presented the report regarding the first quarter budget for the fiscal year 2016 (attached as Exhibit "F").

Under new business the Board heard updates from Mangus regarding 1) the continuing disclosure field work has been completed KSM Consulting, Cris Johnston provided the report attached as Exhibit "G",

2) the Refunding School Severance Bonds closed, Daniel Allen with Raymond James provided comments.

The next meeting is scheduled for December 9, 2015 at 11:00 a.m.

With no other business, the Board adjourned at 11:16 a.m.

A handwritten signature in black ink, appearing to be 'RW' followed by a long horizontal flourish.

Secretary

EXHIBIT C

BY-LAWS

AMENDED AND RESTATED
CODE OF BY-LAWS
OF
INDIANA BOND BANK
AS ADOPTED ON
October 26, 1989
(As previously amended on April 22, 1992, as further amended on
October 24, 2013 and as further amended on December 9, 2015)

ARTICLE I

Identification

Section 1.01. Name. The name of this state instrumentality is Indiana Bond Bank (the "Bank").

Section 1.02. Creation. Indiana Bond Bank is an instrumentality of the State of Indiana, but not a state agency, with separate corporate and sovereign capacity as created by Indiana Code §§ 5-1.5-1-1 et seq.

Section 1.03. Principal Office. The principal office of the Bank shall be established and maintained in Indianapolis, Indiana.

Section 1.04. Seal. The Bank has adopted an official seal, which it may, from time to time, alter. The official seal shall be in the form of a circle and shall contain the name of the Bank and the year of its organization. The absence of the impression of the official seal from any document shall not affect in any way the validity or effect of such document.

Section 1.05. Fiscal Year. The fiscal year of the Bank shall end on the last day of June of each year.

ARTICLE II

Board of Directors

Section 2.01. Duties and Number. The business and affairs of the Bank shall be governed by a Board of seven (7) Directors (the "Board").

Section 2.02. Appointment, Term of Office and Qualification. The Board shall be composed of (i) the Treasurer of State, who shall be the chairman ex officio; (ii) the Public Finance Director appointed under IC 4-4-11-9, who shall be a director ex officio; and (iii) five (5) directors appointed by the Governor. Each of the five (5) directors appointed by the Governor (i) must be a resident of Indiana; (ii) must have substantial expertise in buying, selling, and trading of municipal securities, in municipal administration or in public facilities management; (iii) serves for a term of three (3) years and until his successor is appointed and qualified; (iv) is eligible for reappointment; (v) is entitled to receive the same minimum salary per diem as is provided in

Indiana Code 4-10-11-2.1(b) while performing his duties; and (vi) may be removed by the Governor for cause. Such a director is also entitled to the same reimbursement for traveling expenses and other expenses, actually incurred in connection with his duties as is provided in the state travel policies and procedures, established by the Department of Administration and approved by the State Budget Agency.

Section 2.03. Powers of Directors. The Board shall exercise all the powers of the Bank, subject to the restrictions imposed by law.

Section 2.04. Resignations. A Director may resign at any time by delivering written notice to the Board, the Chairman of the Board or the Secretary. If the Director is one appointed by the Governor of the State of Indiana, the resignation shall also be given to the Governor. Such resignation shall take effect when the notice is delivered unless the notice specifies a later effective date.

Section 2.05. Annual Educational Requirements. To ensure that members of the Board are adequately equipped to carry out their duties, the Executive Director of the Bank, together with staff of the Bank and other firms or service providers as the Executive Director determines to be necessary or appropriate, shall provide, and Board members agree to participate in, educational opportunities on the following topics: (i) duties and responsibilities of a Director of the Board; (ii) requirements of State ethics laws and regulations; (iii) public finance and securities law; and (iv) programs operated by the Bank

To fulfill these educational goals, the following may be provided each year:

1. One or more educational retreats (in the Spring and/or Fall), provided by the Executive Director and staff of the Bank, addressing one or more of the topics outlined above;
2. A list of pre-approved educational conferences (provided annually before the start of the calendar year);
3. Articles and reading materials addressing the topics outlined above or other topics related to the governance of a retirement system; and
4. Any other resources or materials deemed by the Executive Director to be valuable to the educational goals of a Director.

During each fiscal year of the Bank, the Executive Director will coordinate the above-described educational opportunities for the Directors and provide at least three (3) hours of educational opportunities on the topics outlined above, and will monitor the participation of each Director in appropriate and sufficient educational opportunities during each fiscal year.

Each Director shall complete an orientation when first appointed to the Board which shall provide an introduction to the Bank's purpose, programs, and the roles and responsibilities of a Director, including the responsibilities of key outside consultants, as well as information on the Indiana Code of Ethics applicable to members of the Board.

Section 2.06. Ethics Training Requirements. Each Director (as a "special state appointee" pursuant to Indiana Code 4-2-6-1(18)) shall be properly trained in the code of ethics. Accordingly, each Director shall (i) participate in ethics training within six (6) weeks of the Director's appointment to the Board and (ii) participate in ethics training at least every two (2)

years during the Director's tenure on the Board. Upon completion of such ethics training, the Director shall provide evidence thereof to the Executive Director and the Executive Director shall maintain sufficient documentation to demonstrate each Director's compliance with the requirements of this policy.

ARTICLE III

Meetings of the Bank

Section 3.01. Place of Meetings. All meetings of the Bank shall be held at the principal office of the Bank or at such other place, within or without the State of Indiana, as may be specified in the respective notices or waivers of notice of such meetings.

Section 3.02. Public Meetings. All meetings of the Bank shall be open to the public in accordance with and subject to the limitations of Indiana Code 5-14-1. 5-1 et seq. All records of the Bank shall be subject to the requirements of the Indiana Code 5-14-3-1 et seq.

Section 3.03. Annual Meeting. Unless otherwise determined by the Board, the annual meeting of the Bank shall be held in June of each year on the date set by the Board. At such meeting, the Board shall adopt an annual budget for the next fiscal year, elect a Vice Chairman and transact such other business as may properly come before the meeting.

Section 3.04. Special Meetings. Special meetings of the Board may be called at any time or from time to time, and shall be called on the written request of any member of the Board, by causing the Secretary to give to each Director, either personally or by mail, telephone, telegraph, teletype or other form of wire or wireless communication, at least two days' notice of the date, time, and place of such meeting. Special meetings shall be held at the principal office or at such other place, within or without the State of Indiana, as shall be specified in the respective notices or waivers of notice thereof. A Director may waive notice of any special meeting of the Board before or after the date and time stated in the notice by a written waiver signed by the Director and filed with the minutes or corporate records. A Director's attendance at or participation in a special meeting waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.05. Quorum. At any meeting of the Board, four (4) Directors shall constitute a quorum. A vacancy on the Board does not impair the right of a quorum of Directors to exercise the powers and perform the duties of the Board. The affirmative vote of at least four (4) Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 3.06. Organization. The Chairman of the Board shall be the Treasurer of State, who shall act as the Chairman of the meetings of the Board, and in his absence, the Vice Chairman of the Board shall act as Chairman of the meetings of the Board. The Secretary, and in his absence, any Director appointed by the Chairman, shall act as Secretary of meetings of the Board.

Section 3.07. Interest of Directors in Contracts. A Director does not violate any law, civil or criminal, if he (a) has, or to his knowledge, may have or may later acquire a direct or indirect pecuniary interest in a contract with the Bank; or (b) is an officer, member, director, or employee of or has ownership interest in any firm or corporation that is or may be a party to the contract; provided, however, he discloses in writing to the Bank the nature and extent of his interest as soon as he has knowledge of the interest and abstains from discussion, deliberation, action, and voting with respect to the contract. A contract or transaction shall not be void or voidable because of the existence of an interest described in this Section, if the provisions of this Section have been satisfied.

Section 3.08. Participation by Directors in Board Meetings by Simultaneous Communication. This section shall constitute the policy of the Board, adopted pursuant to Indiana Code 5-14-1.5-3.6, governing participation in the Board's meetings by electronic communication. Nothing in this policy shall affect the public's right under Indiana Code 5-14-1.5 to attend a meeting of the Board at the place where the meeting is conducted and at which the minimum number of Directors of the Board are physically present as provided herein. Nothing in this policy shall affect the Board's right to exclude the public from an executive session, permitted pursuant to Indiana Code 5-14-1.5, in which a Director participates by electronic communication in accordance with this policy. The Executive Director shall post a copy of this policy on the Bond Bank's website.

(a) At any meeting of the Board at which at least three (3) of the Directors of the Board are physically present at the place where the meeting is conducted, a Director who is not physically present at such meeting of the Board may participate in such meeting by means of electronic communication only if:

(1) the Director uses a means of communication that permits: (A) the Director, (B) all other Directors of the Board participating in such meeting; and (C) all members of the public physically present at the place where the meeting is conducted; to simultaneously communicate with each other during the meeting; and

(2) all votes of the Board during the electronic meeting are taken by roll call vote.

(b) Each Director of the Board is required to physically attend at least one (1) meeting of the Board annually.

(c) Subject to the requirements of paragraph (a) above, a Director who participates in a meeting by electronic communication in accordance with this policy: (1) is considered to be present at the meeting; (2) shall be counted for purposes of establishing a quorum; and (3) may vote at the meeting.

(d) The minutes of such meeting, prepared pursuant to Indiana Code 5-14-1.5-4, shall state the name of each Directors who: (1) was physically present at the place where the meeting was conducted, (2) participated in such meeting by means of electronic communication permitted under this policy, and (3) was absent.

(e) Any Director who desires to participate in a meeting of the Board by means of electronic communication in accordance with this policy shall request authorization to participate in such meeting of the Board through electronic communication by notifying the Executive Director at least one (1) day in advance of such meeting, or such shorter period of time as may reasonably acceptable to the Executive Director, in order to allow for arrangements to be made for the Director's participation in such meeting by electronic communication.

(f) Notwithstanding anything herein to the contrary, no member of the public shall have any right to attend or be present at the place or location at which a Director is physically present and participates in a meeting of the Board by means of electronic communication in accordance with this policy.

ARTICLE IV

The Officers

Section 4.01. Designation. The Officers of the Bank shall consist of the Chairman of the Board, the Vice Chairman, and the Executive Director, who shall also serve as a Secretary/Treasurer, and such other officers as may be chosen by the Board at such time and in such manner and for such terms as the Board may prescribe. Any two (2) or more offices may be held by the same person, and specifically, the Executive Director shall serve as both Secretary and Treasurer.

Section 4.02. Election and Term of Office. The Chairman of the Board shall be the Treasurer of State. The Vice Chairman shall be elected by the Board from among its members at its annual meeting, and shall hold office for one year or until his successor has been elected and qualified. The Executive Director shall be appointed by the Board and need not be a Director.

Section 4.03. The Chairman of the Board. The Chairman of the Board shall be the chief executive officer of the Bank. Subject to the general control of the Board, the Chairman shall have the general supervision and control of the business and affairs of the Bank. In general, he shall perform all duties which are by law or custom incident to such office and such other duties as may from time to time be assigned to him by the Board.

Section 4.04. Vice Chairman. The Vice Chairman shall possess such powers and shall perform such duties as may be assigned from time to time by the Board, and in the absence of incapacity of the Chairman, shall assume and perform all duties and powers of the Chairman.

Section 4.05. Executive Director. The Executive Director, in addition to any duties fixed by the Directors, shall administer, manage and direct the employees of the Bank. The Executive Director shall approve all amounts for salaries, allowable expenses of the Bank or of any employee or consultant of the Bank, and expenses incidental to the Bank. The Executive Director shall attend the meetings of the Board, keep a record of the proceedings of the Board and maintain all books, documents and papers filed with the Bank, the minutes of the Board and

the Bank's official seal. The Executive Director shall also serve as both Secretary and Treasurer. Unless otherwise determined by the Board, a special meeting of the Bank shall be held in December of each year on the date set by the Board to appoint and fix the duties and compensation of the Executive Director for the next calendar year. The Executive Director shall also have the right, power, and authority to enter into and execute, on behalf of the Bank, such agreements, instruments or other documents, including, but not limited to, powers of attorney, as are deemed necessary or appropriate in the sole discretion of the Executive Director, to appoint agents to act on behalf of the Bank for the limited purpose of executing such documents, applications, certifications or other pertinent papers on behalf of the Bank as are necessary for the Bank to secure, record and perfect its rights in any tangible assets owned or possessed by the Bank.

Section 4.06. Secretary. The Secretary shall attend all meetings of the Board and shall record, or cause to be recorded, accurate minutes of such meetings. He shall attend to the proper issuance of all notices of the Bank and shall have the custody of the minute books of the Bank. In general, he shall perform all duties which are by law or custom incident to such office and such other duties which may from time to time be assigned to him by the Board.

Section 4.07. Treasurer. The Treasurer shall be the financial officer of the Bank. He shall have charge and custody and shall be responsible for all funds of the Bank, and shall deposit such funds in such depositories as shall be selected by the Board. He shall receive and faithfully account for all funds of the Bank and shall render to the Board, whenever requested, and as good accounting practices may require, an account of all his transactions as Treasurer and of the financial condition of the Bank. In general, he shall perform all the duties incident to the office and such other duties as may, from time to time, be assigned to him by the Board or the Chairman of the Board.

Section 4.08. Resignations. An Officer may resign at any time by delivering written notice to the Board, the Chairman of the Board, or the Secretary. Such resignation shall take effect when notice is delivered unless the notice specifies a later effective date.

Section 4.09. Removal. The Vice Chairman may be removed either with or without cause, at any time, by the vote of a majority of the actual number of Directors elected and qualified from time to time.

Section 4.10. Vacancies. Any vacancy occurring for any reason in the office of Vice Chairman or Executive Director of the Bank shall be filled by the Board. Until such time that the Board may fill the office of the Executive Director, such office may be temporarily appointed by the Chairman of the Board.

ARTICLE V

Negotiable Instruments, Contracts, Etc.

Section 5.01. Execution of Instruments. All checks, drafts, notes, bills, bills of exchange and orders for payment of money by the Bank shall, unless otherwise directed by the Board or unless otherwise required by law, be executed on behalf of the Bank by any two (2) of the following officers: the Chairman of the Board, the Vice Chairman of the Board, or the Executive Director. The Board may by resolution, however, authorize any one or more of such Officers to sign checks, drafts, notes, bills of exchange and orders for the payment of money by the Bank singly and without necessity of countersignature; and the Board may designate by resolution any other employee or employees of the Bank, who may, in the name of the Bank execute checks, drafts, notes, bills of exchange and orders for the payment of money by the Bank or in its behalf.

Section 5.02. Execution of Deeds, Contracts, Etc. All deeds, notes, bonds and mortgages made by the Bank and all other written contracts and agreements, other than those executed in the ordinary course of business, to which the bank shall be a party shall be executed in its name by the Chairman of the Board, the Vice Chairman, the Executive Director or by any other officer so authorized by the Board, acting by resolution; and the Secretary, when necessary or required, shall attest the execution thereof.

Section 5.03. Ordinary Contracts and Agreements. All written contracts and agreements into which the Bank enters in the ordinary course of business operations shall be executed by the Executive Director.

Section 5.04. Limited Power of Attorney. All instruments or other documents relating to the appointment of an agent or a limited power of attorney as provided in Section 4.05 shall be executed by the Executive Director.

ARTICLE VI

Provisions for Regulation of Business and Conduct of Affairs of the Bank

Section 6.01. Books and Records. The Bank shall keep at its principal office (1) its Code of By-Laws, and all amendments thereto currently in effect; (2) a list of the names and business addresses of the current Directors and the current Officers; (3) minutes of all meetings of the Directors and records of all actions taken by the Board without a meeting; and (4) appropriate accounting records of the Bank.

Section 6.02. Report to the Governor. The Bank shall submit a report of its activities for each fiscal year to the Governor before November 1 of the calendar year in which the Bank's fiscal year ends. Each report shall set forth a complete operating financial statement covering the Bank's operations during that fiscal year.

ARTICLE VII

Amendments

Section 7.01. Amendment of By-Laws. The power to make, alter, amend or repeal these By-Laws is vested in the Board, but the affirmative vote of a number of Directors equal to a majority of the number who would constitute a full Board at the time of such action shall be necessary to take any action for the making, alteration, amendment or repeal of these By-Laws. The By-Laws may be altered, amended or repealed by the Board at any meeting if notice of the intention to consider changes in the By-Laws is contained in the notice of such meeting or if such notice is waived by all members of the Board either in writing or by attendance at the meeting.

ARTICLE VIII

Adoption of By-Laws

Section 8.01. These By-Laws shall take effect immediately upon adoption.

ARTICLE IX

Miscellaneous

Section 9.01. Gender. Throughout these By-Laws, any reference to the neuter or masculine gender shall unless the context otherwise clearly requires, include the feminine gender.

EXHIBIT D

LIST OF QUALIFIED ENTITIES

Attica Consolidated School Corporation
Baugo Community Schools
Beech Grove City Schools
Brownsburg Community School Corporation
Center Grove Community School Corporation
Crawfordsville Community School Corporation
DeKalb County Eastern Community School Corporation
Evansville Vanderburgh School Corporation
Jay County School Corporation
Metropolitan School District of Wabash County
Metropolitan School District of Warren Township, Marion County, Indiana
Monroe Central School Corporation
North Vermillion Community School Corporation
Northwestern Consolidated School District of Shelby County
Plainfield Community School Corporation
Randolph Central School Corporation
Rensselaer Central School Corporation
Richland-Bean Blossom Community School Corporation
School City of Hobart
South Henry School Corporation
Taylor Community School Corporation
Wawasee Community School Corporation
Westfield Washington Schools
City of Beech Grove, Indiana
City of Hobart, Indiana
City of Lawrence, Indiana
City of Marion, Indiana
City of Portage, Indiana
City of Valparaiso, Indiana
Decatur Township of Marion County, Indiana
Penn Township of St. Joseph County, Indiana
Washington Township of Hendricks County, Indiana
Wayne Township of Allen County, Indiana
Brazil Public Library
Elkhart Public Library
Mishawaka-Penn-Harris Public Library
Speedway Public Library

NOTICE OF RIGHTS OF TRUSTEE

The Huntington National Bank,
as trustee (the "Trustee"), under the Note Indenture,
dated as of January 1, 2016, between
the Indiana Bond Bank and the Trustee
and any successor trustee
45 North Pennsylvania Street
INHP 22
Indianapolis, Indiana

Ladies and Gentlemen:

We have appointed you, The Huntington National Bank, as trustee under the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Indiana Bond Bank (the "Bond Bank") and the Trustee, pursuant to which the Bond Bank has issued its Advance Funding Program Notes, Series 2016 A (the "AFP Series 2016 A Notes"). We have also entered into the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016 (the "Agreement"), with JPMorgan Chase Bank, N.A. (the "Bank"), a copy of which is attached hereto, which provides further security with respect to a material portion of the payment when due of the principal of and interest on the AFP Series 2016 A Notes.

Pursuant to the Indenture and Section 1.5 of the Agreement, we hereby assign all rights (but not the obligations) under the Agreement to you, as Trustee. Included among these rights is the right to request payment of funds under the Agreement in order to make timely payment of principal of and interest on the AFP Series 2016 A Notes as required under the Indenture.

Pursuant to Section 1.1 of the Agreement, the Bank will make payment to the Trustee in a single disbursement in an aggregate principal amount not to exceed \$6,607,800 upon the submission to the Bank of a Certificate Requesting Payment signed by the Trustee in the form attached to the Agreement as Exhibit "B," delivered to the Bank at its principal office no later than January 5, 2017.

By delivery of this Notice of Rights of Trustee, we hereby request and direct the Trustee to take any and all necessary action on behalf of the Bond Bank to exercise any and all of its rights under the Agreement.

Dated January 28, 2016

INDIANA BOND BANK

By: 
Kelly M. Mitchell, Chair

ATTEST:


Ronald L. Mangus, Executive Director

Consent and Approval

The undersigned hereby consents to and approves of the delivery of the Notice of Rights of Trustee from the Bond Bank to the Trustee, and further acknowledges that all requests for payment by the Trustee represented under and in compliance with the Agreement will be duly honored upon presentation to the Bank.

Dated January 28, 2016

JPMORGAN CHASE BANK, N.A.

By:



David C. Chan, Authorized Officer

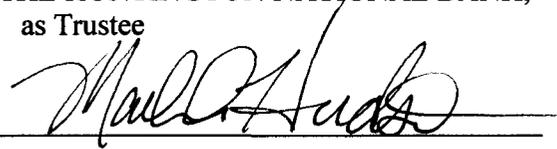
Acceptance of Assignment

The undersigned hereby accepts the assignment of the rights (but not the obligations) of the Bond Bank under the Agreement and agrees to be bound by the terms thereof.

Dated January 28, 2016

THE HUNTINGTON NATIONAL BANK,
as Trustee

By:

A handwritten signature in cursive script, appearing to read "Mark A. Hudson", is written over a horizontal line.

MARK A. HUDSON, VICE PRESIDENT
Printed Name – Title



Unless this Note (as hereinafter defined) is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Indiana Bond Bank or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF INDIANA

INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTE, SERIES 2016 A

<u>Interest Rate</u>	<u>Date Of Authentication</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>CUSIP</u>
2.00%	January 28, 2016	January 4, 2017	January 28, 2016	45462TEZ1

Registered Owner: Cede & Co.

Principal Amount: Seventy-Three Million Four Hundred Twenty Thousand Dollars (\$73,420,000)

The Indiana Bond Bank, a separate body corporate and politic, constituting an instrumentality of the State of Indiana (the “State”) for the public purposes set out in Indiana Code 5-1.5, as amended (the “Act”), but not a State agency (the “Bond Bank”), for value received, hereby promises to pay solely from the sources referred to herein, to the Registered Owner specified above, or registered assigns, on the Maturity Date specified above, upon surrender hereof, the Principal Amount specified above and in like manner to pay interest on the Principal Amount from the Original Date specified above, at the Interest Rate per annum specified above payable on the Maturity Date, until the Principal Amount is paid. Interest payable on this Note shall be computed on the basis of a year comprised of 360 days and twelve 30-day months. The principal of and interest on this Note are payable in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

The principal of and interest on this Note shall be paid at the designated corporate trust operations office of The Huntington National Bank, as trustee (the "Trustee"), or at a corporate trust office of any successor Trustee appointed under the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Trustee and the Bond Bank. In the event of any default in the payment of interest on this Note, such defaulted interest shall be payable on a payment date established by the Trustee to the person in whose name this Note is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee as Registrar (as defined in the Indenture) to the registered owners of the Notes not less than 15 days preceding such special record date.

This Note and the other Notes, and the interest payable hereon and thereon, are payable solely by the Bond Bank from the Revenues (as defined in the Indenture) and other funds of the Bond Bank pledged therefor under the Indenture, which Revenues and funds include principal payments and interest payments with respect to Warrant Purchase Agreements and Warrants (as such terms are defined in the Indenture) issued thereunder and purchased by the Bond Bank. The Bond Bank has no taxing power. This Note and all other Notes, both as to principal and interest, do not constitute a debt, liability, pledge of the faith and credit or loan of the credit of the State or any political subdivision thereof under the constitution and statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof. The issuance of the Notes under the provisions of the Act does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy or pledge any form of taxation whatsoever to pay the principal of or interest on the Notes, to levy any form of taxation for the payment thereof or to make any appropriation for their payment, and such Notes do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof.

This Note is issued with the intent that the laws of the State shall govern its construction.

This Note is one of an authorized series of Notes of the Bond Bank in the aggregate principal amount of \$73,420,000, designated as "Advance Funding Program Notes, Series 2016 A," dated January 28, 2016 (the "Notes"), authorized by a resolution of the Bond Bank, issued under the Indenture and secured by the Indenture, pursuant to and in full compliance with the laws of the State, particularly the Act. The Notes are issued for the purpose of making funds available to the Trustee for the purchase by the Trustee on behalf of the Bond Bank of Warrants, consisting generally of special obligations issued in anticipation of the receipt of ad valorem taxes levied and in the course of collection, to be issued by certain Indiana counties, school corporations, cities, towns, townships, library corporations and other qualified entities under the Act authorized to issue Warrants under State law (the "Qualified Entities") (and, in the case of: (1) a school corporation, may alternatively be, in the discretion of the Bond Bank, special obligations issued in anticipation of the receipt of ad valorem taxes levied and State tuition support distributions in the course of collection; or (2) a township, may alternatively be, in the discretion of the Bond Bank, special obligations issued in anticipation of the receipt of ad valorem taxes levied and other revenues anticipated to be received in the calendar year in which such obligations are issued), thereby alleviating cash flow difficulties through the financing of the cumulative cash flow deficits of such Qualified Entities.

A copy of the Indenture is on file at the designated corporate trust operations office of the Trustee and reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bond Bank, the Trustee, the Qualified Entities and the owners of the Notes, the terms and conditions upon which the Notes are issued and the terms and conditions upon which the Notes will be paid at or prior to maturity or will be deemed to be paid upon the making of or the provision for the payment thereof.

This Note is a special obligation of the Bond Bank payable solely from the payments and revenues derived by the Bond Bank from the Qualified Entities under the Warrants, the moneys held in the funds and accounts established under the Indenture and the income derived from the investment thereof and any other funds at any time deposited with and held by the Trustee under the Indenture and available for such payment. This Note is further secured by a credit facility in the amount of \$6,607,800, provided by JPMorgan Chase Bank, National Association, Indianapolis, Indiana (the "Bank"), pursuant to the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016, between the Bond Bank and the Bank. The Warrant Purchase Agreements between the Bond Bank and each of the Qualified Entities, each of which is on file at the designated corporate trust operations office of the Trustee, set forth the terms and conditions under which the Trustee on behalf of the Bond Bank will be obligated to purchase the Warrants of each such Qualified Entity and the duties and obligations of each such Qualified Entity with respect thereto.

The Notes are issuable only in the form of fully registered Notes in the denomination of \$5,000 each or any integral multiple thereof. This Note is transferable, as provided in the Indenture, only upon the Note Register (as defined in the Indenture) kept for that purpose at the designated corporate trust operations office of the Trustee at the written request of the Registered Owner hereof or his legal representative duly authorized in writing, upon surrender of this Note to the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his legal representative duly authorized in writing. This Note may be exchanged for one or more fully registered Notes in the same aggregate principal amount and maturing on the same date and bearing interest at the same rate in denominations of \$5,000 or any integral thereof at the written request of the Registered Owner hereof or his legal representative duly authorized in writing, upon surrender of this Note to the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his legal representative duly authorized in writing. Thereupon, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer by the person requesting such exchange or transfer, as a condition precedent thereto, a new fully registered Note or Notes shall be issued to the transferee or the person requesting such exchange as provided in the Indenture.

The Bond Bank and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof or the interest due hereon and for all other purposes, and neither the Bond Bank nor the Trustee shall be affected by any notice to the contrary, subject, however, to the provisions set forth in the Warrant Purchase Agreements and the Continuing Disclosure Agreement (as defined below).

This Note is not subject to redemption prior to its maturity.

The Registered Owner of this Note shall have no right to enforce the provisions of the Indenture or any Warrant Purchase Agreement or Warrant, to institute action to enforce the pledge, assignment or covenants therein, to take any action with respect to any event of default under the Indenture or any Warrant Purchase Agreement or Warrant or to institute, appear in or defend any suit, action or other proceeding at law or in equity with respect thereto, except as provided in the Indenture. Modifications or alterations of the Indenture or any Warrant Purchase Agreement, or any supplements thereto, may be made only to the extent permitted by and in accordance with the Indenture.

Pursuant to the Warrant Purchase Agreements, each Qualified Entity has covenanted to each Registered Owner to provide notice of the occurrence of certain events. Pursuant to the Continuing Disclosure Agreement between the Bond Bank and the Trustee, as counterparty (the "Continuing Disclosure Agreement"), the Bond Bank has covenanted to each Registered Owner to provide notice of the occurrence of certain events. By its payment for and acceptance of this Note, the Registered Owner assents to the Warrant Purchase Agreements and the Continuing Disclosure Agreement and to the exchange of such payment and acceptance for such covenants.

The Bond Bank hereby certifies, recites and declares: that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of the Notes, together with all other obligations of the Bond Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bond Bank; and that the Revenues pledged to the payment of the principal of and interest on the Notes, as the same become due, are designed to be sufficient for that purpose.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by a duly authorized representative of the Trustee.

IN WITNESS WHEREOF, the Bond Bank has caused this Note to be executed in its name and on its behalf by the manual or the facsimile signature of its Chair and attested by the manual or the facsimile signature of its Executive Director and a manual or facsimile of its seal to be imprinted or impressed hereon, all as of the 28th day of January, 2016.

INDIANA BOND BANK

By: Kelly M. Mitchell
Chair

(Seal)

Attest:

RW ZM
Executive Director

CERTIFICATE OF AUTHENTICATION

This Note is one of the Advance Funding Program Notes, Series 2016 A, issued and delivered pursuant to the provisions of the Indenture.

THE HUNTINGTON NATIONAL BANK,
as Trustee

By: [Signature]
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT - _____ Custodian _____
 (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

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

(Please print or typewrite name, address and social security or other tax identification number of the assignee and insert the number for the first named transferee if held by joint account)

this Note and all rights hereunder and hereby irrevocably constitutes and appoints _____, as attorney, to transfer this Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

REGISTERED OWNER:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined in SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Note in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation or anyone in a representative capacity, proof of authority to act must accompany this assignment.

\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

NOTICE TO THE TRUSTEE

I, the undersigned Chair of the Board of Directors of the Indiana Bond Bank (the “Bond Bank”), hereby give notice to The Huntington National Bank, as trustee (the “Trustee”), pursuant to the Note Indenture, dated as of January 1, 2016 (the “Indenture”), between the Bond Bank and the Trustee, that: (1) the Trustee is authorized and directed to authenticate and deliver the Advance Funding Program Notes, Series 2016 A (the “Notes”), issued by the Bond Bank pursuant to and in compliance with the requirements of the Indenture; (2) the Trustee is further authorized and directed to deliver the Notes to J.P. Morgan Securities LLC, as Underwriter, by holding the Notes on behalf of The Depository Trust Company, New York, New York, upon payment to the Trustee of the purchase price of the Notes in the amount of \$74,281,950.80 (representing the par value of the Notes in the amount of \$73,420,000, plus an original issue premium in the amount of \$953,725.80, and less an Underwriter’s discount in the amount of \$91,775.00); and (3) the Trustee is further authorized and directed to apply the proceeds of the Notes as provided in Section 4.3 of the Indenture, by depositing: (A) \$74,062,465.72 of such proceeds into the Warrant Purchase Fund, and (B) \$170,000.00, constituting the remainder of the proceeds (after deduction of the fee paid to the Bank for the Credit Facility (as such terms are defined in the Indenture) on the date hereof in the amount of \$49,485.08), together with other funds contributed by the Bond Bank in the amount of \$180,000.00, into the Costs of Issuance Fund.

WITNESS MY HAND this 28th day of January, 2016.

INDIANA BOND BANK

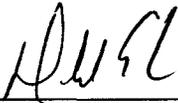
By: Kelly M. Mitchell
Kelly M. Mitchell, Chair

\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

CROSS RECEIPT

On January 28, 2016, the undersigned, J.P. Morgan Securities LLC, as the underwriter (the "Underwriter") of the Advance Funding Program Notes, Series 2016 A, dated January 28, 2016 (the "Notes"), issued by the Indiana Bond Bank (the "Bond Bank") in the aggregate principal amount of \$73,420,000 pursuant to the Note Indenture, dated as of January 1, 2016, between the Bond Bank and The Huntington National Bank, as trustee (the "Trustee"), has received the Notes by delivery thereof to the Trustee, on behalf of The Depository Trust Company, New York, New York, in accordance with the terms of the Note Purchase Contract, dated January 20, 2016, between the Bond Bank and the Underwriter.

J.P. MORGAN SECURITIES LLC,
as Underwriter

By: 

Printed: Don E. Wilbon

Title: Managing Director

On January 28, 2016, the undersigned has received from the Underwriter, in immediately available funds payable to the order of the Bond Bank, the amount of \$74,281,950.80, which amount represents the purchase price of the Notes, computed as follows:

Principal amount	\$73,420,000.00
Plus: original issue premium	953,725.80
Less: Underwriter's discount	<u>(91,775.00)</u>
TOTAL	<u>\$74,281,950.80</u>

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January 28, 2016

INDIANA BOND BANK



Kelly M. Mitchell, Chair



Ronald L. Mangus, Executive Director

\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

REQUISITION TO DISBURSE PROCEEDS AND PURCHASE WARRANTS

The Huntington National Bank, as Trustee
45 North Pennsylvania Street, INHP22
Indianapolis, Indiana 46204

The undersigned, an Authorized Officer of the Indiana Bond Bank (the “Bond Bank”), pursuant to the Note Indenture, dated as of January 1, 2016 (the “Indenture”), between The Huntington National Bank, as trustee (the “Trustee”), and the Bond Bank, hereby requests the Trustee to disburse the proceeds of the Advance Funding Program Notes, Series 2016 A, dated January 28, 2016 (the “Notes”), and issued by the Bond Bank in the aggregate principal amount of \$73,420,000 pursuant to the Indenture, for the purpose of purchasing the Warrants of the Qualified Entities in the amounts and for the funds described in Exhibit A attached hereto. The purchase price of all the Warrants is \$74,060,944.00.

In reliance upon certain representations of Bond Counsel to the Bond Bank and Bond Counsel to the Qualified Entities, the undersigned further certifies that all requirements set forth in the Indenture with respect to the disbursements set forth in Exhibit A have been met and hereby specifically certifies, in connection with this Requisition and with respect to each of the Qualified Entities listed on Exhibit A attached hereto, as follows:

(1) Each Qualified Entity has sold and delivered its Warrants to the Bond Bank pursuant to a Warrant Purchase Agreement between the Bond Bank and each such Qualified Entity.

(2) Each Qualified Entity is obligated to make all payments of principal and interest as and when required to be made on the Warrants and to pay all fees and charges, if any, required to be paid to or on behalf of the Bond Bank under the Indenture and the Warrant Purchase Agreement.

(3) To my knowledge, no Qualified Entity is in default under the payment terms or other material terms and provisions of any other qualified obligations of such Qualified Entity.

(4) Each Qualified Entity has delivered the certifications and other items required by Indiana Code 5-1.5, as amended, and the Warrant Purchase Agreements, including, with respect to each issue of Warrants, in a form acceptable to the Bond Bank, an Opinion of Bond Counsel to the effect that the Warrants bear interest that is excludable from gross income under Section 103 of the Code for purposes of federal income taxation. I further certify that any items listed in Section 4.7(A) of the Indenture not in the custody of the Trustee are within the custody or control of the Bond Bank and are in compliance with the applicable provisions of such subsection.

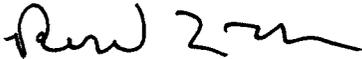
The Trustee shall invest the remaining portion of the proceeds of the Notes while such amounts are held in the Warrant Purchase Fund or the General Fund, until used to pay the interest on the Notes on their maturity date, upon written instructions provided by the Issuer to the Trustee from time to time in accordance with the terms and conditions of the Indenture.

Unless otherwise defined herein, terms used herein shall have the meanings ascribed thereto in the Indenture.

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand on behalf of the Bond Bank, this 28th day of January, 2016.

INDIANA BOND BANK



Ronald L. Mangus, Executive Director

EXHIBIT A
LIST OF DISBURSEMENTS

2016 Advance Funding
Principle Summary

Qualified Entity	Fund	Matures 6/30/16	Matures 12/30/16	Total
Attica Consolidated School Corp	CP	\$ -	\$ 87,478.00	\$ 87,478.00
Attica Consolidated School Corp	DS	-	212,980.00	212,980.00
Baugo Community Schools	CP	-	437,285.00	437,285.00
Baugo Community Schools	T	20,821.00	311,994.00	332,815.00
Beech Grove City Schools	DS	-	1,089,143.00	1,089,143.00
Beech Grove City Schools	PDS	34,606.00	97,028.00	131,634.00
Beech Grove City Schools	REF	313,911.00	583,938.00	897,849.00
Brazil Public Library	O	-	108,210.00	108,210.00
Brownsburg Community School Corporation	DS	-	5,078,622.00	5,078,622.00
Center Grove Comm. School Corp.	CP	-	1,768,986.00	1,768,986.00
Center Grove Comm. School Corp.	T	-	731,585.00	731,585.00
City of Beech Grove	G	550,000.00	899,038.00	1,449,038.00
City of Beech Grove	PP	15,278.00	15,278.00	30,556.00
City of Hobart	G	1,429,055.00	4,615,056.00	6,044,111.00
City of Lawrence	G	-	2,380,410.00	2,380,410.00
City of Marion	A	42,763.00	80,496.00	123,259.00
City of Marion	CCD	-	84,913.00	84,913.00
City of Marion	DS	54,238.00	54,238.00	108,476.00
City of Marion	G	87,052.00	4,932,143.00	5,019,195.00
City of Marion	MV	180,024.00	180,024.00	360,048.00
City of Marion	P&R	120,074.00	185,424.00	305,498.00
City of Marion	PB	-	90,874.00	90,874.00
City of Portage	EMB	952,206.00	1,009,762.00	1,961,968.00
City of Portage	G	1,051,766.00	3,379,854.00	4,431,620.00
City of Portage	MV	352,616.00	441,506.00	794,122.00
City of Portage	P&R	115,375.00	323,708.00	439,083.00
City of Valparaiso	F	275,745.00	2,232,954.00	2,508,699.00
Crawfordsville Community School Corporation	CP	251,184.00	309,516.00	560,700.00
Crawfordsville Community School Corporation	DS	-	706,087.00	706,087.00
Crawfordsville Community School Corporation	PDS	-	113,724.00	113,724.00
Crawfordsville Community School Corporation	REF	-	349,178.00	349,178.00
Crawfordsville Community School Corporation	T	171,022.00	275,531.00	446,553.00
Decatur Township - Marion County	F	193,079.00	2,048,248.00	2,241,327.00
DeKalb County Eastern Comm. School Dist.	CP	240,384.00	1,002,642.00	1,243,026.00
DeKalb County Eastern Comm. School Dist.	DS	-	1,198,400.00	1,198,400.00
DeKalb County Eastern Comm. School Dist.	T	34,383.00	487,724.00	522,107.00
DeKalb County Eastern Comm. School Dist.	TB	-	6,905.00	6,905.00
Elkhart Public Library	O	-	322,922.00	322,922.00
Evansville-Vanderburgh School Corporation	CP	-	1,485,605.00	1,485,605.00
Evansville-Vanderburgh School Corporation	T	-	3,423,496.00	3,423,496.00
Jay School Corporation	CP	-	1,100,000.00	1,100,000.00
M.S.D. of Wabash County	CP	-	721,133.00	721,133.00
M.S.D. of Wabash County	T	-	122,053.00	122,053.00
M.S.D. of Warren Township	CP	-	1,434,138.00	1,434,138.00
M.S.D. of Warren Township	T	486,596.00	2,310,882.00	2,797,478.00
Mishawaka-Penn-Harris Public Library	DS	-	53,838.00	53,838.00
Mishawaka-Penn-Harris Public Library	O	-	362,659.00	362,659.00
Monroe Central School Corporation	CP	86,511.00	230,657.00	317,168.00
Monroe Central School Corporation	T	66,985.00	266,531.00	333,516.00
Monroe Central School Corporation	TB	31,261.00	58,987.00	90,248.00
North Vermillion Comm School Corp	CP	-	332,479.00	332,479.00
North Vermillion Comm School Corp	T	85,950.00	85,950.00	171,900.00
Northwestern Cons. School Corp of Shelby County	CP	67,041.00	417,152.00	484,193.00

Northwestern Cons. School Corp of Shelby County	T	-	159,833.00	159,833.00
Penn Township - St. Joseph County	F	-	524,707.00	524,707.00
Plainfield Community School Corporation	CP	222,724.00	1,588,647.00	1,811,371.00
Plainfield Community School Corporation	T	-	353,705.00	353,705.00
Randolph Central School Corporation	CP	-	315,435.00	315,435.00
Randolph Central School Corporation	PDS	-	3,201.00	3,201.00
Randolph Central School Corporation	T	-	256,208.00	256,208.00
Rensselaer Central School Corporation	T	-	189,726.00	189,726.00
Richland-Bean Blossom C S C	DS	-	1,592,258.00	1,592,258.00
Richland-Bean Blossom C S C	T	344,388.00	355,317.00	699,705.00
School City of Hobart	CP	-	524,747.00	524,747.00
School City of Hobart	DS	-	395,911.00	395,911.00
School City of Hobart	T	-	405,517.00	405,517.00
South Henry School Corporation	CP	41,588.00	191,072.00	232,660.00
Speedway Public Library	O	-	152,069.00	152,069.00
Taylor Community School Corp	CP	109,633.00	109,633.00	219,266.00
Taylor Community School Corp	T	26,820.00	121,717.00	148,537.00
Washington Township - Hendricks County	F	-	1,200,000.00	1,200,000.00
Wawasee Community School Corp	G	-	960,758.00	960,758.00
Wawasee Community School Corp	T	-	403,392.00	403,392.00
Wayne Township - Allen County	TA	-	922,365.00	922,365.00
Westfield-Washington Schools	CP	331,749.00	331,749.00	663,498.00
Westfield-Washington Schools	G	-	732,893.00	732,893.00
Westfield-Washington Schools	REF	692,638.00	2,073,872.00	2,766,510.00
Westfield-Washington Schools	T	238,691.00	238,691.00	477,382.00
		\$ 9,318,157.00	\$ 64,742,787.00	\$ 74,060,944.00

\$73,420,000
INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A

TAX AND ARBITRAGE CERTIFICATE

The Indiana Bond Bank (the “Bond Bank”), with respect to its Advance Funding Program Notes, Series 2016 A (the “Notes”), issued in the aggregate principal amount of \$73,420,000, pursuant to the Note Indenture, dated as of January 1, 2016 (the “Indenture”), and authorized by the resolution adopted by the Board of Directors (the “Board”) of the Bond Bank on October 13, 2015 (the “Resolution”), and the provisions of Indiana Code 5-1.5, as amended (the “Act”), for the purpose of providing funds for the purchase of warrants issued by various qualified entities as defined in the Act (the “Qualified Entities”), does hereby certify that, to its knowledge:

1. GENERAL

1.1 Internal Revenue Code and Treasury Regulations. This Certificate is being executed and delivered pursuant to the applicable sections of the Internal Revenue Code of 1986, as amended and in effect on the date of delivery of the Notes (the “Code”), and, to the extent applicable, the Treasury Regulations on Income Tax issued by the United States Department of the Treasury and in effect on the date of the delivery of the Notes (the “Regulations”), for the purpose of setting forth facts, estimates and expectations of the Bond Bank on the date of this Certificate regarding the amount and use of the proceeds of the Notes.

1.2 Definitions. For the purposes of this Certificate, certain terms used herein have the same meanings ascribed to them in the Regulations. Capitalized words and terms used herein and which are not defined herein shall have the meanings set forth in the Indenture.

1.3 Responsible Officials. The undersigned are the duly appointed, qualified and acting Chair and Executive Director of the Bond Bank and, as such, along with other officials of the Bond Bank, are charged with the responsibility for issuing the Notes and are duly authorized to execute and deliver this Certificate on behalf of the Bond Bank.

1.4 Reasonable Expectations.

(a) The facts, estimates and expectations of the Bond Bank set forth in this Certificate are based upon and presented in reliance upon its understanding of the documents which evidence this transaction, including the Indenture, the Warrant Purchase Agreements, each dated as of January 1, 2016, between the Bond Bank and the Qualified Entities (the “Warrant Purchase Agreements”), the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016 (the “Credit Facility Agreement”), between the Bond Bank and JPMorgan Chase Bank, N.A. (the “Bank”), the Note Purchase Contract, dated January 20, 2016 (the “Note Purchase Contract”), between the Bond Bank and J.P. Morgan Securities LLC, as underwriter (the “Underwriter”), and other documents contained in the transcript of proceedings relating to the authorization and issuance of the Notes (the “Transcript”), and also upon: (i) the representations and opinions set forth in the certificates of the Underwriter attached hereto as Exhibit A and Exhibit D; (ii) the

certificate of Crowe Horwath LLP, financial advisor to the Bond Bank (the “Financial Advisor”), attached hereto as Exhibit B; (iii) the representations set forth in the Certificate of the Bank Regarding the Credit Enhancement attached hereto as Exhibit C; (iv) the representations of the Qualified Entities set forth in the Warrant Purchase Agreements and the Qualified Entities’ Certificates Regarding Certain Federal Tax Matters and Arbitrage; and (v) the representations and certifications set forth in the Certificate of Trustee contained in the Transcript.

(b) To the Bond Bank’s knowledge, the facts and estimates set forth in this Certificate are accurate and the expectations of the Bond Bank set forth in this Certificate are reasonable. The Bond Bank has no knowledge that would cause it to believe that the representations and opinions set forth in the documents and certificates described above are unreasonable or inaccurate or may not be relied upon, but it has made no independent investigation of such matters.

2. ISSUANCE OF THE NOTES

2.1 Resolution and Indenture. The Bond Bank is issuing and delivering the Notes simultaneously with the delivery of this Certificate pursuant to the Resolution and the Indenture.

2.2 Purpose of the Notes. The Notes are being issued for the purpose of providing funds (a) to purchase the Warrants issued by the Qualified Entities, (b) to refund a portion of the Interim Advance Funding Program Notes, Series 2016 A (the “Interim Notes”), issued by the Bond Bank on January 4, 2016, in the aggregate principal amount of \$34,438,315 and currently outstanding in the aggregate principal amount of \$34,438,315, (c) to pay all or a portion of the fees to establish and provide the Credit Facility Agreement, and (d) to pay the costs of issuance of the Notes. The principal of and interest on the Notes are payable from the proceeds of payments made on the Warrants by the Qualified Entities, certain moneys and investment earnings, if any, on moneys held in the Funds and Accounts under the Indenture, and, if necessary, the proceeds of any disbursements made under the Credit Facility Agreement. The Interim Notes were issued pursuant to the Act and the Interim Note Indenture, dated as of January 1, 2016, between the Bond Bank and The Huntington National Bank, as trustee (the “Interim Note Trustee”), in order to acquire warrants (the “Interim Warrants”) issued by certain of the Qualified Entities.

2.3 The Financing Program. The Bond Bank has duly adopted the Resolution and thereby determined to provide funds for the purchase of the Warrants issued by the Qualified Entities. The Notes are being issued and delivered at this time because information supplied to the Bond Bank indicates that (a) the Qualified Entities have a need to alleviate cash flow difficulties through the financing of their respective cumulative cash flow deficits, (b) the Qualified Entities do not have sufficient funds otherwise available to alleviate such cash flow deficits, and (c) the sale of the Warrants to the Bond Bank will provide the most timely and economical means for the financing of such cumulative cash flow deficits of the Qualified Entities.

3. REVENUES AND FUNDS UNDER THE INDENTURE

3.1 Funds and Accounts under the Indenture. The following Funds and Accounts are established in the custody of the Trustee under the Indenture for the purpose of depositing the proceeds of the Notes and holding investment earnings on moneys in any of such Funds and Accounts:

- (a) General Fund;
- (b) Costs of Issuance Fund;
- (c) Warrant Purchase Fund; and
- (d) Rebate Fund.

3.2 General Fund.

(a) The Indenture requires that the Trustee deposit all Revenues to the General Fund, except for any such Revenues deposited in the Rebate Fund as income or gain on investments of amounts in the Rebate Fund. Any amounts received from the Bank under the Credit Facility Agreement will be deposited into the General Fund and immediately used for the payment of the principal of or interest on outstanding Notes. Interest payments on the Notes will be payable at the final maturity of the Notes on January 4, 2017 (the "Payment Date").

(b) Moneys in the General Fund will be: (i) transferred to the Rebate Fund to meet the rebate requirements, if any, applicable to the Notes under the Code; (ii) transferred to the Trustee on the Payment Date for the payment of the principal of and interest on the Notes; (iii) employed for the payment of Program Expenses; (iv) transferred to the Bank to pay amounts due and owing under the Credit Facility Agreement; and (v) after meeting all of the foregoing requirements and under certain circumstances set forth in the Indenture, be transferred to any Fund or Account or any other fund or account of the Bond Bank.

(c) The General Fund is designed to achieve a proper matching of the Bond Bank's Revenues and debt service obligations on the Notes within each Bond Year, and the General Fund will be treated as a separate fund for the payment of debt service on the Notes for purposes of the Regulations. The Bond Bank expects that the amounts deposited in the General Fund will not be held for more than 13 months and that such amounts will be fully depleted and expended at least once each year for the payment of debt service on the Notes, except for a reasonable carry-over which will not exceed the greater of 1/12 of debt service on the Notes for the immediately preceding Bond Year or earnings on such amounts for the immediately preceding Bond Year.

3.3 Costs of Issuance Fund. Upon the issuance and delivery of the Notes, the Trustee will deposit a portion of the proceeds of the Notes in the amount of \$219,485.08, together with other funds contributed by the Bond Bank in an amount equal to \$180,000.00, into the Costs of Issuance Fund, representing a portion of the expected and permitted costs of issuance of the Notes (exclusive of the Underwriter's discount). Moneys in the Costs of Issuance Fund will be applied to pay the costs of issuance of the Notes in accordance with the requirements set forth in

the Indenture. In addition, the Trustee will pay or cause to be paid to the Bank out of a portion of the proceeds of the Notes deposited into the Costs of Issuance Fund the fees owed to the Bank pursuant to the Credit Facility Agreement, in an amount equal to \$49,485.08. All such amounts will be disbursed promptly and in any event will be transferred to the General Fund not later than 180 days after the date hereof (the "Issue Date").

3.4 Warrant Purchase Fund. Upon the issuance and delivery of the Notes, the Trustee will deposit a portion of the proceeds of the Notes in the amount of \$74,062,465.72 into the Warrant Purchase Fund. In accordance with the procedures set forth in Section 4.7 of the Indenture, the Trustee will purchase the Warrants of the Qualified Entities by disbursing from the Warrant Purchase Fund the aggregate amount of \$74,060,944.00 to acquire the Warrants of the Qualified Entities on the Issue Date. Certain of the Warrants will be issued in substitution for all or a portion of the Interim Warrants. The balance of the net proceeds of the Notes deposited in the Warrant Purchase Fund in the amount of \$1,521.72 represents a rounding amount (the "Rounding Amount"). The Rounding Amount and the investment earnings thereon will be transferred to the General Fund on December 31, 2016, pursuant to the Indenture, and used to pay interest on the Notes on the Payment Date. Any other amounts remaining in the Warrant Purchase Fund after the acquisition of the Warrants and the investment earnings thereon will be transferred to the General Fund on December 31, 2016, pursuant to the Indenture, and shall be applied first to pay the remainder of the interest due on the Notes on the Payment Date and then to the principal due on the Notes on the Payment Date.

3.5 Rebate Fund. The Indenture establishes a Rebate Fund for the purpose of rebating to the United States any amounts which may be required to be rebated under the Code. If a deposit to the Rebate Fund is required to be made as a result of the computations made by the Bond Bank pursuant to Section 4.8 of the Indenture, the Trustee, upon receipt of written direction from the Bond Bank, will make transfers of moneys from the General Fund to the Rebate Fund. The Trustee will invest moneys in the Rebate Fund as directed by the Bond Bank and will deposit income from such investments into the Rebate Fund.

4. USE OF PROCEEDS

4.1 Proceeds Will Not Exceed Governmental Purposes. The amount of \$74,281,950.80, representing \$73,420,000.00 in principal amount of the Notes, plus an original issue premium in the amount of \$953,725.80, and less the Underwriter's discount in the amount of \$91,775.00 (which has been retained by the Underwriter as compensation pursuant to the Note Purchase Contract), from the sale of the Notes, does not exceed the amounts expected to be necessary for the governmental purposes, for which the Notes are issued as described above, and shall be applied on the Issue Date as follows:

(a) \$219,485.08, together with other funds contributed by the Bond Bank in the amount of \$180,000.00, will be deposited into the Costs of Issuance Fund. That amount, plus investment earnings, if any, thereon, will be used to pay the costs of issuance of the Notes (exclusive of Underwriter's discount). Out of that amount, \$49,485.08 from a portion of the proceeds of the Notes deposited therein will be wire transferred on the Issue Date to the Bank as a fee pursuant to the Credit Facility Agreement. The Bond Bank expects that all amounts

deposited in the Costs of Issuance Fund and earnings thereon will be fully expended within 180 days after the Issue Date; and

(b) \$74,062,465.72 (consisting of the remaining proceeds of the Notes) will be deposited into the Warrant Purchase Fund, of which \$1,521.72 shall consist of the Rounding Amount and the remainder of which, in the amount of \$74,060,944.00, will be applied to the purchase of the Warrants of the Qualified Entities on the Issue Date and fully disbursed on or before December 31, 2016. Of that amount, \$34,456,452.51 will be used by the Interim Note Trustee to pay the principal of and interest on the Interim Notes on their maturity date, which is the Issue Date.

4.2 Disposition of the Gross Proceeds of Interim Notes.

(a) All gross proceeds of the Interim Notes have been expended as of the close of the Issue Date; therefore, there are no unexpended gross proceeds of the Interim Notes available for the governmental purpose of the Interim Notes.

(b) In accordance with Section 1.148-9(h)(4) of the Regulations, a portion of the Notes have been allocated to the refunding of the Interim Notes (the "Refunding Notes") and the new money portion of the Notes (the "New Money Notes"). After reasonable adjustment of the issue price of the Notes to account for common costs, each such portion has an issue price that bears the same ratio to the aggregate issue price of the Notes as the portion of the sale proceeds of the Notes used for such separate purposes bears to the aggregate sale proceeds of the Notes. The portions of the sale proceeds attributable to the Notes allocated to the New Money Notes and the Refunding Notes are \$39,688,165.08 and \$34,685,560.72, respectively. Each portion of the Notes allocated to the New Money Notes and the Refunding Notes results from a pro rata allocation described under Section 1.148-9(h)(4)(ii) of the Regulations. Such allocations included a ratable allocation of the common costs of the Notes, including the issuance costs of the Notes and the fee paid to the Bank pursuant to the Credit Facility Agreement.

4.3 Use of Proceeds by Qualified Entities. The proceeds deposited to the Warrant Purchase Fund will be used to purchase Warrants of Qualified Entities pursuant to a Warrant Purchase Agreement between each Qualified Entity and the Bond Bank. In Exhibit B attached hereto, the Financial Advisor has certified that (a) the Financial Advisor has reviewed the calendar year 2016 cash-flow projections of each Qualified Entity, (b) the calendar year 2016 cash-flow projections of each Qualified Entity are reasonable, and (c) the principal amount of the Warrants with respect to each fund issued and sold by each Qualified Entity does not exceed the amount of the largest cumulative cash flow deficit for such fund projected to occur on or prior to July 4, 2016.

4.4 Investment Proceeds. Amounts available for investment in the Funds and Accounts under the Indenture will be invested in Investment Securities and any earnings derived from investments of assets held in any Fund or Account, except the Rebate Fund, will be deposited in and applied to the purposes of the General Fund, and any earnings derived from investments of assets held in the Rebate Fund will remain in and be applied to the purposes of the Rebate Fund.

5. RESERVE, REPLACEMENT AND PLEDGED FUNDS

5.1 No Reserve or Replacement Funds. Other than the Rounding Amount, there are no reserve or replacement funds established for the Notes under the Indenture and no funds or accounts which otherwise constitute “replacement proceeds” of the Notes within the meaning of the Regulations.

5.2 Funds for Purchases of Warrants. Other than the Warrant Purchase Fund, there are no funds of the Bond Bank available for the payment of the purchase price of the Warrants of the Qualified Entities which will be funded by the proceeds of the Notes. There are no amounts which have a sufficiently direct nexus to the Notes or the governmental purpose of the Notes to conclude that such amounts would have been used for such governmental purpose if the proceeds of the Notes were not used or to be used for the governmental purpose. No portion of the proceeds of the Notes will be used as a substitute for other funds that were otherwise to be used as a source of financing for any portion of such payment or reimbursement and that have been or will be used to acquire directly or indirectly nonpurpose investments producing a yield in excess of the yield on the Notes.

5.3 No Other Pledged Funds. Except for the General Fund and the Rounding Amount, there are no amounts that are directly or indirectly pledged to pay the principal of or interest on the Notes or amounts pledged by the Bond Bank or any Qualified Entity for which a reasonable assurance exists as to the availability of such funds for the payment or for the transfer for payment of the principal of or interest on the Notes.

5.4 No Other Sinking Funds. Except for the General Fund and the Rounding Amount, the Bond Bank has not created or established, and does not expect to create or establish, any sinking fund or other similar fund, (a) which is reasonably expected to be used to pay or to be available for the payment of or to provide for the payment of the principal of or interest on the Notes, or (b) which may be used solely to prevent a default in the payment of the principal of or interest on the Notes.

5.5 No Replacement Proceeds. The Notes, the proceeds of which will be deposited in the Warrant Purchase Fund to be loaned to Qualified Entities to finance restricted working capital expenditures, will not be outstanding longer than 13 months from the date of issuance of the Interim Notes. Therefore, the Bond Bank does not expect that (a) the term of the Notes will be longer than is reasonably necessary for the governmental purposes of the Notes, and (b) there will be available amounts during the period that the Notes remain outstanding longer than necessary.

6. TEMPORARY PERIODS

6.1 Warrant Purchase Fund. That portion of the proceeds of the Notes deposited in the Warrant Purchase Fund, which is reasonably expected to be used to finance purpose investments through the purchase of the Warrants of the Qualified Entities, may be invested by the Bond Bank at an unrestricted yield for a period not exceeding six months from the Issue Date. Except as provided in the following sentence, proceeds of the Warrants are reasonably expected to be allocated to restricted working capital expenditures within 13 months after the

Issue Date and therefore may be invested by the Qualified Entities at an unrestricted yield for a period not exceeding 13 months from the Issue Date. The proceeds of the Warrants allocable to the refunding of the Interim Warrants are reasonably expected to be allocated to restricted working capital expenditures within 13 months from the date the Interim Notes were issued, and, therefore, the proceeds of those Warrants used to refund the Interim Warrants may be invested at an unrestricted yield for a period not exceeding 13 months from the issue date of the Interim Notes. Earnings on such amounts may be invested at an unrestricted yield for a period not exceeding one year from the date of receipt of the amount earned.

6.2 General Fund. Amounts deposited in the General Fund, to the extent it qualifies as a bona fide debt service fund, may be invested at an unrestricted yield for a period not exceeding 13 months from the date of deposit of such amounts to the General Fund. Earnings on such amounts may be invested at an unrestricted yield for a period not exceeding one year from the date of receipt of the amount earned.

6.3 Replacement Proceeds. Any replacement proceeds, other than the Rounding Amount and any investment earnings thereon, may be invested at an unrestricted yield for a period not exceeding 30 days from the date that such amounts are treated as replacement proceeds.

6.4 Minor Portion. Gross proceeds not otherwise described in Sections 6.1, 6.2 and 6.3 hereof in excess of a “minor portion” equal to \$100,000, minus the Rounding Amount and any investment earnings thereon, may be invested at an unrestricted yield for a period not exceeding 30 days from the date of receipt.

7. YIELD AND OFFERING PRICES

7.1 Offering Prices. In Exhibit A, the Underwriter has certified that all of the Notes have been the subject of an initial offering to the “public” (i.e., to purchasers other than bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices no higher than, or yields no lower than, the price and/or yield set forth on the cover page of the Official Statement of the Bond Bank, dated January 20, 2016, pertaining to the Notes (the “Official Statement”). The Underwriter has further certified in Exhibit A that, as of the date the Notes were sold to the Underwriter pursuant to the Note Purchase Contract, a substantial portion (i.e., at least 10%) of the Notes were reasonably expected to be sold initially to the public at initial prices no higher than and/or at yields no less than the respective price and/or yield set forth on the cover of the Official Statement, and it was the reasonable expectation of the Underwriter, as of the date that the Notes were sold to the Underwriter pursuant to the Note Purchase Contract, that a substantial portion (i.e., at least 10%) of the Notes would be sold at such prices and/or yields on or before the Issue Date.

7.2 Yield on the Notes. Based on the offering price described above, the yield on the Notes has been calculated by the Underwriter to be not less than 0.6712%. In Exhibit C attached hereto, the Bank has certified that the Credit Facility Agreement was entered into in an arm’s-length transaction and unconditionally shifts substantially all of the credit risk with respect to a portion of the Notes. In Exhibit D attached hereto, the Underwriter has certified the present value of the aggregate of the fees paid to the Bank under the Credit Facility Agreement will be

less than the present value of the interest expected to be saved, and that such fees and premium represent a reasonable, arm's-length charge for the transfer of the credit risk. Therefore, the fee of \$49,485.08 paid to the Bank has been taken into account in the calculation of the yield on the Notes.

8. REBATE

(a) The Bond Bank has elected pursuant to Section 1.148-7(b)(6)(ii) of the Regulations to apply the rebate exceptions separately to each conduit loan to a Qualified Entity. Therefore, the applicable spending requirements for each loan to a Qualified Entity will begin on the earlier of the date such loan is made (which date is expected to be the Issue Date) or the first day following the one year period beginning on the Issue Date. Except as provided in subsection (b) below, each of the Qualified Entities has represented that, within six months of the date of issuance of its Warrants, the cumulative cash flow deficit (as defined in Section 148(f)(4)(B) of the Code), with respect to each fund upon which such Warrants are issued, is expected to exceed 90% of the proceeds of such Warrants, and, therefore, to the extent such expectations are met, such Warrants are exempt from the rebate requirement by reason of Section 148(f)(4)(B) of the Code.

(b) With respect to that portion of the proceeds of the Warrants used to refund the Interim Warrants, each of the Qualified Entities has represented that, within six months of the date of issuance of its Interim Warrants, the cumulative cash flow deficit (as defined in Section 148(f)(4)(B) of the Code), with respect to each fund upon which such Warrants are issued, is expected to exceed 90% of such proceeds of the Warrants, and, therefore, to the extent such expectations are met and the expectations in subsection (a) above are met, such Warrants are exempt from the rebate requirement by reason of Section 148(f)(4)(B) of the Code. In addition, some of the Qualified Entities have represented that they qualify for the rebate exception under Section 148(f)(4)(D) of the Code. The Bond Bank has covenanted in the Indenture that it will comply with the requirements of Section 148 of the Code. Pursuant to Section 1.148-7(b)(6)(ii)(B) of the Regulations, the rebate requirement will be satisfied for proceeds used to finance conduit loans to the Qualified Entities to the extent that each loan actually satisfies the spending exception set forth in Section 148(f)(4)(B) of the Code or the small issuer exception set forth in Section 148(f)(4)(D) of the Code.

9. OTHER OBLIGATIONS

The Notes are separately and solely secured by the Trust Estate under the Indenture, and there are no other obligations of the Bond Bank, which satisfy each of the following: (a) are sold at substantially the same time as that of the Notes; (b) are sold pursuant to the same plan of financing as that of the Notes; and (c) are reasonably expected to be paid from substantially the same source of funds as that of the Notes, determined without regard to guarantees from parties unrelated to the Bond Bank or any Qualified Entity.

10. NO ABUSIVE DEVICE

In connection with the issuance of the Notes, no "abusive arbitrage device" (within the meaning of the Regulations) will be used, and no action has been taken or omitted, which has the

effect of enabling the Bond Bank or the Qualified Entities to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and overburdening the tax-exempt bond market through actions such as, but not limited to, selling more obligations, issuing obligations earlier or allowing obligations to remain outstanding longer than would otherwise be reasonably necessary to accomplish the governmental purposes of the Notes or the Warrants.

11. OTHER FEDERAL TAX REQUIREMENTS

11.1 Private Activity Bond Tests.

(a) No person or entity, or any combination thereof, other than the Qualified Entities, the Bond Bank or any other governmental unit within the meaning of Section 141(b)(6) and Section 150(a)(2) of the Code (each, a “Governmental Unit”) will use more than 10% of the proceeds of the Notes or property financed by such proceeds other than as a member of the general public. No person or entity or any combination thereof, other than a Governmental Unit, will own property financed out of more than 10% of the proceeds of the Notes or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, or any other type of arrangement that differentiates that person’s or entity’s use of such property from the use of such property by the public at large. No more than five percent of the proceeds of the Notes will be used for any private business use that is not related to the governmental purposes of the Bond Bank or any Qualified Entity, or that, although related to the governmental purposes of the Bond Bank or any Qualified Entity, exceeds the amount of Note proceeds used for such related governmental purposes of the Bond Bank or any Qualified Entity, other than the related private business use.

(b) The payment of the principal of or interest on no more than 10% of the proceeds of the Notes (under the terms of the Notes, the Indenture or any underlying arrangement) is secured, directly or indirectly, by an interest in property used or to be used for any private business use or payments in respect of such property or to be derived from payments (whether or not to the Bond Bank) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than the lesser of five percent or \$5,000,000 of the Note proceeds will be lent to any entity or person other than a Governmental Unit. No more than the lesser of five percent or \$5,000,000 of the Note proceeds will be transferred directly or indirectly, or be deemed transferred, to a person or entity other than a Governmental Unit in a fashion that would in substance constitute a loan of such Note proceeds.

(d) The Bond Bank will not take, or cause or permit to be taken by it or by any party under its control, including the Qualified Entities to the extent of the Bond Bank’s control thereof, or fail to take or cause or permit to fail to be taken by it or by any party under its control, including the Qualified Entities to the extent of the Bond Bank’s control thereof, any action which would result in any Note being classified as a “private activity bond” pursuant to the Code or any action with respect to the proceeds of any Notes or any investment earnings thereon that would result in the loss of the excludability of the interest on the Notes from gross income for federal income tax purposes pursuant to Section 103 of the Code.

(e) The Bond Bank has received certifications from each of the Qualified Entities that such Qualified Entity will not take, or cause or permit to be taken by such Qualified Entity or any party under its control, any action which would result in any Note being classified as a “private activity bond” pursuant to the Code or any action with respect to the proceeds of any of the Notes or any investment earnings thereon that would result in the loss of the excludability of the interest on the Notes from gross income for federal income tax purposes pursuant to Section 103 of the Code.

11.2 Registered Notes. The Notes are currently and at all times will be in fully registered form.

11.3 No Federal Guarantee. The Notes are not and will not be “federally guaranteed” as defined in Section 149(b) of the Code.

11.4 Tax Exemption. The Notes derive their tax-exempt status from the Code and the Regulations.

11.5 No Advance Refunding. The Notes are not being issued to advance refund other obligations.

11.6 Information Return. Included in the Transcript is Internal Revenue Service Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, which has been duly executed by the Bond Bank. We certify that the information contained therein is accurate.

11.7 Pooled Bond Requirements. The Notes are issued as part of an issue, more than \$5,000,000 of the proceeds of which are reasonably expected to be used directly or indirectly to make or finance conduit loans to two or more conduit borrowers. Accordingly, the Notes are pooled financing bonds within the meaning of Section 149(f) of the Code. However, under Section 149(f)(1) of the Code, Section 103(a) of the Code will still apply to the Notes because:

(a) The Bond Bank reasonably expects as of the Issue Date, that: (i) as of the close of the one year period beginning on the Issue Date, at least 30% of the net proceeds (as defined in Section 149(f)(2)(C) of the Code) of the Notes (as of the close of such period) will have been used directly or indirectly to make or finance loans to the Qualified Entities; and (ii) as of the close of the three-year period beginning on the Issue Date, at least 95% of the net proceeds (as defined in Section 149(f)(2)(C) of the Code) of the Notes (as of the close of such period) will have been so used. In forming this expectation, the Bond Bank has not taken into account any expectations as to changes in interest rates or changes in the Code, the Regulations or the rulings thereunder;

(b) The payment of legal and underwriting costs associated with the Notes is not contingent, and at least 95% of the reasonably expected legal and underwriting costs associated with the issuance of the Notes will be paid not later than 180 days from the Issue Date; and

(c) The Bond Bank has received prior to the issuance of the Notes written loan commitments identifying the ultimate potential borrowers of at least 30% of the net proceeds (as defined in Section 149(f)(2)(C) of the Code) of the Notes.

11.8 Hedge Bonds. The Bond Bank expects that at least 85% of the spendable proceeds of the Notes will be used to carry out the purpose of the Notes (to fund the purchase of the Warrants issued by the Qualified Entities) within the three-year period beginning on the Issue Date. None of the proceeds of the Notes will be invested in nonpurpose investments having substantially guaranteed yields for four years or more.

12. TAX COMPLIANCE PROCEDURES

To ensure that obligations issued by the Bond Bank, the interest on which is excludable from gross income under Section 103(a) of the Code, satisfy and will continue to satisfy all requirements of the Code and the Regulations, the Bond Bank adopted, on November 15, 2011, the procedures set forth in Exhibit E hereto.

13. NONARBITRAGE

On the basis of the foregoing facts, estimates and circumstances, it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Code and Sections 1.148-1 through 1.148-11 of the Regulations. To the best of the knowledge, information and belief of the undersigned, the expectations herein are reasonable, and the undersigned know of no other facts, estimates or circumstances that would materially change such expectations.

Dated this 28th day of January, 2016.

INDIANA BOND BANK

By: Kelly M. Mitchell
Kelly M. Mitchell, Chair

By: Ronald L. Mangus
Ronald L. Mangus, Executive Director

LIST OF EXHIBITS

- | | |
|------------------|---|
| EXHIBIT A | Certificate of the Underwriter Regarding the Tax and Arbitrage Certificate |
| EXHIBIT B | Certificate of the Financial Advisor Regarding the Qualified Entity Cash Flows |
| EXHIBIT C | Certificate of the Bank Regarding the Credit Enhancement |
| EXHIBIT D | Certificate of the Underwriter Regarding the Credit Enhancement |
| EXHIBIT E | Tax Compliance Procedures |

EXHIBIT A

CERTIFICATE OF THE UNDERWRITER REGARDING THE TAX AND ARBITRAGE CERTIFICATE

The undersigned, J.P. Morgan Securities LLC, as the underwriter (the “Underwriter”) pursuant to the Note Purchase Contract, dated January 20, 2016 (the “Purchase Contract”), between the Indiana Bond Bank (the “Bond Bank”) and the Underwriter, hereby certifies as follows:

1. Pursuant to the Purchase Contract, the Underwriter has acquired the Advance Funding Program Notes, Series 2016 A (the “Notes”), issued by the Bond Bank in the aggregate principal amount of \$73,420,000.

2. The definitions set forth in the Tax and Arbitrage Certificate, executed by the Bond Bank in connection with the issuance of the Notes (the “Tax and Arbitrage Certificate”), are hereby incorporated by reference.

3. All the Notes have been the subject of an initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers), made pursuant to the Purchase Contract at prices no higher than and/or at yields no less than the respective price and/or yield of the Notes set forth on the cover of the Official Statement of the Bond Bank, dated January 20, 2016, pertaining to the Notes (the “Official Statement”).

4. The Underwriter was obligated to make a bona fide initial offering to the public of all of the Notes, and the undersigned has no reason to believe such offerings were not made.

5. At the time that the Notes were sold to the Underwriter under the Purchase Contract, based upon the Underwriter’s assessment of the then prevailing market conditions, the Underwriter reasonably expected: (a) that a substantial portion (*i.e.*, at least 10%) of the Notes would be initially sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial prices no higher than and/or at yields no less than the respective price and/or yield of the Notes set forth on the cover of the Official Statement; and (b) a substantial portion (*i.e.*, at least 10%) of the Notes would be sold at such prices and/or yields on or before the proposed delivery date of the Notes, January 28, 2016 (the “Issue Date”).

6. The undersigned represents that it has furnished to the Bond Bank certain of the assumptions and information set forth in Sections 7.1 and 7.2 of the Tax and Arbitrage Certificate, and that the statements and expectations contained in Sections 7.1 and 7.2 of the Tax and Arbitrage Certificate are accurate and reasonable to the best of the knowledge of the undersigned, and the Underwriter acknowledges that the Chair and the Executive Director of the Bond Bank have relied upon such representations in executing the Tax and Arbitrage Certificate.

7. For the purpose of the Information Return for Tax-Exempt Governmental Obligations required by Section 149(e) of the Internal Revenue Code of 1986, as amended, to be filed with the Internal Revenue Service in connection with the issuance of the Notes: (a) the issue

price of the Notes is \$74,373,725.80; (b) the weighted average maturity of the Notes is not more than 0.9333 years, being the number of years to maturity of the entire issue; and (c) based on information provided by the CUSIP Bureau, the CUSIP number for the Notes is 45462TEZ1.

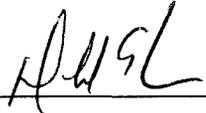
8. The composite yield on the Notes is not less than 0.6712%. Such number is the discount rate that, when used in computing the present value as of the Issue Date of all unconditionally payable payments of principal of and interest on the Notes, and the payment on the Issue Date of the fee to JPMorgan Chase Bank, N.A. (the "Bank"), pursuant to the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016, between the Bond Bank and the Bank, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the Notes as of the Issue Date.

9. To the best of our knowledge and belief, the facts, estimates and expectations set forth in this Certificate are true, correct, complete and reasonable and there are no other facts, estimates, expectations or circumstances which would materially change those set forth herein.

10. This Certificate may be relied upon by the Bond Bank in executing and delivering the Tax and Arbitrage Certificate and by Barnes & Thornburg LLP, bond counsel, in rendering the opinion of such firm that the interest on the Notes is excludable from gross income for federal income tax purposes.

Dated: January 28, 2016.

J.P. MORGAN SECURITIES LLC

By: 

Printed: Don E. Wilbon

Title: Managing Director

EXHIBIT B

**CERTIFICATE OF THE FINANCIAL ADVISOR
REGARDING THE QUALIFIED ENTITY CASH FLOWS**

**CERTIFICATE OF FINANCIAL ADVISOR
REGARDING QUALIFIED ENTITY CASH FLOWS**

The undersigned, Crowe Horwath LLP, as financial advisor to the Indiana Bond Bank (the "Bond Bank") in connection with the Bond Bank's issuance of \$73,420,000 in aggregate principal amount of Indiana Bond Bank Advance Funding Program Notes, Series 2016 A (the "Notes"), hereby certifies as follows:

1. The definitions set forth in the Tax and Arbitrage Certificate of the Bond Bank are hereby incorporated by reference.
2. We are experts in the field of municipal finance and have substantial experience in reviewing and evaluating cash flow projections of various types of local government units in the State of Indiana, including specifically, cities, towns, townships, counties, libraries and school corporations.
3. We have reviewed and evaluated to the extent deemed necessary and agreed upon by the Bond Bank, preliminary application materials and 2016 cash flow projections for each Qualified Entity, which review and evaluation involved, among other things, meetings (including meetings by telephone) with bond counsel for each Qualified Entity, and various officials and representatives of each Qualified Entity.
4. The finalized cash flow projections of each Qualified Entity provide a reasonable basis for determining the amount of Warrants that can be duly issued by each such Qualified Entity.
5. The principal amount of each Warrant does not exceed: (i) eighty percent (80%) of the semi-annual tax levy (as certified or estimated by the Department of Local Government Finance) for the fund upon which such Warrant is issued; and (ii) in addition for certain school corporations, 80% of the state tuition support distribution to be received in the month of December 2016, (as certified or estimated to the school corporation by the Indiana Department of Education) for the general fund upon which such Warrant is issued.
6. The principal amount of Warrants issued by each Qualified Entity for each fund does not exceed the largest estimated cumulative cash flow deficit projected to occur in such fund within six (6) months of the date of issuance of such Warrants.
7. Our reasonable expectation is that the actual cumulative cash flow deficit for each fund of each Qualified Entity will exceed ninety percent (90%) of the principal amount of Warrants issued by each such Qualified Entity with respect to each such fund within six (6) months of the date of issuance of the Warrants.

CERTIFICATE OF FINANCIAL ADVISOR
REGARDING QUALIFIED ENTITY CASH FLOWS (Continued)

8. To the best of our knowledge and belief, the facts, circumstances and expectations set forth in this Certificate are true, correct, complete and reasonable.
9. This Certificate may be relied upon by the Bond Bank in executing and delivering the Tax and Arbitrage Certificate and may be relied upon by Barnes & Thornburg LLP, Bond Counsel, in rendering the opinion of such firm that the interest on the Notes is excludable from gross income for federal income tax purposes.

Dated this 28th day of January, 2016.

CROWE HORWATH LLP

By: 
John R. Skomp, Partner

EXHIBIT C

CERTIFICATE OF THE BANK REGARDING THE CREDIT ENHANCEMENT

The undersigned, a duly authorized representative of JPMorgan Chase Bank, N.A. (the “Bank”), hereby certifies and represents in connection with its provision of the credit facility under the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016 (the “Credit Facility Agreement”), between the Indiana Bond Bank (the “Bond Bank”) and the Bank, in connection with the issuance by the Bond Bank of its Advance Funding Program Notes, Series 2016 A (the “Notes”), as follows:

1. The Bank understands that the Bond Bank is relying on the representations contained in this Certificate for the purpose of, among other things, executing the Tax and Arbitrage Certificate of the Bond Bank delivered on this date in connection with the issuance of the Notes, calculating the yield on the Notes and filing the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G);

2. The obligation of the Bank to pay under the Credit Facility Agreement is an irrevocable line of credit and imposes a secondary liability that unconditionally shifts substantially all of the credit risks with respect to the principal of and interest on a portion of the Notes;

3. The Bank is not a co-obligor upon the Notes and does not expect that it will be called upon to make any payment under the Credit Facility Agreement;

4. The fees paid and to be paid to the Bank do not exceed a reasonable, arm’s-length charge for the transfer of credit risk (in determining whether such charge is “reasonable,” there shall be taken into account payments charged by providers of similar instruments in comparable transactions);

5. The fee of \$49,485.08 to be paid by the Bond Bank to the Bank in accordance with the Credit Facility Agreement constitutes the Bank’s charge for the transfer of credit risk;

6. The fees set forth in Section 5 hereof do not include any payment for any direct or indirect services other than the transfer of credit risk;

7. Except for the fees paid and to be paid pursuant to the Credit Facility Agreement, the Bank (and any person related to the Bank) will not use any portion of the Note proceeds (except to the extent the Bank may receive Note proceeds by virtue of the Bank’s status as a secured party under the Indenture after the Bank honors a request for payment in order to repay the outstanding principal of and interest on the Notes); and

8. The Bond Bank is not entitled to a refund in excess of the unearned portion of the payments under the Credit Facility Agreement in the event a Note is retired before its maturity.

Dated: January 28, 2016.

JPMORGAN CHASE BANK, N.A.

By: 

David C. Chan, Authorized Officer

EXHIBIT D

CERTIFICATE OF THE UNDERWRITER REGARDING THE CREDIT ENHANCEMENT

The undersigned, J.P. Morgan Securities LLC, as underwriter (the “Underwriter”) pursuant to the Note Purchase Contract, dated January 20, 2016 (the “Purchase Contract”), between the Indiana Bond Bank (the “Bond Bank”) and the Underwriter, hereby certifies in connection with the issuance by the Bond Bank of its Advance Funding Program Notes, Series 2016 A (the “Notes”), as follows:

1. The Underwriter has investigated certain aspects of the issuance of the Notes and has made certain recommendations to the Bond Bank regarding the structuring for and marketing of the Notes.

2. The Underwriter understands that the Bond Bank is relying on the representations contained in this Certificate for the purpose of, among other things, executing the Tax and Arbitrage Certificate of the Bond Bank delivered on this date in connection with the issuance of the Notes, calculating the yield on the Notes and filing the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G).

3. Based upon our evaluation of market factors as of this date (the “Issue Date”) and similar obligations being offered in the market with and without a credit facility, it is our reasonable judgment that the Credit Facility and Reimbursement Agreement, dated as of January 1, 2016 (the “Credit Facility Agreement”), between the Bond Bank and JPMorgan Chase Bank, N.A. (the “Provider”), was necessary and required for the securing of the “SP-1” rating from Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. (the “Rating”), with respect to the Notes, that the effect of the Rating was a meaningful reduction in the interest rate on the Notes from what would have been obtained had there not been the Credit Facility Agreement, that the fees to be paid in connection with the Credit Facility Agreement are attributable to costs for the transfer of credit risk (as established by the terms of the Certificate of the Bank Regarding the Credit Enhancement, dated the Issue Date) and represent a reasonable arm’s-length charge for the transfer of credit risk, taking into account fees charged by guarantors in comparable transactions.

4. The present value of the aggregate of the fees to be paid to the Provider will be less than the present value of the interest expected to be saved on the Notes, and without the Credit Facility Agreement, the interest rate on the Notes to the date of expiration of the Credit Facility Agreement would be correspondingly higher so that the present value of such additional interest would exceed the present value of the aggregate of such Credit Facility Agreement fees.

Dated: January 28, 2016.

J.P. MORGAN SECURITIES LLC

By: 

Printed: Don E. Wilbon

Title: Managing Director

EXHIBIT E

TAX COMPLIANCE PROCEDURES

Adopted November 15, 2011

(attached)

INDIANA BOND BANK

TAX COMPLIANCE PROCEDURES

The following procedures (the "Procedures") are adopted by the Indiana Bond Bank (the "Issuer") to ensure that any obligations issued by the Issuer, the interest on which is excludable from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or any obligations issued by the Issuer, which provide for federal payments to the Issuer or federal tax credits to the holders of such obligations (any such obligations, the "Bonds"), satisfy and will continue to satisfy all requirements of the Code and the regulations thereunder (the "Regulations").

The Procedures supplement, but do not replace, any other procedures of the Issuer. The Procedures may be supplemented or amended at any time and from time to time by the Issuer, with the advice of nationally recognized bond counsel, but without any notice to or consent from any trustee, bondholder or other person. Noncompliance with the Procedures is permitted, with the advice of nationally recognized bond counsel, but without any notice to or consent from any trustee, bondholder or other person, if (1) compliance would impose unreasonable burdens on the Issuer and (2) noncompliance would not cause any Bonds to fail to satisfy all requirements of the Code and the Regulations.

Compliance with the Procedures may be effected by either (1) compliance by the Issuer with the Procedures or (2) compliance by any Qualified Entity (as defined in Indiana Code 5-1.5-1-8, as amended), which has issued Qualified Obligations (which has the same meaning as "securities," as defined in Indiana Code 5-1.5-1-10, as amended) that are acquired with the proceeds of any Bonds, with procedures similar to the Procedures.

General

1. The Executive Director of the Issuer (the "Compliance Officer") shall be primarily responsible for monitoring compliance with the Code and the Regulations.
2. The Compliance Officer may delegate any such responsibility to any officer, employee, attorney or agent of the Issuer, if such officer's, employee's, attorney's or agent's discharge of such responsibility is under the supervision of the Compliance Officer.
3. The Compliance Officer and any such officers, employees, attorneys or agents shall be provided training and educational resources necessary to ensure compliance with the Code and the Regulations.

Issuance

4. Upon the issuance of any Bonds, the Compliance Officer shall obtain, review and retain a copy of any tax or arbitrage certificates or agreements of (a) the Issuer, with respect to the Bonds, or (b) the Qualified Entity, with respect to any Qualified Obligations acquired with the proceeds of such Bonds.

5. The Compliance Officer shall cause an Internal Revenue Service Information Return (e.g., Form 8038, 8038-G, 8038-B) for any Bonds and any Qualified Obligations acquired with the proceeds of such Bonds, if required (collectively, the "Information Returns"), to be filed with the Internal Revenue Service not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued.

Post-Issuance

6. The Compliance Officer shall monitor the yield on the investment of Bond proceeds (including compliance with any yield restrictions or temporary periods).

7. The Compliance Officer shall monitor the timely expenditure of Bond proceeds.

8. The Compliance Officer shall monitor the proper use of Bond proceeds and any facilities financed thereby.

9. The Compliance Officer shall, on or before each anniversary of the date of issuance of any Bonds, determine whether the Issuer has paid all amounts required to be rebated to the United States under Section 148(f) of the Code and Section 1.148-3 of the Regulations.

10. The Compliance Officer shall, on or before each anniversary of the date of issuance of any Bonds, determine whether the Issuer has made all yield reduction payments required to be made to the United States under Section 1.148-5(c) of the Regulations.

11. The Compliance Officer shall monitor the investment, expenditure and use of Bond proceeds to ensure timely identification of any violations of federal tax requirements and timely correction of any identified violations through remedial actions described in Section 1.141-12 of the Regulations or through the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31.

12. On or before the date of issuance of any Bonds, the proceeds of which will be used to acquire Qualified Obligations to be issued by a Qualified Entity, the Issuer shall enter into an agreement with such Qualified Entity that requires the Qualified Entity to monitor, or shall ensure that the Qualified Entity certifies that the Qualified Entity will monitor:

(a) the yield on the investment of proceeds of the Qualified Obligations (including compliance with any yield restrictions or temporary periods);

(b) the timely expenditure of the proceeds of the Qualified Obligations;

(c) the proper use of the proceeds of the Qualified Obligations and any facilities financed thereby; and

(d) the investment, expenditure and use of proceeds of the Qualified Obligations to ensure timely identification of any violations of federal tax requirements and timely correction of any identified violations through remedial actions described in Section 1.141-12 of the Regulations or through the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31.

13. On or before the date of issuance of any Bonds, the proceeds of which will be used to acquire Qualified Obligations to be issued by a Qualified Entity, the Issuer shall enter into an agreement with such Qualified Entity that requires the Qualified Entity to determine, or shall ensure that the Qualified Entity certifies that the Qualified Entity will determine, on or before each anniversary of the date of issuance of such Qualified Obligations:

(a) whether the Qualified Entity has paid all amounts required to be rebated to the United States under Section 148(f) of the Code and Section 1.148-3 of the Regulations; and

(b) whether the Qualified Entity has made all yield reduction payments required to be made to the United States under Section 1.148-5(c) of the Regulations

14. On or before the date of issuance of any Bonds, the proceeds of which will be used to acquire Qualified Obligations to be issued by a Qualified Entity, the Issuer shall enter into an agreement with such Qualified Entity that requires the Qualified Entity to provide, or shall ensure that the Qualified Entity certifies that the Qualified Entity will provide, on or before each anniversary of the date of issuance of such Qualified Obligations, to the Issuer, a report as to:

(a) whether the Qualified Entity has paid all amounts required to be rebated to the United States under Section 148(f) of the Code and Section 1.148-3 of the Regulations;

(b) whether the Qualified Entity has made all yield reduction payments required to be made to the United States under Section 1.148-5(c) of the Regulations; and

(c) whether the Qualified Entity has identified any violations of federal tax requirements with respect to the expenditure and use of proceeds of the Qualified Obligations and timely corrected any identified violations through remedial actions described in Section 1.141-12 of the Regulations or through the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31.

Governmental and Qualified 501(c)(3) Bonds

15. The Compliance Officer shall monitor the use of Bond proceeds, and any facilities financed thereby, to ensure that not more than five percent of Bond proceeds, or any facilities financed thereby, are:

(a) owned by any nongovernmental person;

(b) leased to any nongovernmental person;

(c) subject to any management, service or incentive payment contract with any nongovernmental person, under which such nongovernmental person provides services involving all, any portion or any function of such facilities, unless such contract satisfies the conditions under which it would not result in private business use set forth in Revenue Procedure 97-13 (1997-1 C.B. 623), as amended from time to time;

(d) subject to any agreement by any nongovernmental person to sponsor research, unless such agreement satisfies the conditions under which it would not result in private business use set forth in Revenue Procedure 2007-47 (2007-29 I.R.B. 108), as amended from time to time; or

(e) subject to any other arrangement that conveys special legal entitlements for beneficial use thereof that are comparable to special legal entitlements described in subsection (a), (b), (c) or (d) above.

16. On or before the date of issuance of any Bonds, the proceeds of which will be used to acquire Qualified Obligations to be issued by a Qualified Entity, the Issuer shall enter into an agreement with such Qualified Entity that requires the Qualified Entity to monitor, or shall ensure that the Qualified Entity certifies that the Qualified Entity will monitor, the use of the proceeds of such Qualified Obligations, and any facilities financed thereby, to ensure that not more than five percent of the proceeds of the Qualified Obligations, or any facilities financed thereby, are:

(a) owned by any nongovernmental person;

(b) leased to any nongovernmental person;

(c) subject to any management, service or incentive payment contract with any nongovernmental person, under which such nongovernmental person provides services involving all, any portion or any function of such facilities, unless such contract satisfies the conditions under which it would not result in private business use set forth in Revenue Procedure 97-13 (1997-1 C.B. 623), as amended from time to time;

(d) subject to any agreement by any nongovernmental person to sponsor research, unless such agreement satisfies the conditions under which it would not result in private business use set forth in Revenue Procedure 2007-47 (2007-29 I.R.B. 108), as amended from time to time; or

(e) subject to any other arrangement that conveys special legal entitlements for beneficial use thereof that are comparable to special legal entitlements described in subsection (a), (b), (c) or (d) above.

Record Retention

17. The following documents shall be maintained, on paper or by electronic means (e.g., CD, disks, tapes), for the life of any Bonds, plus six years:

(a) tax certificates;

(b) information returns;

(c) audited financial statements;

- (d) Bond transcripts, official statements, other offering documents and the transcripts of any Qualified Obligation acquired with the proceeds of the Bonds;
- (e) minutes and resolutions authorizing the issuance of the Bonds;
- (f) *certifications of the issue price of the Bonds*;
- (g) any formal elections for the Bonds;
- (h) appraisals, demand surveys or feasibility studies for Bond-financed property;
- (i) documents related to government grants associated with construction, renovation or purchase of Bond-financed facilities;
- (j) publications, brochures and newspaper articles related to the Bonds;
- (k) trustee statements or statements of the registrar or paying agent for the Bonds;
- (l) correspondence (letters, e-mails, faxes, etc.) for the Bonds;
- (m) reports of any IRS examinations of the Issuer, the Bonds or any Qualified Obligations acquired with the proceeds of the Bonds;
- (n) documentation of allocations of investments and investment earnings to the Bonds;
- (o) documentation for investments of the Bond proceeds related to:
 - (i) investment contracts (*e.g.*, guaranteed investment contracts);
 - (ii) credit enhancement transactions (*e.g.*, bond insurance contracts);
 - (iii) financial derivatives (*swaps, caps, etc.*); and
 - (iv) bidding of financial products;
- (p) The following arbitrage-related documents for the Bonds or any Qualified Obligations acquired with the proceeds of the Bonds:
 - (i) computations of bond yield;
 - (ii) computation of rebate and yield reduction payments;
 - (iii) Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate; and
 - (iv) Form 8038-R, Request for Recovery of Overpayments Under Arbitrage Rebate Provisions;
- (q) documentation of allocations of Bond proceeds or the proceeds of any Qualified Obligations acquired with the proceeds of the Bonds to expenditures (*e.g.*, allocation of

the proceeds or such Qualified Obligations to expenditures for the construction, renovation or purchase of facilities);

- (r) documentation of allocations of Bond proceeds to issuance costs;
- (s) copies of requisitions, draw schedules, draw requests, invoices, bills and cancelled checks related to Bond proceeds spent during the construction period;
- (t) copies of all contracts entered into for the construction, renovation or purchase of Bond-financed facilities;
- (u) records of expenditure reimbursements incurred prior to issuing the Bonds for facilities financed with Bond proceeds;
- (v) a list or schedule of all Bond-financed facilities or equipment;
- (w) depreciation schedules for Bond-financed depreciable property;
- (x) documentation that tracks the purchase and sale of Bond-financed assets;
- (y) records of all unrelated trade or business activities allocated to Bond-financed facilities (for qualified 501(c)(3) bonds);
- (z) records of trade or business activities by third parties allocated to Bond-financed facilities; and
- (aa) copies of the following agreements when entered into with respect to Bond-financed property:
 - (i) management and other service agreements;
 - (ii) research contracts;
 - (iii) naming rights contracts;
 - (iv) ownership documentation (e.g., deeds, mortgages);
 - (v) leases;
 - (vi) subleases;
 - (vii) leasehold improvement contracts;
 - (viii) joint venture arrangements;
 - (ix) limited liability company arrangements;
 - (x) partnership arrangements; and
 - (xi) take contracts, take or pay contracts or requirements contracts.

IN WITNESS WHEREOF, we have hereunto set our hands as of the date set forth below.

Dated: 11/15, 2011

INDIANA BOND BANK

By: 

Richard E. Mourdock, Chairman Ex Officio

Attest:



Lisa Cottingham, Executive Director,
Indiana Bond Bank

BARNES & THORNBURG LLP

Bradley J. Bingham
(317) 229-3056
bradley.bingham@btlaw.com

11 South Meridian Street
Indianapolis, IN 46204-3535 U.S.A.
(317) 236-1313
Fax (317) 231-7433
www.btlaw.com

January 28, 2016

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Department of the Treasury
Internal Revenue Service
Internal Revenue Service Center
Ogden, UT 84201

Re: Indiana Bond Bank
Advance Funding Program Notes, Series 2016 A

Ladies and Gentlemen:

I have enclosed for filing one (1) original of the IRS Form 8038-G for the above-referenced Notes.

I thank you in advance for your attention to this filing. If you should have any questions, please do not hesitate to contact me.

Very truly yours,


Bradley J. Bingham

Enclosure

DMS LBOX 3457146v1

C
O
P
Y

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Indiana Bond Bank		2 Issuer's employer identification number (EIN) 35 1638269
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Bradley J. Bingham		3b Telephone number of other person shown on 3a (317) 229-3056
4 Number and street (or P.O. box if mail is not delivered to street address) 11 S. Meridian Street	Room/suite	5 Report Number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Indianapolis, Indiana 46204		7 Date of issue January 28, 2016
8 Name of issue Advance Funding Program Notes, Series 2016 A		9 CUSIP number [Insert CUSIP]
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ronald L. Mangus, Executive Director		10b Telephone number of officer or other employee shown on 10a (317) 233-0888

Part II Type of Issue (enter the issue price) See instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶ Purchase tax and revenue anticipation warrant of local governmental entities (See Exhibit A)		18	\$74,373,725.80
19 If obligations are TANs or RANs, check only box 19a	<input checked="" type="checkbox"/>		
If obligations are BANs, check only box 19b	<input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final Maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	January 4, 2017	\$74,373,725.80	\$73,420,000.00	0.9333 years	0.6712%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22 Proceeds used for accrued interest				22	\$0.00
23 Issue price of entire issue (enter amount from line 21, column (b))				23	\$74,373,725.80
24 Proceeds used for bond issuance costs (including underwriters' discount)			\$441,775.00	24	
25 Proceeds used for credit enhancement			\$49,485.08	25	
26 Proceeds allocated to reasonably required reserve or replacement fund			\$0.00	26	
27 Proceeds used to currently refund prior issues			\$34,456,452.51	27	
28 Proceeds used to advance refund prior issues			\$0.00	28	
29 Total (add lines 24 through 28)				29	\$34,947,712.59
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	\$39,426,013.21

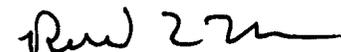
Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	0.000 years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	January 28, 2016
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	January 4, 2016

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	\$0.00
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions).....	36a	\$0.00
	b Enter the final maturity date of the GIC ▶ _____		
	c Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	\$74,060,944.00
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
	b Enter the date of the master pool obligation ▶ _____		
	c Enter the EIN of the issuer of the master pool obligation ▶ _____		
	d Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check box		<input type="checkbox"/>
	b Name of hedge provider ▶ _____		
	c Type of hedge ▶ _____		
	d Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirement under the Code and Regulations (see instructions), check box		<input checked="" type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement		
	b Enter the date the official intent was adopted ▶ _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶  January 28, 2016 ▶ Ronald L. Mangus, Executive Director

Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Bradley J. Bingham		January 28, 2016		P01420894
	Firm's name ▶	Barnes & Thornburg LLP		EIN	35 0900596
	Firm's address ▶	11 S. Meridian Street, Indianapolis, IN 46204		Phone no.	(317) 229-3056

EXHIBIT A TO IRS FORM 8038-G

**INDIANA BOND BANK
ADVANCE FUNDING PROGRAM NOTES, SERIES 2016 A**

18. Purchase the tax anticipation warrants and revenue anticipation warrants of the following local government entities:

<u>Local Government Entity</u>	<u>Employer Identification Number</u>
Attica Consolidated School Corporation	35-1071685
Baugo Community Schools	35-1097956
Beech Grove City Schools	35-6002175
Brownsburg Community School Corporation	35-1072053
Center Grove Community School Corporation	35-1070802
Crawfordsville Community School Corporation	35-1098795
DeKalb County Eastern Community School Corporation	35-1074089
Evansville Vanderburgh School Corporation	35-1071682
Jay County School Corporation	35-1100185
Metropolitan School District of Wabash County	35-6006873
Metropolitan School District of Warren Township, Marion County, Indiana	35-6006000
Monroe Central School Corporation	35-1071180
North Vermillion Community School Corporation	35-6007179
Northwestern Consolidated School District of Shelby County	35-6006424
Plainfield Community School Corporation	35-1073669
Randolph Central School Corporation	35-1072054
Rensselaer Central School Corporation	35-1067971
Richland-Bean Blossom Community School Corporation	35-1088650
School City of Hobart	35-6002466
South Henry School Corporation	35-1077632
Taylor Community School Corporation	35-1096320
Wawasee Community School Corporation	35-1073192
Westfield Washington Schools	35-1097258
City of Beech Grove, Indiana	35-6000949
City of Hobart, Indiana	35-6001058
City of Lawrence, Indiana	35-6005584
City of Marion, Indiana	35-6001102
City of Portage, Indiana	35-6006948
City of Valparaiso, Indiana	35-6001217
Decatur Township of Marion County, Indiana	35-1133727
Penn Township of St. Joseph County, Indiana	35-6003637
Washington Township of Hendricks County, Indiana	35-1586332
Wayne Township of Allen County, Indiana	35-6003935
Brazil Public Library	35-6004646
Elkhart Public Library	35-6001397
Mishawaka-Penn-Harris Public Library	35-6001880
Speedway Public Library	35-1138357

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

JPMorgan Chase Bank, N.A.
Indianapolis, Indiana

J.P. Morgan Securities LLC, as Underwriter
Chicago, Illinois

The Huntington National Bank, as Trustee
Indianapolis, Indiana

Barnes & Thornburg LLP
Indianapolis, Indiana

Re: \$73,420,000 Indiana Bond Bank Advance Funding Program Notes, Series 2016 A
(the "Notes")

Ladies and Gentlemen:

We have acted as special counsel for JPMorgan Chase Bank, N.A. (the "Bank") in connection with its financial accommodations extended to the Indiana Bond Bank (the "Bond Bank"), pursuant to the terms of a Credit Facility and Reimbursement Agreement dated as of January 1, 2016 between the Bond Bank and the Bank (hereafter referred to as the "Credit Facility Agreement").

This opinion is being rendered pursuant to the requirements of the addressees.

We have examined or reviewed the following:

- A. Executed counterparts of the Credit Facility Agreement.
- B. The Articles of Association as amended, and By Laws, as amended, of the Bank, as in effect as of January 1, 2016, and as of the date of this opinion, and a "Certificate of the Officer of the Credit Facility Bank" dated as of January 28, 2016.
- C. The Official Statement dated January 20, 2016 relating to the Notes (the "Official Statement").
- D. Applicable provisions of the laws of the United States of America and the State of Indiana.

Indiana Bond Bank
JPMorgan Chase Bank, N.A.
J.P. Morgan Securities LLC, as Underwriter
The Huntington National Bank, as Trustee
Barnes & Thornburg LLP
January 28, 2016
Page 2

To render this opinion, we have relied as to factual matters on the representations, warranties and other statements made in the foregoing documents or in connection therewith. We have not assumed any responsibility for making any independent investigation or verification of any such factual matters including but not limited to any factual matters stated or represented by the foregoing documents.

Based on the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized and validly existing under the laws of the United States of America.

2. The Bank has full corporate power and authority to execute and deliver, and perform its obligations under the Credit Facility Agreement and to enter into and carry out the transactions contemplated on the Bank's part by such document.

3. The Credit Facility Agreement has been duly authorized, executed and delivered by the Bank and the Credit Facility Agreement is the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except that the binding effect and the enforceability thereof are subject to application of insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally, as such laws may be applied in the event of a bankruptcy, insolvency, reorganization or other similar proceeding of, or moratorium applicable to, the Bank or the Bond Bank, and by the exercise of judicial discretion in the application of general principles of equity.

4. The execution and delivery of the Credit Facility Agreement and the performance by the Bank of its obligations under the Credit Facility Agreement and the consummation of the transactions contemplated on the Bank's part in the Credit Facility Agreement, do not violate any provisions of the Bank's Articles of Association or By Laws, as amended to date, and, to our knowledge, do not violate any indenture, mortgage, deed of trust, guaranty, lease, agreement or other instrument to which the Bank is a party or by which it or any of its properties or assets is bound, and do not and will not conflict with or violate any provisions of any law, administrative rule or regulation, or to our knowledge, any judgment, order or decree to which the Bank or any of its property or assets is subject.

5. To our knowledge, there is no claim, action, temporary restraining order, injunction, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any judicial or administrative court, governmental agency, public board or body, pending or threatened against or affecting the Bank (a) contesting the existence or powers of the Bank or the

Indiana Bond Bank
JPMorgan Chase Bank, N.A.
J.P. Morgan Securities LLC, as Underwriter
The Huntington National Bank, as Trustee
Barnes & Thornburg LLP
January 28, 2016
Page 3

titles of its respective officers to their respective offices, or (b) seeking to prohibit, restrain or enjoin the execution and delivery of the Credit Facility Agreement, or (c) challenging the validity or enforceability of the Credit Facility Agreement or contesting the power and authority of the Bank to execute and deliver or to consummate the transactions contemplated on the Bank's part in such document, or (d) wherein an unfavorable decision, ruling or finding would in any way adversely affect the validity or enforceability of the Credit Facility Agreement (or any other instrument required or contemplated for use in consummating the transactions contemplated on the Bank's part thereby) or the transactions contemplated by such document.

6. No approval, permit, consent, authorization or order of any court or any governmental or public agency, authority or person in the State of Indiana or of the United States of America not already obtained or effected is required with respect to the Bank in connection with the execution and delivery by the Bank of, or the performance by the Bank of its obligations under, the Credit Facility Agreement.

7. To the best of our knowledge, the information concerning the Bank contained in the Official Statement in Appendix D and all other information concerning the Bank in the Official Statement (other than financial or statistical information, as to which we express no opinion) and the information contained in the Official Statement under the heading "SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT" in Appendix E-3 and the summary of the Credit Facility under "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES – Credit Facility," is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were or are made, not misleading. We note, however, that determinations of materiality and omissions involve complex questions of fact and business circumstances which, on a case by case basis, are not subject to certain predictions of legal outcome. In addition, there are inherent limitations on the ability of an attorney to predict future findings on such questions of fact and business circumstances.

We express no opinion as to, but have assumed the binding effect and enforceability of the Credit Facility Agreement against the Bond Bank.

The foregoing opinions are limited to the laws of the State of Indiana and the Federal laws of the United States of America; provided that, in giving the opinions stated in paragraphs 3, 4 and 6, above, we have not considered, nor are we rendering any opinion with respect to, the securities laws of the United States of America or of any State or other jurisdiction. Except for the opinion set forth in paragraph 7 hereof, we express no opinion herein with respect to the Notes, any other agreement or instrument (except the Credit Facility Agreement) executed or delivered

Indiana Bond Bank
JPMorgan Chase Bank, N.A.
J.P. Morgan Securities LLC, as Underwriter
The Huntington National Bank, as Trustee
Barnes & Thornburg LLP
January 28, 2016
Page 4

in connection with the issuance, purchase and distribution of the Notes or any of the transactions contemplated thereby.

This opinion is given as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any facts of circumstances that may hereafter come to our attention or any changes in law which may hereafter occur.

This opinion is intended for the information solely of the parties to whom it is addressed and is not to be quoted in whole or in part or otherwise referred to in any document or to be filed with any other governmental or administrative agency or other person for any purpose without the prior written consent of the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "King DeWalt LLP", written in a cursive style.

Faegre Baker Daniels LLP
300 North Meridian Street ▾ Suite 2700
Indianapolis ▾ Indiana 46204-1750
Phone +1 317 237 0300
Fax +1 317 237 1000

January 28, 2016

J.P. Morgan Securities LLC
Chicago, Illinois

Re: \$73,420,000 Indiana Bond Bank
Advance Funding Program Notes, Series 2016 A

Ladies and Gentlemen:

We have acted as counsel for you, as the Underwriter named in the Note Purchase Contract dated January 20, 2016 (the "Purchase Agreement"), between the Indiana Bond Bank (the "Issuer") and J.P. Morgan Securities LLC (the "Underwriter"), for the purchase by the Underwriter of the Indiana Bond Bank Advance Funding Program Notes, Series 2016 A, in the aggregate principal amount of \$73,420,000 (the "Notes"). The Notes are being issued pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), and the Note Indenture dated as of January 1, 2016, between the Issuer and The Huntington National Bank (the "Indenture"). The Notes are more particularly described in the Official Statement of the Issuer with respect to the Notes, dated January 20, 2016 (together with all of the Appendices thereto, other than Appendices A, C and D thereto, referred to hereinafter as the "Official Statement," and in its preliminary form dated January 12, 2016, referred to hereinafter as the "Preliminary Official Statement").

Based upon our examination of such documents and instruments and our consideration of such questions of law as we have deemed relevant in connection with the rendering of this opinion (and, with respect to the opinion in paragraph 1 below, in reliance upon the opinion of bond counsel), we are of the opinion that:

1. The Notes are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
2. The Continuing Disclosure Agreement dated as of January 1, 2016, between the Issuer and the Trustee, relating to the Notes (the "Continuing Disclosure Agreement") (assuming the due authorization, execution and delivery of the Continuing Disclosure Agreement by the

parties thereto and the enforceability of the Continuing Disclosure Agreement against such parties in accordance with its terms), complies as to form with the requirements of paragraph (b)(5)(i) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

In accordance with the terms of our engagement by you, we have rendered legal advice and assistance to you in connection with the preparation of the Preliminary Official Statement, the Official Statement, the Purchase Agreement and the Continuing Disclosure Agreement. Rendering such legal advice and assistance has involved, among other things, participation in certain meetings (including meetings by conference telephone call) involving, at various times, bond counsel for the Issuer, general counsel for the Issuer, the financial advisor for the Issuer, other officials and representatives of the Issuer and representatives of the Underwriter. Such meetings were held for the principal purpose of preparing and revising any or all of the Indenture, the Preliminary Official Statement, the Official Statement and related documents and instruments, and for conducting discussions and inquiries concerning various legal and related subjects and a limited review of all such documents and instruments. We have not been called upon to examine and we have not attempted to examine any of the financial, technical or statistical data or information contained in the Official Statement, including, without limitation, any such information comprising or contained in any of the Appendices attached thereto.

We have not independently verified the accuracy, completeness or fairness of the statements contained in the Official Statement and take no responsibility therefor. Based upon our participation in the preparation of the Official Statement and our participation in the meetings and conferences referred to above, no information has come to the attention of the attorneys in our firm rendering legal services in connection with such representation which has caused us to believe that the Official Statement contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. We do not, however, express any opinion or belief as to the financial, technical or statistical data or information included or incorporated by reference therein or in any appendices or other attachments thereto, any information relating to the Qualified Entities (as defined in the Official Statement), or any information about book entry or The Depository Trust Company included in the Preliminary Official Statement or the Official Statement or in any appendices or other attachments thereto.

In rendering our opinion, we express no opinion with respect to the Notes or the excludability from gross income or the exemption of interest on the Notes for purposes of federal or state income taxation.

This opinion letter is being furnished by us as counsel to the Underwriter and may be relied upon only by the addressees and only in connection with the transaction contemplated by the Official Statement. This letter may not be used or relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

Faegre Baker Daniels LLP

Faegre Baker Daniels LLP

Opinion Prepared by: Scott E. Peck

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

The Huntington National Bank, as Trustee
Indianapolis, Indiana

J.P. Morgan Securities LLC
Chicago, Illinois

Barnes & Thornburg LLP
Indianapolis, Indiana

JPMorgan Chase Bank, N.A.
Indianapolis, Indiana

Re: Indiana Bond Bank Advance Funding Program Notes, Series 2016 A

Ladies and Gentlemen:

We have acted as special counsel to the Indiana Bond Bank (the “Issuer”) in connection with the authorization and issuance of the above-referenced notes (the “Notes”) issued pursuant to the Note Indenture dated as of January 1, 2016 (the “Indenture”), between the Issuer and The Huntington National Bank, as trustee (the “Trustee”). This opinion letter is provided to you pursuant to Section 8(h)(vi) of the Note Purchase Contract dated January 20, 2016 (the “Note Purchase Contract”), between the Issuer and J.P. Morgan Securities LLC. For purposes of our opinion, and in our capacity as special counsel to the Issuer, we advise you that we have examined and are familiar with: (a) certified copies of the resolution of the Board of Directors of the Issuer dated October 13, 2015, approving and authorizing the execution of (i) the Indenture; (ii) the Warrant Purchase Agreements (collectively, the “Warrant Purchase Agreements”) between the Issuer and the qualified entities (the “Qualified Entities”) identified in Appendix B to the Indenture; (iii) the Note Purchase Contract; (iv) the Credit Facility and Reimbursement Agreement dated as of January 1, 2016, between JPMorgan Chase Bank, N.A., and the Issuer (the “Credit Agreement”); (v) the preliminary official statement relating to the Notes dated January 12, 2016 (the “Preliminary Official Statement”); (vi) the official statement relating to the Notes dated January 20, 2016 (the “Official Statement”); (vii) the Continuing Disclosure Agreement dated as of January 1, 2016, between the Issuer and the Trustee (the “Disclosure Agreement”); and (viii) the Notes (the Indenture, the Warrant Purchase Agreements, the Note Purchase Contract, the Credit Agreement and the Disclosure Agreement are hereinafter collectively referred to as the “Note Documents”); (b) the General Certificate of the Issuer dated the date hereof (the “General Certificate”) showing execution, authentication and delivery of the Notes and no litigation pending as of the date hereof; and (c) such other documents, instruments and certificates of public officials, officers and representatives of the Issuer and others as we have deemed necessary or appropriate to render the opinions hereinafter expressed.

Indiana Bond Bank
J.P. Morgan Securities LLC
JPMorgan Chase Bank, N.A.
The Huntington National Bank, as Trustee
Barnes & Thornburg LLP
January 28, 2016
Page 2

We have assumed the following, without making any factual, legal or other inquiry or investigation, and without expressing any opinion or stating any conclusion with respect thereto: (a) the Issuer holds the requisite right, title or interest in or to any property involved in the transaction contemplated by the Note Documents and the Official Statement (such transaction, the "Transaction"); (b) each party to the Transaction (other than the Issuer) has satisfied those legal requirements that are applicable to it to the extent necessary to make the Note Documents enforceable against it; (c) each party to the Transaction (other than the Issuer) has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Note Documents against the Issuer; (d) each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine; (e) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (f) the conduct of the parties to the Transaction has complied with any requirement of good faith and fair dealing; (g) the parties to the Transaction have acted in good faith and without notice of any defense against the enforcement of any rights created by, or adverse claim to any property or security interest transferred or created as part of, the Transaction; (h) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Note Documents and the Official Statement; (i) all parties to the Transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Note Documents; (j) each of the Note Documents has been delivered for valuable consideration actually received; and (k) routine procedural requirements, such as service of process, will be satisfied by any party seeking to enforce any Note Document.

When any opinion set forth below is given "to our knowledge," "to the best of our knowledge" or with reference to matters, of which we are aware or which are known to us, or with a similar qualification, that knowledge or awareness means only the conscious awareness of facts or other information by only the following lawyers, without our undertaking (1) to make inquiry of other lawyers in the firm, (2) to make any search of this firm's files or records or (3) to make any other investigation within the firm: (a) the lawyer in this firm who signs this opinion; or (b) any lawyer in this firm who has active involvement in negotiating any Note Document, preparing any Note Document or preparing this opinion.

As to various questions of fact relevant to this opinion letter, we have made no independent investigation of the accuracy, completeness or fairness of such factual matters, but have relied instead upon certifications, representations and warranties made by or on behalf of the Issuer in the Note Documents, the General Certificate, the Tax and Arbitrage Certificate of the Issuer dated the date hereof and the Official Statement, and upon other certifications, representations, and warranties of officers or representatives of the Issuer and others.

Based upon and subject to the foregoing and the other terms and conditions hereof, we are of the opinion that, under existing law:

1. The Issuer is duly organized and validly existing under the provisions of Indiana Code 5-1.5, as amended and supplemented, with the corporate power to execute and deliver the Note Documents, the Official Statement and the Notes and to perform its obligations under the Note Documents and the Notes.

2. The Note Documents and the Official Statement, and the performance of the Issuer's obligations under the Note Documents, have been duly authorized, and such documents have been duly executed and delivered by the Issuer and each of the Note Documents constitutes a valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms.

3. The Notes have been duly authorized, sold, executed and delivered by the Issuer, and are valid and binding limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms.

4. The execution and delivery by the Issuer of the Note Documents, the Official Statement and the Notes and the compliance by the Issuer with the provisions of the Note Documents and the Notes will not breach or result in a default under any existing constitutional provisions, law, administrative regulation or, to the best of our knowledge, any judgment, decree or order of any court to which the Issuer is a party.

5. To the best of our knowledge and in reliance upon the representations of officers of the Issuer, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, pending or threatened against the Issuer (i) wherein an unfavorable decision, ruling or finding would in any material respect adversely affect the enforceability of the transactions contemplated by the Note Documents, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Notes or the pledge or collection by the Issuer of the Trust Estate (as defined in the Indenture) or the making of any other required deposits with respect to the Notes, (iii) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge the Trust Estate or to pay debt service on the Notes, or (v) contesting the status of the interest on the Notes as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement.

6. Based upon our participation as special counsel for the Issuer in the preparation of the Official Statement, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to our attention which would lead us to believe that the Official Statement (excluding information relating to the Qualified Entities and information contained under the captions "DESCRIPTION OF THE NOTES-Book-Entry-Only System," "THE NOTES AS LEGAL INVESTMENTS," "TAX MATTERS," "AMORTIZABLE BOND PREMIUM," "UNDERWRITING" or "CONTINUING DISCLOSURE-Bond Bank Compliance with Previous Undertakings" or in any Appendices to the Official Statement) as of its date contained, or as of the date hereof contains, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no view is expressed with respect to any financial, technical or statistical information or any of the financial information contained in the Official Statement.

7. All resolutions and actions of the Issuer relating to the above-mentioned documents and all related proceedings of the Issuer comply with all rules and regulations of the Issuer and all approvals or other actions required to be obtained or taken by the Issuer under the laws of the State of Indiana have been obtained or taken as required. To the best of our knowledge and in reliance upon the representations of the officers of the Issuer, none of the proceedings had or actions taken with regard to any of the aforementioned documents or the sale of the Notes has or have been repealed, rescinded, modified or revoked.

8. All actions of the Board of Directors of the Issuer referred to in the transcript of which this opinion is a part were taken at meetings open to the general public which complied in all respects with Indiana Code 5-14-1.5, as amended. No such actions were taken by secret ballot or by reference to agenda number or item number only. If an agenda was used, it was available to the general public and posted at the entrance to the location of the meetings prior to such meetings.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) the enforceability of such document or instrument may be limited by public policy; and (iv) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that in our opinion the unenforceability of those provisions would not, subject to other qualifications set forth herein, affect the validity of

Indiana Bond Bank
J.P. Morgan Securities LLC
JPMorgan Chase Bank, N.A.
The Huntington National Bank, as Trustee
Barnes & Thornburg LLP
January 28, 2016
Page 5

such document or instrument or prevent the practical realization of the benefits thereof. The opinions expressed herein are confined solely to the present laws of the State and applicable federal securities laws.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

This opinion may be relied upon by only you and only in connection with the issuance of the Notes, and may not be used or relied upon by you for any other purpose or by any other person for any other purpose whatsoever, without in each instance our prior written consent.

Very truly yours,

A handwritten signature in cursive script that reads "Hall, Render, Killian, Heath & Lyman P.C.".

HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C.

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Re: Indiana Bond Bank
Advance Funding Program Notes, Series 2016 A

Ladies and Gentlemen:

We have acted as bond counsel to the Indiana Bond Bank (the "Issuer") in connection with the issuance by the Issuer of its Advance Funding Program Notes, Series 2016 A, dated January 28, 2016 (the "Notes"), in the aggregate principal amount of \$73,420,000, pursuant to Indiana Code 5-1.5, as amended, and the Note Indenture, dated as of January 1, 2016 (the "Indenture"), between the Issuer and The Huntington National Bank, as trustee. In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer contained in the Indenture, the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the Qualified Entities (as defined in the Indenture) and others, including, without limitation, certifications contained in the tax and arbitrage certificate of the Issuer, dated the date hereof, and the tax and arbitrage certificates of each of the Qualified Entities, dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the legal opinion of Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, special counsel to the Issuer, dated the date hereof, as to the matters stated therein. We have relied upon the report of Crowe Horwath LLP, Indianapolis, Indiana, independent certified public accountants, dated the date hereof, as to the matters stated therein.

Based on the foregoing, we are of the opinion that, under existing law:

1. The Issuer is a body corporate and politic, validly existing under the laws of the State of Indiana (the "State"), with the corporate power to enter into the Indenture and perform its obligations thereunder and to issue the Notes.
2. The Notes have been duly authorized, executed and delivered by the Issuer and are valid and binding limited obligations of the Issuer, enforceable in accordance with their terms. The Notes are payable solely from the Trust Estate (as defined in the Indenture).

3. The Indenture has been duly authorized, executed and delivered by the Issuer and is a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

4. Under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"), interest on the Notes is excludable from gross income for federal income tax purposes. The opinion set forth in the preceding sentence is subject to the condition that each of the Issuer and the Qualified Entities comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. Each of the Issuer and the Qualified Entities has covenanted or represented that it will comply with such requirements. Failure to comply with certain of such requirements may cause interest on the Notes to become included in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

5. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

6. Interest on the Notes is exempt from income taxation in the State for all purposes, except the State financial institutions tax.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement, dated January 20, 2016, or any other offering material relating to the Notes.

We express no opinion regarding any tax consequences arising with respect to the Notes, other than as expressly set forth herein.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) the enforceability of such document or instrument may be limited by public policy; and (iv) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that, in our opinion, the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

Barnes + Thornburg LLP

January 28, 2016

J.P. Morgan Securities LLC, as Underwriter
Chicago, Illinois

JPMorgan Chase Bank, National Association
Indianapolis, Indiana

The Huntington National Bank, as Trustee
Indianapolis, Indiana

Re: Indiana Bond Bank
Advance Funding Program Notes, Series 2016 A

Ladies and Gentlemen:

You are authorized to rely on our opinion, dated the date hereof, addressed solely to the Indiana Bond Bank in connection with the issuance of the referenced Notes, to the same extent as if you were a named addressee.

Very truly yours,

Barnes + Thornburg LLP

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

J.P. Morgan Securities LLC, as Underwriter
Chicago, Illinois

Re: Indiana Bond Bank
Advance Funding Program Notes, Series 2016 A

Ladies and Gentlemen:

We have acted as bond counsel to the Indiana Bond Bank (the “Issuer”) in connection with the issuance by the Issuer of its Advance Funding Program Notes, Series 2016 A, dated January 28, 2016 (the “Notes”), in the aggregate principal amount of \$73,420,000, pursuant to Indiana Code 5-1.5, as amended (the “Act”), the Note Indenture, dated as of January 1, 2016 (the “Indenture”), between the Issuer and The Huntington National Bank, as trustee, and the Note Purchase Contract, dated January 20, 2016 (the “Note Purchase Contract”), between the Issuer and J.P. Morgan Securities LLC, as underwriter (the “Underwriter”).

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer contained in the Indenture and the Note Purchase Contract and the Qualified Entities (as defined in the Indenture) contained in their respective Warrant Purchase Agreements (as defined in the Indenture), the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the Qualified Entities and others, including, without limitation, certifications contained in the tax and arbitrage certificate of the Issuer, dated the date hereof, and the tax and arbitrage certificates of each of the Qualified Entities, dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the legal opinion of Hall, Render, Killian, Heath & Lyman, P.C., Indianapolis, Indiana, special counsel to the Issuer, dated the date hereof, as to the matters stated therein. We have relied upon the report of Crowe Horwath LLP, Indianapolis, Indiana, independent certified public accountants, dated the date hereof, as to the matters stated therein.

The law covered by the opinions expressed herein is limited to the federal law of the United States of America and the law of the State of Indiana, and we disclaim any opinion concerning the law of any other jurisdiction.

Based solely upon the foregoing, we are of the opinion that, under existing law:

1. The Notes are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

2. The statements contained in the Official Statement, dated January 20, 2016 (the "Official Statement"), under the captions "INTRODUCTION" (other than the information under the subcaptions "The Bond Bank" and "The Official Statement; Additional Information"), "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES" (other than the information under the subcaptions "Provisions for Payment of the Warrants," "Enforcement of Warrants" (excepting the first paragraph thereof) and "Credit Facility"), "DESCRIPTION OF THE NOTES" (other than the information under the subcaption "Book-Entry-Only System"), "REVENUES, FUNDS AND ACCOUNTS," "OPERATION OF FUNDS AND ACCOUNTS" and "AMORTIZABLE BOND PREMIUM" and in Appendices B-1, C and E-1, to the extent such statements purport to summarize certain provisions of the Act, the Notes and the Indenture and amortizable bond premium with respect to the Notes, present, in all material respects, an accurate summary of such provisions.

3. The statements contained in the Official Statement under the caption "TAX MATTERS," to the extent such statements purport to summarize certain provisions of our legal opinion described in Appendix C to the Official Statement, present, in all material respects, an accurate summary of such provisions.

We are not passing upon and do not assume responsibility for, and have not been engaged or undertaken to verify independently, the accuracy, completeness or fairness of any statements contained in the Official Statement (except to the extent expressly set forth in paragraphs 2 and 3 of this opinion). However, certain lawyers in this firm have reviewed certain documents and have participated in certain conferences, in which the contents of the Official Statement and related matters were discussed. Based solely upon such review and participation, during the course of our work on this matter, nothing has come to our attention that causes us to believe that the Official Statement, as of the date thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, except that no view is hereby expressed with respect to: (a) any economic, financial, operational, technical or statistical information contained in the Official Statement; (b) any forecasts, projections, estimates, assumptions or expressions of opinion contained in the Official Statement; (c) any financial statements contained in the Official Statement; (d) any information incorporated or included by reference in the Official Statement; or (e) any information contained under the caption "DESCRIPTION OF THE NOTES -- Book-Entry-Only System," "UNDERWRITING" or

“CONTINUING DISCLOSURE -- Bond Bank Compliance with Previous Undertakings” of, or in Appendix A or D to, the Official Statement.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors’ rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) any provision of such document or instrument, which purports to release, exculpate or exempt any person from any liability or to require indemnification of or contribution to any person for any liability, may be unenforceable; (iv) the enforceability of such document or instrument may be limited by public policy; and (v) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that, in our opinion, the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

This opinion may be relied upon by only you and only in connection with the Underwriter’s purchase of the Notes and may not be used or relied upon by you for any other purpose or by any other person for any purpose whatsoever, without, in each instance, our prior written consent.

Very truly yours,

Barnes + Thornburg LLP

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

City of Beech Grove, Indiana,
Beech Grove, Indiana

Re: City of Beech Grove, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Beech Grove, Indiana (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to an ordinance adopted and approved by the Issuer’s Common Council and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

CITY OF BEECH GROVE, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

General Fund: \$550,000.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$899,038.00 maturing on December 30, 2016;

Police Pension Fund: \$15,278.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$15,278.00 maturing on December 30, 2016;

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

City of Marion, Indiana,
Marion, Indiana

Re: City of Marion, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Marion, Indiana (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to an ordinance adopted and approved by the Issuer's Common Council and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

CITY OF MARION, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

General Fund: \$87,052.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$4,932,143.00 maturing on December 30, 2016;

Parks and Recreation Fund: \$120,074.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$185,424.00 maturing on December 30, 2016;

Aviation/Airport Fund: \$42,763.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$80,496.00 maturing on December 30, 2016;

Motor Vehicle Highway Fund: \$180,024.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$180,024.00 maturing on December 30, 2016;

City Debt Service Fund: \$54,238.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$54,238.00 maturing on December 30, 2016;

Park Bond Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$90,874.00 maturing on December 30, 2016; and

Cumulative Capital Development Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$84,913.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Brazil Public Library,
Brazil, Indiana

Re: Brazil Public Library
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Brazil Public Library (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted and approved by the Issuer's Library Board of Trustees and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

BRAZIL PUBLIC LIBRARY
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Operating Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$108,210 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

City of Hobart, Indiana,
Hobart, Indiana

Re: City of Hobart, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Hobart, Indiana (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to an ordinance adopted and approved by the Issuer’s Common Council and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

CITY OF HOBART, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

General Fund: \$1,429,055 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$4,615,056 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

City of Valparaiso, Indiana,
Valparaiso, Indiana

Re: City of Valparaiso, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Valparaiso, Indiana (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to an ordinance adopted and approved by the Issuer’s Common Council and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

CITY OF VALPARAISO, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Special Fire Protection Territory General Fund: \$275,745 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$2,232,954 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Center Grove Community School Corporation
Greenwood, Indiana

Re: Center Grove Community School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Center Grove Community School Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

CENTER GROVE COMMUNITY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,768,986 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$731,585 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

City of Lawrence, Indiana,
Lawrence, Indiana

Re: City of Lawrence, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Lawrence, Indiana (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to an ordinance adopted and approved by the Issuer's Common Council and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

CITY OF LAWRENCE, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

General Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$2,380,410 maturing on December 30, 2016;

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Dekalb County Eastern Community School District
Butler, Indiana

Re: Dekalb County Eastern Community School District
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Dekalb County Eastern Community School District (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued

with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

**DEKALB COUNTY EASTERN COMMUNITY SCHOOL DISTRICT
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A**

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$34,383 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$487,724 maturing on December 30, 2016;

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$240,384 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,002,642 maturing on December 30, 2016;

Bus Replacement Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$6,905 maturing on December 30, 2016;

Debt Service Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,198,400 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Elkhart Public Library,
Elkhart, Indiana

Re: Elkhart Public Library
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Elkhart Public Library (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted and approved by the Issuer’s Library Board of Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

ELKHART PUBLIC LIBRARY
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Operating Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$322,922 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Jay County School Corporation
Portland, Indiana

Re: Jay County School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Jay County School Corporation (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer's Board of School Trustees and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Boise McKinney & Evans LLP

JAY COUNTY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,100,000 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Monroe Central School Corporation
Parker City, Indiana

Re: Monroe Central School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Monroe Central School Corporation (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer's Board of School Trustees and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued

with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

MONROE CENTRAL SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$86,511 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$230,657 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$66,985 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$266,531 maturing on December 30, 2016.

Bus Replacement Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$31,261 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$58,987 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Evansville Vanderburgh School Corporation
Evansville, Indiana

Re: Evansville Vanderburgh School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Evansville Vanderburgh School Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

EVANSVILLE VANDERBURGH SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,485,605 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$3,423,496 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Mishawaka-Penn-Harris Public Library,
Speedway, Indiana

Re: Mishawaka-Penn-Harris Public Library
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Mishawaka-Penn-Harris Public Library (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted and approved by the Issuer's Library Board of Trustees and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Operating Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$362,659 maturing on December 30, 2016.

Bond and Interest Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$53,838 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Metropolitan School District of Wabash County
Wabash, Indiana

Re: Metropolitan School District of Wabash County
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Metropolitan School District of Wabash County (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

METROPOLITAN SCHOOL DISTRICT OF WABASH COUNTY
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$721,133 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$122,053 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Metropolitan School District of Warren Township, Marion County, Indiana
Indianapolis, Indiana

Re: Metropolitan School District of Warren Township, Marion County, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Metropolitan School District of Warren Township, Marion County, Indiana (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer's Board of Education and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued

with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

**METROPOLITAN SCHOOL DISTRICT OF WARREN TOWNSHIP,
MARION COUNTY, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A**

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,434,138 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$486,596 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$2,310,882 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Northwestern Consolidated School District of Shelby County
Fairland, Indiana

Re: Northwestern Consolidated School District of Shelby County
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Northwestern Consolidated School District of Shelby County (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer's Board of School Trustees and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued

with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

**NORTHWESTERN CONSOLIDATED SCHOOL DISTRICT OF SHELBY COUNTY
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A**

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$67,041 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$417,152 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$159,833 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Plainfield Community School Corporation
Plainfield, Indiana

Re: Plainfield Community School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Plainfield Community School Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

PLAINFIELD COMMUNITY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$222,724 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,588,647 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$353,705 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

North Vermillion Community School Corporation
Butler, Indiana

Re: North Vermillion Community School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by North Vermillion Community School Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues or state tuition support revenue with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has

reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

A handwritten signature in cursive script that reads "Bose McKinney & Evans LLP". The signature is written in dark ink and is positioned to the right of the typed name "Very truly yours,".

NORTH VERMILLION COMMUNITY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$85,950 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$85,950 maturing on December 30, 2016;

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$332,479 maturing on December 30, 2016;

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Penn Township of St. Joseph County, Indiana,
Mishawaka, Indiana

Re: Penn Township of St. Joseph County, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Penn Township of St. Joseph County, Indiana (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted and approved by the Issuer's Township Board and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

**PENN TOWNSHIP OF ST. JOSEPH COUNTY, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A**

Firefighting Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$524,707 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Randolph Central School Corporation
Parker City, Indiana

Re: Randolph Central School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Randolph Central School Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

RANDOLPH CENTRAL SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$315,435 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$256,208 maturing on December 30, 2016.

Pension Debt Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$3,201 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Rensselaer Central Schools Corporation
Rensselaer, Indiana

Re: Rensselaer Central Schools Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Rensselaer Central Schools Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

RENSSELAER CENTRAL SCHOOLS CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$189,726 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Speedway Public Library,
Speedway, Indiana

Re: Speedway Public Library
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Speedway Public Library (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted and approved by the Issuer’s Library Board of Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

SPEEDWAY PUBLIC LIBRARY
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Operating Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$152,069 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Wawasee Community School Corporation
Syracuse, Indiana

Re: Wawasee Community School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016
Temporary Loan Revenue Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Wawasee Community School Corporation (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Property Tax Warrants") and/or its Temporary Loan Revenue Anticipation Warrants, Series 2016 (the "Tuition Support Warrants"), each originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A (collectively, the "Warrants"). The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer's Board of School Trustees and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest on the Property Tax Warrants payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund") and the principal of and interest on the Tuition Support Warrants

are payable out of state tuition support revenue estimated to be received in the General Fund on or before December 31, 2016 (but after the last business day of June 2016). A sufficient amount of the tax revenues or state tuition support revenue with respect to each Fund or the General Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans

WAWASEE COMMUNITY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
TEMPORARY LOAN REVENUE ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

General Fund [for Warrants issued in anticipation of the receipt of current state tuition support revenue for such Fund estimated to be received on or before December 31, 2016 (but after the last business day of June 2016)]: \$960,758 maturing on December 30, 2016;

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$403,392 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

South Henry School Corporation
Straughn, Indiana

Re: South Henry School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by South Henry School Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

SOUTH HENRY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$41,588 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$191,072 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Taylor Community School Corporation
Kokomo, Indiana

Re: Taylor Community School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Taylor Community School Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Boose McKinney & Evans LLP

TAYLOR COMMUNITY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$109,633 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$109,633 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$26,820 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$121,717 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Attica Consolidated School Corporation
Attica, Indiana

Re: Attica Consolidated School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Attica Consolidated School Corporation (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer's Board of School Trustees and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued

with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

ATTICA CONSOLIDATED SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$87,478.00 maturing on December 30, 2016.

Debt Service Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$212,980.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Baugo Community Schools
Elkhart, Indiana

Re: Baugo Community Schools
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Baugo Community Schools (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

BAUGO COMMUNITY SCHOOLS
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$437,285.00 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$20,821.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$311,994.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Brownsburg Community School Corporation
Brownsburg, Indiana

Re: Brownsburg Community School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Brownsburg Community School Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

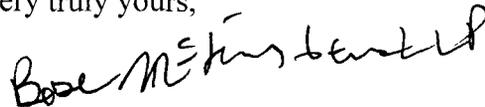
2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,



BROWNSBURG COMMUNITY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Debt Service Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$5,078,622.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Crawfordsville Community School Corporation
Crawfordsville, Indiana

Re: Crawfordsville Community School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Crawfordsville Community School Corporation (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer’s Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose M. King

CRAWFORDSVILLE COMMUNITY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

Debt Service Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$706,087.00 maturing on December 30, 2016.

School Pension Debt Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$113,724.00 maturing on December 30, 2016.

Referendum Debt Fund-Exempt Capital-Post 2009 [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$349,178.00 maturing on December 30, 2016.

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$251,184.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$309,516.00 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$171,022.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$275,531.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Richland-Bean Blossom Community School Corporation,
Ellettsville, Indiana

Re: Richland-Bean Blossom Community School Corporation
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Richland-Bean Blossom Community School Corporation (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer's Board of School Trustees and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued

with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

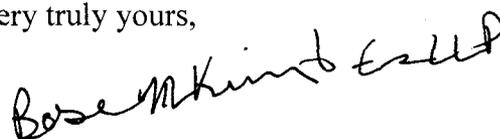
2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

A handwritten signature in black ink that reads "Bose McKinney Evans LLP". The signature is written in a cursive, flowing style.

**RICHLAND-BEAN BLOSSOM COMMUNITY SCHOOL CORPORATION
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016**

SCHEDULE A

Debt Service Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,592,258.00 maturing on December 30, 2016;

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$344,388.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$355,317.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Westfield Washington Schools,
Westfield, Indiana

Re: Westfield Washington Schools
Temporary Loan Tax Anticipation Warrants, Series 2016
Temporary Loan Revenue Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Westfield Washington Schools (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Property Tax Warrants") and/or its Temporary Loan Revenue Anticipation Warrants, Series 2016 (the "Tuition Support Warrants"), each originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A (collectively, the "Warrants"). The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer's Board of School Trustees and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest on the Property Tax Warrants payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund") and the principal of and interest on the Tuition Support Warrants

are payable out of state tuition support revenue estimated to be received in the General Fund on or before December 31, 2016 (but after the last business day of June 2016). A sufficient amount of the tax revenues or state tuition support revenue with respect to each Fund or the General Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

WESTFIELD WASHINGTON SCHOOLS
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
TEMPORARY LOAN REVENUE ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

General Fund [for Warrants issued in anticipation of the receipt of current state tuition support revenue for such Fund estimated to be received on or before December 31, 2016 (but after the last business day of June 2016)]: \$732,893.00 maturing on December 30, 2016;

Referendum Fund-Exempt Operating-Post 2009 [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$692,638.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$2,073,872.00 maturing on December 30, 2016.

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$331,749.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$331,749.00 maturing on December 30, 2016.

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$238,691.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$238,691.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

City of Beech Grove, Indiana,
Beech Grove, Indiana

Re: City of Beech Grove, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Beech Grove, Indiana (the "Issuer"), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to an ordinance adopted and approved by the Issuer's Common Council and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

CITY OF BEECH GROVE, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

General Fund: \$550,000.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$899,038.00 maturing on December 30, 2016;

Police Pension Fund: \$15,278.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$15,278.00 maturing on December 30, 2016;

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

City of Portage, Indiana,
Portage, Indiana

Re: City of Portage, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Portage, Indiana (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to an ordinance adopted and approved by the Issuer’s Common Council and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

CITY OF PORTAGE, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A

General Fund: \$1,051,766.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$3,379,854.00 maturing on December 30, 2016;

Parks and Recreation Fund: \$115,375.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$323,708.00 maturing on December 30, 2016;

Employee Medical Benefits Fund: \$952,206.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,009,762.00 maturing on December 30, 2016; and

Motor Vehicle Highway Fund: \$352,616.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$441,506.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Decatur Township of Marion County, Indiana
Indianapolis, Indiana

Re: Decatur Township of Marion County, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Decatur Township of Marion County, Indiana (the "Issuer") of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted and approved by the Issuer's Township Board and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

**DECATUR TOWNSHIP OF MARION COUNTY, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A**

Fire Fund: \$193,079.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$2,048,248.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Washington Township of Hendricks County, Indiana
Avon, Indiana

Re: Washington Township of Hendricks County, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Washington Township of Hendricks County, Indiana (the "Issuer") of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted and approved by the Issuer's Township Board and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

**WASHINGTON TOWNSHIP OF HENDRICKS COUNTY, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A**

Fire Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$1,200,000.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

Wayne Township of Allen County, Indiana
Fort Wayne, Indiana

Re: Wayne Township of Allen County, Indiana
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Wayne Township of Allen County, Indiana (the "Issuer") of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the "Warrants"), originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted and approved by the Issuer's Township Board and are being sold to the Indiana Bond Bank (the "Bond Bank") pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the "Agreement").

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the "Fund"). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued with respect to such Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

**WAYNE TOWNSHIP OF ALLEN COUNTY, INDIANA
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016
SCHEDULE A**

Township Assistance Fund: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$922,365.00 maturing on December 30, 2016.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

January 28, 2016

Indiana Bond Bank
Indianapolis, Indiana

School City of Hobart,
Hobart, Indiana

Re: School City of Hobart
Temporary Loan Tax Anticipation Warrants, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by School City of Hobart (the “Issuer”), of its Temporary Loan Tax Anticipation Warrants, Series 2016 (the “Warrants”) originally dated as of the date first above written, maturing on the identified date, in the identified principal amounts and for the respective identified funds as set forth on the attached Schedule A. The Warrants have been authorized and issued pursuant to a resolution adopted by the Issuer’s Board of School Trustees and are being sold to the Indiana Bond Bank (the “Bond Bank”) pursuant to a Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2015 (the “Agreement”).

We have examined the law and such certified proceedings and other certificates, instruments, and documents as we have deemed necessary or appropriate for purposes of rendering this opinion.

As to questions of fact material to our opinion, we have relied, without undertaking to verify the same by independent investigation, upon representations and certifications of public officials and others contained in the certified proceedings and other certificates, instruments, and documents furnished to us.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Warrants are valid and binding obligations of the Issuer, with the principal of and interest thereon payable out of taxes heretofore levied upon all taxable property of the Issuer and currently in the course of collection for each respective above-referenced fund (the “Fund”). A sufficient amount of the tax revenues with respect to each Fund has been legally pledged and appropriated by the Issuer to pay when due the principal of and interest on the Warrants issued

with respect to such Fund. In addition, the Issuer has reserved the right to pay interest on the Warrants from funds available for that purpose in the Issuer's Debt Service Fund.

2. The Agreement has been duly authorized, executed, and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The interest on the Warrants is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), from gross income for federal income tax purposes and the Warrants are not "private activity bonds" under Section 141 of the Code. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Warrants in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Warrants to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Warrants. We express no opinion regarding any other federal tax consequences arising with respect to the Warrants.

4. The interest on the Warrants is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Warrants and the enforceability of the Warrants and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Bose McKinney & Evans LLP

SCHOOL CITY OF HOBART
TEMPORARY LOAN TAX ANTICIPATION WARRANTS, SERIES 2016

SCHEDULE A

Debt Service Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$395,911.00 maturing on December 30, 2016;

Capital Projects Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$524,747.00 maturing on December 30, 2016;

Transportation Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2015 and in the course of collection in 2016]: \$0.00 maturing on June 30, 2016 (or if applicable by the terms of any Warrant, the First Settlement Payment Due Date) and \$405,517.00 maturing on December 30, 2016.