

ORDINANCE NO. 47-15 (Second Amended)

AN ORDINANCE OF THE CITY OF WEST LAFAYETTE, INDIANA, AUTHORIZING THE ISSUANCE OF THE CITY OF WEST LAFAYETTE, INDIANA, TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2016 (STATE STREET REDEVELOPMENT PROJECT), AND CREDITING THE PROCEEDS THEREOF TO WEST LAFAYETTE COMMUNITY DEVELOPMENT CORPORATION, AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of West Lafayette, Indiana (the “City”), is a political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the “Act”), is authorized and empowered to adopt this ordinance (the “Bond Ordinance”) and to carry out its provisions; and

WHEREAS, West Lafayette Community Development Corporation, or an affiliate thereof (the “Borrower”), desires to finance all or a portion of the proposed redevelopment of State Street (formerly State Route 26) from the Wabash River through the City of West Lafayette’s downtown and Purdue University’s campus to U.S. 231 on the west (the “Project”), which will be located in the Levee/Village Redevelopment Area and the 231 Purdue Economic Development Area (collectively, the “Area”), created by the West Lafayette Redevelopment Commission in the City (the “Redevelopment Commission”), which Project the Borrower anticipates leasing to the Redevelopment Commission; and

WHEREAS, the Borrower has advised the West Lafayette Economic Development Commission (the “Economic Development Commission”) and the City that it proposes that the City issue its Taxable Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project), in one or more series (with an appropriate series designation for each series), in an aggregate principal amount not to exceed Seventy-Eight Million Dollars (\$78,000,000) (the “Bonds”), with the first series of bonds to be in an aggregate principal amount not to exceed Seventy-Three Million Dollars (\$73,000,000) under the Act and credit the proceeds of such Bonds to the Borrower for the purpose of financing the Project; and

WHEREAS, the completion of the Project results in the diversification of industry, the creation or retention of jobs and the creation or retention of business opportunities in the City; and

WHEREAS, pursuant to I.C. § 36-7-12-24, the Economic Development Commission published notice of a public hearing (the “Public Hearing”) on the proposed issuance of the Bonds to finance the Project; and

WHEREAS, on December 7, 2015, the Economic Development Commission held the Public Hearing on the Project; and

WHEREAS, the Economic Development Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of a Trust Indenture, Deposit Agreement, Note, Financing Agreement and other financing documents (collectively, the “Financing Agreements”).

NOW, THEREFORE, BE IT ORDAINED by the City of West Lafayette Common Council as follows:

Section 1. Findings; Public Benefits. The Common Council hereby finds and determines that the Project involves the acquisition, construction, renovation and equipping of an “economic development facility” as that phrase is used in the Act; that the Project will increase or retain employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, in tending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of the Project by the issuance of the Bonds under the Act: (i) will be of benefit to the health and general welfare of the City; and (ii) complies with the Act.

Section 2. Approval of Financing. The proposed financing of the Project by the issuance of the Bonds under the Act, in the form that such financing was approved by the Economic Development Commission, is hereby approved.

Section 3. Authorization of the Bonds. The issuance of the Bonds, payable solely from revenues and receipts derived from the Financing Agreements, is hereby authorized; *provided that* any additional series of Bonds issued hereunder require an additional ordinance by this Common Council approving the issuance of such additional series.

Section 4. Terms of the Bonds. (a) The Bonds, in the aggregate principal amount not to exceed Seventy-Eight Million Dollars (\$78,000,000), with the first series not exceeding Seventy-Three Million Dollars (\$73,000,000) shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk of the City; (ii) be dated as of the date of their delivery; (iii) mature on a date not later than twenty-five (25) years after the date of issuance; (iv) bear interest at such rates as determined through negotiation with the purchaser thereof, with such interest payable as provided in the Financing Agreements; (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Financing Agreements; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office as provided in the Financing Agreements; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the Financing Agreements.

(b) The Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the Financing Agreements. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

Section 5. Sale of the Bonds. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the Bonds to a purchaser or purchasers selected by such officers at such prices and on such terms as may be determined at the time of sale.

Section 6. Execution and Delivery of Financing Agreements. The Mayor and the Clerk of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Promissory Note from the Borrower to the City, the Indenture, the Deposit Agreement, the Financing Agreement, and the Bonds, submitted to the Common Council, which are hereby approved in all respects.

Section 7. Changes in Financing Agreements. The Mayor and the Clerk of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Economic Development Commission, to approve such changes in the Financing Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof.

Section 8. General. The Mayor and the Clerk of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or any of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

Section 9. Binding Effect. The provisions of this Bond Ordinance and the Financing Agreement securing the Bonds shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

Section 10. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-2-6.

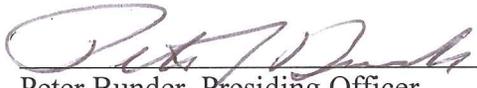
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INTRODUCED ON FIRST READING ON THE 7 DAY OF December, 2015.

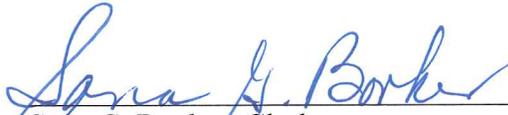
MOTION TO ADOPT MADE BY COUNCILOR Keen, AND SECONDED BY COUNCILOR DeBoer.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE 4 DAY OF January, 2016, HAVING BEEN PASSED BY A VOTE OF 8 IN FAVOR AND 0 OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bunder	✓			
DeBoer	✓			
Dietrich	✓			
Jha	✓			
Keen	✓			
Leverenz	✓			
Sanders			✓	
Thomas	✓			
Wang	✓			

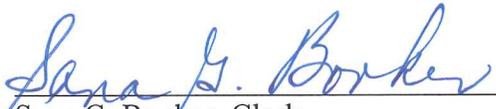

Peter Bunder, Presiding Officer

Attest:

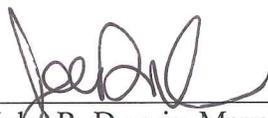

Sana G. Booker, Clerk



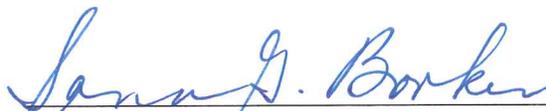
PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE 6 DAY OF January, 2016.


Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE 7 DAY OF January, 2016.


John R. Dennis, Mayor

Attest:


Sana G. Booker, Clerk



TRUST INDENTURE

BETWEEN

CITY OF WEST LAFAYETTE, INDIANA

AND

THE HUNTINGTON NATIONAL BANK,

As Trustee

\$78,000,000

**CITY OF WEST LAFAYETTE, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2016
(STATE STREET REDEVELOPMENT PROJECT)**

Dated as of _____, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINITIONS	7
Section 1.1. Terms Defined	7
Section 1.2. Rules of Interpretation	10
Section 1.3. Exhibits	10
ARTICLE II. THE BONDS.....	12
Section 2.1. Authorized Amount of Series 2016 Bonds	12
Section 2.2. Issuance of Series 2016 Bonds	12
Section 2.3. Payment on Bonds	12
Section 2.4. Execution; Limited Obligation	13
Section 2.5. Authentication.....	13
Section 2.6. Form of Bonds	14
Section 2.7. Delivery of Series 2016 Bonds	14
Section 2.8. Mutilated, Lost, Stolen, or Destroyed Bonds.....	15
Section 2.9. Registration and Exchange of Series 2016 Bonds; Persons Treated as Owners.....	15
ARTICLE III. APPLICATION OF OTHER CITY FUNDS.....	16
ARTICLE IV. REVENUE AND FUNDS	17
Section 4.1. Source of Payment of Bonds.....	17
Section 4.2. Bond Fund.....	17
Section 4.3. Sublease Rental Payments	17
Section 4.4. Debt Service Reserve Fund.....	17
Section 4.5. Trust Funds	18
Section 4.6. Investment.....	18
ARTICLE V. REDEMPTION OF SERIES 2016 BONDS BEFORE MATURITY.....	19
Section 5.1. Redemption Dates and Prices	19
Section 5.2. Notice of Redemption	19
Section 5.3. Cancellation	19
Section 5.4. Redemption Payments	19
Section 5.5. Partial Redemption of Bonds	20
ARTICLE VI. GENERAL COVENANTS.....	21
Section 6.1. Payment of Principal and Interest	21
Section 6.2. Performance of Covenants	21
Section 6.3. Ownership; Instruments of Further Assurance	22
Section 6.4. Filing of Indenture, Agreement and Security Instruments.....	22
Section 6.5. Inspection of Books	22
Section 6.6. List of Bondholders.....	22
Section 6.7. Rights Under Agreement	22
Section 6.8. Investment of Funds.....	23

Section 6.9.	Non-presentment of Bonds	23
Section 6.10.	Direction of Bondholders.....	23
ARTICLE VII.DEFAULTS AND REMEDIES		24
Section 7.1.	Events of Default	24
Section 7.2.	Acceleration	24
Section 7.3.	Remedies; Rights of Bondholders	24
Section 7.4.	Right of Bondholders to Direct Proceedings	25
Section 7.5.	Application of Moneys	25
Section 7.6.	Remedies Vested In Trustee	26
Section 7.7.	Rights and Remedies of Bondholders.....	26
Section 7.8.	Termination of Proceedings.....	27
Section 7.9.	Waivers of Events of Default.....	27
ARTICLE VIII.THE TRUSTEE AND PAYING AGENT		29
Section 8.1.	Acceptance of the Trusts.....	29
Section 8.2.	Fees, Charges and Expenses of Trustee and Paying Agent	31
Section 8.3.	Notice to Bondholders if Default Occurs.....	31
Section 8.4.	Intervention by Trustee	31
Section 8.5.	Successor Trustee.....	32
Section 8.6.	Resignation by the Trustee.....	32
Section 8.7.	Removal of the Trustee	32
Section 8.8.	Appointment of Successor Trustee by the Bondholders; Temporary Trustee	32
Section 8.9.	Concerning Any Successor Trustees	32
Section 8.10.	Trustee Protected in Relying Upon Resolutions, Etc.....	33
Section 8.11.	Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent	33
ARTICLE IX.SUPPLEMENTAL INDENTURES		34
Section 9.1.	Supplemental Indentures Not Requiring Consent of Bondholders.....	34
Section 9.2.	Supplemental Indentures Requiring Consent of Bondholders.....	34
ARTICLE X.AMENDMENTS TO THE FINANCING AGREEMENT		36
Section 10.1.	Amendments, etc., to Agreement Not Requiring Consent of Bondholders..	36
Section 10.2.	Amendments, etc. to Agreement Requiring Consent of Bondholders.....	36
Section 10.3.	No Amendment May Alter Notes	36
ARTICLE XI.MISCELLANEOUS		37
Section 11.1.	Satisfaction and Discharge.....	37
Section 11.2.	Defeasance of Bonds.....	37
Section 11.3.	Cancellation of Series 2016 Bonds.....	38
Section 11.4.	Application of Trust Money.....	38
Section 11.5.	Consents, etc., of Bondholders	38
Section 11.6.	Limitation of Rights	39
Section 11.7.	Severability	39
Section 11.8.	Notices	40

Section 11.9.	Counterparts	40
Section 11.10.	Applicable Law	40
Section 11.11.	Immunity of Officers and Directors.....	40
Section 11.12.	Holidays	40
Section 11.13.	Waiver by Bondholder of Rights under the Note or Notes.....	40

TRUST INDENTURE

THIS TRUST INDENTURE dated as of the ____ day of _____, 2016, by and between the CITY OF WEST LAFAYETTE, INDIANA (“Issuer”), a municipal corporation duly organized and existing under the laws of the State of Indiana and THE HUNTINGTON NATIONAL BANK, a state banking association with a designated corporate trust office in the City of Indianapolis, Indiana, as Trustee (“Trustee”).

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9, 12, 14 and 25 (collectively, “Act”), authorize and empower the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the Issuer has approved West Lafayette Community Development Corporation (the “WLCDC”), to proceed with the construction of the State Street Redevelopment Project, as described in Exhibit A attached hereto (the “Project”) in the jurisdiction of the Issuer by offering to issue its Taxable Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project) in the aggregate principal amount of \$78,000,000 (“Series 2016 Bonds”) pursuant to this Trust Indenture and to credit the proceeds thereof to the WLCDC pursuant to the Financing Agreement between the Issuer and the WLCDC, dated as of _____, 2016 (“Financing Agreement”) for the purpose of enabling it to construct the Project; and

WHEREAS, the execution and delivery of this Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1-4, the Issuer held a public hearing, and upon finding that the Project and the proposed financing thereof will create additional employment opportunities in the City of West Lafayette; will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, the execution and delivery of this Trust Indenture (“Indenture”), and the issuance of the Series 2016 Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer; and

WHEREAS, the Financing Agreement provides for the WLCDC’s repayment obligation to be evidenced by the WLCDC’s Note, Series 2016 (“Series 2016 Note”) in substantially the form attached thereto as “Exhibit B” to the Financing Agreement; and

WHEREAS, pursuant to this Indenture, the Issuer will endorse the Series 2016 Note without recourse and assign certain of its rights under the Financing Agreement as security for the Series 2016 Bonds which are payable solely and only out of the payments to be made by the WLCDC with respect to the Series 2016 Note and any other Notes issued under the Financing

Agreement, together with funds on deposit in the Debt Service Reserve Fund established under this Indenture; and

WHEREAS, the Series 2016 Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Series 2016 Bond)
R - __

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF TIPPECANOE

CITY OF WEST LAFAYETTE, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND, SERIES 2016
(STATE STREET REDEVELOPMENT PROJECT)

	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>DATE</u>	<u>AUTHENTICATION</u> <u>DATE</u>
	As Set Forth in <u>Exhibit A</u>	_____, 2016	_____, 2016
REGISTERED OWNER:	INTERLOCAL COOPERATION BOARD OF THE CITY OF WEST LAFAYETTE, INDIANA AND THE TRUSTEES OF PURDUE UNIVERSITY		
PRINCIPAL AMOUNT:	SEVENTY-EIGHT MILLION DOLLARS (\$78,000,000)		

The City of West Lafayette, Indiana ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments on the Series 2016 Note, together with funds on deposit in the Debt Service Reserve Fund established under the Indenture (as defined below), the Principal Amount set forth above, unless this Series 2016 Bond shall have previously been called for redemption and payment of the redemption price made or provided for or unless payments shall be accelerated as provided in the Indenture, and to pay interest thereon until the Principal Amount shall be fully paid at a rate per annum equal to 4.75%. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal installments on the Series 2016 Bonds shall be payable (solely from the sources set forth herein) as set forth in Schedule A hereto.

Interest on this bond shall be payable from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month immediately preceding the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____, 20__, in which case it shall bear interest from the Original Date, which interest is payable semiannually on each Interest Payment Date. "Interest Payment Date" on the Series 2016 Bonds means February 1 and August 1 of each year, beginning _____, 20__. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal and premium, if any, of this Series 2016 Bond are payable at the office of The Huntington National Bank, as Trustee, in the City of Indianapolis, Indiana, or at the principal office of any successor trustee or paying agent, or, if payment is made to a depository, by wire transfer of immediately available funds on the payment date. All payments of interest hereon will be made by the Trustee by check mailed on each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date, or, if payment is made to a depository, by wire transfer of immediately available funds on the Interest Payment Date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the

next succeeding business day. The Trustee shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time).

This Series 2016 Bond is one of the Issuer's Taxable Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project) (hereinbefore and hereinafter the "Series 2016 Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount not to exceed \$78,000,000. The Series 2016 Bonds are being issued for the purpose of providing a funding mechanism to finance the construction of the State Street Redevelopment Project ("Project") located in or directly serving and benefiting the Levee/Village Redevelopment Area and the 231 Purdue Economic Development Area in the City of West Lafayette, Indiana, to be constructed by the oversight of the West Lafayette Community Development Corporation ("WLCDC"), by crediting such funds to the WLCDC pursuant to the Financing Agreement dated as of _____, 2016 ("Financing Agreement") between the WLCDC and the Issuer which prescribes the terms and conditions under which the WLCDC shall repay such financing and pursuant to which the WLCDC will execute and deliver to the Issuer its Note, Series 2016 ("Series 2016 Note") in a principal amount equal to the principal amount of such Series 2016 Bonds in order to evidence such agreement.

The Series 2016 Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____, 2016 ("Indenture") duly executed and delivered by the Issuer to The Huntington National Bank, as Trustee (the term "Trustee" where used herein referring to the Trustee or its successors), pursuant to which Indenture, the TIF 1 Revenues and TIF 2 Revenues (each as defined in the Indenture) and the Series 2016 Note and all rights of the Issuer under the Financing Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the Financing Agreement, are pledged and assigned by the Issuer to the Trustee as security for the Series 2016 Bonds.

The Series 2016 Bonds are issuable in registered form without coupons in the denominations of \$100,000 and any \$.01 integral multiples thereof. The sale or transfer of this Series 2016 Bond in principal amounts of less than \$100,000 is prohibited to an entity that is not an accredited investor other than through a primary offering. This Series 2016 Bond is transferable by the registered Bondholder hereof in person or by its attorney duly authorized in writing at the designated office of the Trustee, but only in the manner, subject to the limitations and without charge by the Issuer or the Trustee, and upon surrender and cancellation of this Series 2016 Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

If sufficient funds are on deposit in the Bond Fund pursuant to Sections 4.1 and 4.2 of the Financing Agreement, the Series 2016 Bonds shall be subject to redemption prior to maturity at the option of the Issuer at the direction of the WLCDC on any date, upon ten (10) days' notice, in whole or in part in such order of maturity as the Issuer shall direct and by lot within maturities on any date, from any moneys made available for that purpose, at face value and without premium, plus in each case accrued interest to the date fixed for redemption.

If any of the Series 2016 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2016 Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than ten (10) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2016 Bonds to be redeemed at the address shown on the registration books.

All Series 2016 Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Series 2016 Bond is transferable by the Registered Owner hereof at the principal corporate trust office of the Trustee upon surrender and cancellation of this Series 2016 Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 2016 Bond or Series 2016 Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

The Series 2016 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of

the faith and credit of the Issuer. The Series 2016 Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of funds and accounts held under the Indenture, the Sublease Rental Payments and payments to be made on the Series 2016 Note issued under the Financing Agreement pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on this Series 2016 Bond. The Series 2016 Bonds do not grant Bondholders any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Series 2016 Bonds. No covenant or agreement contained in the Series 2016 Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the West Lafayette Economic Development Commission ("Commission") or the WLCDC or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the WLCDC, or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Commission, the WLCDC, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, Commission, the WLCDC, or the Issuer executing the Series 2016 Bonds shall be liable personally on the Series 2016 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2016 Bonds.

The Bondholder of this Series 2016 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If and only if directed by the Bondholder, in certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The Redevelopment Commission's obligation to pay Sublease Rental Payments shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Series 2016 Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2016 Bond have been duly authorized by the Issuer.

This Series 2016 Bond 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 duly executed by the Trustee.

IN WITNESS WHEREOF, the City of West Lafayette, Indiana, in Tippecanoe County, has caused this Series 2016 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk all as of _____, 2016.

CITY OF WEST LAFAYETTE, INDIANA

By: _____
Mayor

(SEAL)

Attest:

Clerk

trust hereby created, and of the purchase and acceptance of the Bonds by the Bondholders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described (“Trust Estate”):

GRANTING CLAUSE

DIVISION I

The Series 2016 Note, which has been endorsed by the Issuer to the order of the Trustee and pledged by the Issuer to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby;

DIVISION II

All right, title and interest of the Issuer in and to the Sublease Rental Payments (such pledge to be effective as set forth in IC 5-1-14-4 without filing or recording of this Indenture or any other instrument), the Financing Agreement (except the rights reserved to the Issuer) and all moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

DIVISION III

All right, title and interest of the WLCDC in the payments under the Sublease from the Redevelopment Commission to the WLCDC;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the Bondholders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the Bondholders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

“231 Purdue Economic Development Allocation Area” means the allocation area generating Tax Increment in the 231 Purdue Economic Development Area.

“Additional Bonds” shall have the meaning assigned in Section 2.8 of this Indenture.

“Annual Fees” means annual Trustee Fees and any other ongoing fees relating to payment of debt service on the Series 2016 Bonds.

“Area” means, together, the Levee/Village Redevelopment Allocation Area and the 231 Purdue Economic Development Allocation Area as such allocation areas may be expanded from time to time.

“Authorized Representative” means any officer of the WLCDC.

“Bond Counsel” means Barnes & Thornburg LLP.

“Bondholder” or “owner of a Bond” or any similar term means the owner of a Bond.

“Bonds” means any Bonds issued pursuant to this Indenture, including the Series 2016 Bonds.

“Business Day” means a day on which the office of the Trustee is open for business.

“Closing Day” shall be the calendar day on which there is execution of the Financing Agreement, Note, Trust Indenture, Waiver and related documents.

“Event of Default” means those events of default specified in and defined by Section 7.1 hereof (unless waived by the Bondholder).

“Financing Agreement” means the Financing Agreement, dated as of _____, 2016, between the WLCDC and the Issuer and all amendments and supplements thereto.

“Indenture” means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

“Initial Purchaser” means Interlocal Cooperation Board of the City of West Lafayette, Indiana and the Trustees of Purdue University.

“Interest Payment Date” on the Series 2016 Bonds means February 1 and August 1 of each year, beginning _____, 20__.

“Interest Period” has the meaning set forth in the form of Series 2016 Bond set forth in the recitals to this Indenture.

“Issuer” means the City of West Lafayette, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Financing Agreement and the Indenture.

“Levee/Village Redevelopment Allocation Area” means the allocation area generating Tax Increment in the Levee/Village Redevelopment Area.

“Note” or “Notes” means the Series 2016 Note, and any notes issued in exchange therefor pursuant to Section 3.7 of the Financing Agreement.

“Opinion of Counsel” shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the WLCDC and who shall be satisfactory to the Requisite Bondholders in its reasonable discretion.

“Outstanding” or “Bonds outstanding” means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.9.

“Paying Agent” means The Huntington National Bank, Indianapolis, Indiana, and any successor paying agent or co-paying agent.

“Pledge Resolution” means Resolution No. _____ of the Redevelopment Commission pledging TIF 1 Revenues and TIF 2 Revenues and the Special Benefits Tax to the Sublease.

“Qualified Investments” shall have the meaning assigned in the Financing Agreement.

“Record Date” means the fifteenth day of the month immediately preceding any Interest Payment Date.

“Redevelopment Commission” means the City of West Lafayette Redevelopment Commission.

“Requisite Bondholders” means a majority of the bondholders, but shall be limited to the Interlocal Cooperation Board of the City of West Lafayette, Indiana and the Trustees of Purdue University.

“Sale of Series 2016 Bonds” shall mean the sale by the Issuer of the Series 2016 Bonds.

“Series 2016 Bonds” means the City of West Lafayette, Indiana, Taxable Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project) in the aggregate principal amount not to exceed \$78,000,000, with the first series of bond in the aggregate principal amount not to exceed \$73,000,000.

“Series 2016 Note” shall have the meaning assigned in the Financing Agreement.

“Special Benefits Tax Revenues” means revenues from the levy of an ad valorem tax on all taxable property in the West Lafayette Redevelopment District, which is coterminous with the City of West Lafayette, and which the Redevelopment Commission has agreed in the Sublease to levy to the extent that TIF 1 Revenues are insufficient for the payment of the Sublease Rental Payments as set forth in the Sublease.

“Sublease” means the sublease from the WLCDC to the Redevelopment Commission, dated _____, 20__, as amended on the date hereof.

“Sublease Rental Payments” means all payments to be made by the Redevelopment Commission to the WLCDC pursuant to the Sublease, together with the proceeds of any rental interruption insurance available to the WLCDC.

“Surety Bond” means _____.

“Tax Increment” means real property tax proceeds attributable to the assessed valuation within the Area as of each January 1 in excess of the base assessed value; provided, however, that such term shall not include proceeds from the sale or lease of property in the Area.

“TIF 1 Revenues” means Tax Increment received by the Redevelopment Commission pledged to the Issuer pursuant to Resolution No. 2015-__ adopted by the Redevelopment Commission on _____, 2015 consisting of Tax Increment generated from the Levee/Village Redevelopment Allocation Area.

“TIF 2 Revenues” means Tax Increment received by the Redevelopment Commission pledged to the Issuer pursuant to Resolution No. 2015-__ adopted by the Redevelopment Commission on _____, 2015 consisting of Tax Increment generated from the 231 Purdue Economic Development Allocation Area.

“Trust Estate” means the funds and accounts, Series 2016 Notes, Sublease Rental Payments and other assets described in the Granting Clauses of this Indenture.

“Trustee” means The Huntington National Bank, with a designated trust office in Indianapolis, Indiana, the party of the second part hereto, and any successor trustee or co-trustee.

“WLCDC” means West Lafayette Community Development Corporation, an Indiana non-profit corporation.

Section 1.2. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) “This Indenture” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Financing Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Description of Project.

Exhibit B: Principal Installment Dates and Amounts

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Series 2016 Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The Series 2016 Bonds may be issued in one or more series, with the initial series of Series 2016 Bonds not to exceed \$73,000,000 of the authorized par amount of \$78,000,000.

Section 2.2. Issuance of Series 2016 Bonds. The Series 2016 Bonds shall be designated “City of West Lafayette, Indiana, Taxable Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project).” The Series 2016 Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of \$100,000 and any \$.01 integral multiples thereafter and shall be lettered and numbered R-1 and upward. Interest on the Series 2016 Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date next preceding the date of payment of such defaulted interest. Payment of interest to all Bondholders shall be by check drawn on the main office of the Paying Agent and mailed to such Bondholder on each Interest Payment Date. The Special Record Date shall be the date established by the Trustee for the payment of defaulted interest. The Series 2016 Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360 day year consisting of twelve 30-day months. The interest on the Series 2016 Bonds shall be payable on each Interest Payment Date.

The Series 2016 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, *provided, however* that if, as shown by the records of the Trustee, interest on the Series 2016 Bonds shall be in default, Series 2016 Bonds issued in exchange for Series 2016 Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2016 Bonds or, if no interest has been paid on the Series 2016 Bonds, from the date of issuance and delivery of the Series 2016 Bonds. Series 2016 Bonds authenticated on or prior to _____, 20__ shall bear interest from the date of delivery of the Series 2016 Bonds.

The entire unpaid principal amount of the Series 2016 Bonds shall mature on _____, 20__, and shall bear interest at a per annum rate equal to ____%. Principal of the Series 2016 Bonds shall be payable on the dates and in the amounts set forth in Exhibit B hereto.

Section 2.3. Payment on Bonds. The principal of and interest on the Series 2016 Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The final payments on the Series 2016 Bonds shall be payable at the designated corporate trust office of

the Trustee (or as otherwise directed by the Bondholder). All other payments on the Series 2016 Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Series 2016 Bonds by check mailed to the Registered Owner thereof as shown on the registration books of the Trustee. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day.

Section 2.4. Execution; Limited Obligation. The Series 2016 Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of its Controller and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Series 2016 Bonds. If any officer whose signature or facsimile signature shall appear on the Series 2016 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Series 2016 Bonds, and the interest payable thereon do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Series 2016 Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of funds and accounts held under the Indenture, the Sublease Rental Payments and payments to be made on the Notes issued under the Financing Agreement pledged and assigned for their payment in accordance with the Indenture (“Trust Estate”). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on the Series 2016 Bond. The Series 2016 Bonds do not grant the owners or Bondholders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Series 2016 Bonds. No covenant or agreement contained in the Series 2016 Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the West Lafayette Economic Development Commission (“Commission”), the WLCDC, or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the WLCDC or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Commission, the WLCDC, nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer executing the Series 2016 Bonds shall be liable personally on the Series 2016 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2016 Bonds.

Section 2.5. Authentication. No Series 2016 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Series 2016 Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any

such Bond shall be conclusive evidence that such Series 2016 Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Series 2016 Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Series 2016 Bonds issued hereunder.

Section 2.6. Form of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee.

Section 2.7. Delivery of Series 2016 Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the first Series 2016 Bonds in the aggregate principal amount not to exceed \$73,000,000. The Trustee shall authenticate such Bonds and deliver them to the purchasers thereof upon receipt of:

- (i) A copy, duly certified by the Clerk of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Financing Agreement and this Indenture and the issuance of the Series 2016 Bonds;
- (ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the resolution adopted and approved by the Redevelopment Commission pledging the TIF Revenues and the Special Benefits Tax Revenues to the payment of the Sublease;
- (iii) Executed counterparts of the Financing Agreement, the Indenture and the Sublease;
- (iv) The Series 2016 Note in the same principal amount as the principal amount of the Series 2016 Bonds, duly executed by the WLCDC and endorsed by the Issuer to the order of the Trustee;
- (v) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the first Series 2016 Bonds in the principal amount of \$73,000,000, to the purchaser thereof; and
- (vi) Such other documents as shall be required by the Requisite Bondholders.

Any subsequent series of Bonds issued under this Indenture shall be delivered to the purchasers upon receipt of:

- (i) A copy, duly certified by the Clerk of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the additional series of Bonds;
- (ii) The updated Series 2016 Note in the same principal amount as the principal amount of the Series 2016 Bonds plus the additional series of Bonds, duly executed by the WLCDC and endorsed by the Issuer to the order of the Trustee;
- (iii) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the first Series 2016 Bonds

in the principal amount equal to the total amount of all series of Bonds, to the purchaser thereof; and

(iv) Such other documents as shall be required by the Requisite Bondholders.

Section 2.8. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Series 2016 Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 2016 Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2016 Bond, such mutilated Series 2016 Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 2016 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Series 2016 Bond shall have matured, instead of issuing a duplicate Series 2016 Bond the Issuer may pay the same without surrender thereof; *provided, however*, that in the case of a lost, stolen or destroyed Series 2016 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the Bondholder or owner of such Series 2016 Bond with their reasonable fees and expenses in this connection. Any Series 2016 Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 2016 Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.9. Registration and Exchange of Series 2016 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2016 Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 2016 Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 2016 Bond or Series 2016 Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 2016 Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2016 Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 2016 Bond during the period between the Record Date and any interest payment date of such Series 2016 Bond, nor to transfer or exchange any Series 2016 Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Series 2016 Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF OTHER CITY FUNDS

Section 3.1. Deposit to Debt Service Reserve Fund. The City or Redevelopment Commission, from legally available revenues, shall deposit into a fund created hereunder and designated as the “Debt Service Reserve Fund” an amount equal (\$_____) (which amount shall be the greatest amount due of two consecutive TIF 1 Revenues debt service payments occurring in August of one year and February of the following year) (the “Reserve Requirement”), to be used as a reserve fund for the payment of the Series 2016 in the event that funds in the Sinking Fund are insufficient for payment of the principal or interest due on the Series 2016 Bonds. The City may satisfy all or any part of its obligation to maintain an amount in the Debt Service Reserve Fund equal to the Reserve Requirement by depositing any surety bond, insurance policy, guaranty, letter of credit or other credit facility (collectively, the “Credit Facility”) in any amount equal to such portion, the issuer of which Credit Facility is rated at least “AA-” by Standard & Poor’s Ratings Group or “A2” by Moody’s Investor Service.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the WLCDC, the Redevelopment Commission or the West Lafayette Economic Development Commission or of any member, director, officer, agent, attorney or employee of the Issuer or the WLCDC in his or her individual capacity, and neither the Issuer, the WLCDC nor any member, director, officer, agent, attorney, or employee of the Issuer or the WLCDC executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "Bond Fund." Money in the Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited into the Bond Fund, as and when received, (a) all Sublease Rental Payments; (b) all payments received pursuant to the Notes; (c) all payments specified in Section 3.2 of the Financing Agreement; (d) all interest and other income derived from investments of Bond Fund moneys as provided herein; (e) any required transfers from the Debt Service Reserve Fund; and (f) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit into the Bond Fund for its account, all revenues from the Notes and the Financing Agreement, for application to the payment of the principal of and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the Sublease Rental Payments, and from the Notes and the Financing Agreement.

Moneys in the Bond Fund shall be used by the Trustee first to pay interest and then principal on the Bonds as such moneys are available. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such interest and principal will be paid on any Interest Payment Date.

Section 4.3. Sublease Rental Payments. On or before each Interest Payment Date beginning on _____, 20__, the Issuer shall transfer to the Bond Fund, all of the Sublease Rental Payments for the payment of the principal of and interest on the Series 2016 Bonds. Any excess Sublease Rental Payments remaining after the payment of principal and interest due shall be used first to pay Annual Fees, and next to fund and maintain the Debt Service Reserve Fund in the amount of the Reserve Requirement, and then to redeem Series 2016 Bonds.

Section 4.4. Debt Service Reserve Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "Debt Service Reserve Fund" (the "Debt Service Reserve Fund"). The Trustee shall fund and maintain the

Debt Service Reserve Fund up to the Reserve Requirement, initially from monies legally available to the City or Redevelopment Commission and then from any excess Sublease Rental Payments remaining after the payment of Annual Fees and principal and interest due on the Bonds. The Trustee shall maintain the Debt Service Reserve Fund in order to supplement any shortfall in TIF 1 Revenues and shall disburse the funds held in the Debt Service Reserve Fund solely for the payment of interest on and principal of the Bonds due to a shortfall in sublease payments due to insufficiency of TIF 1 Revenues. If moneys in the Debt Service Reserve Fund are used to pay principal of or interest on the Bonds, the depletion of the balance in the Debt Service Reserve Fund shall be restored from any available excess Sublease Rental Payments after payment of Annual Fees. If moneys in the Debt Service Reserve Fund shall exceed the Debt Service Reserve Requirement, such excess shall be transferred at least semiannually to the Bond Fund.

If (a) any payments on the Note pursuant to the Financing Agreement are not made by the Borrower from sufficient TIF 1 Revenues when due, (b) the Trustee withdraws funds from the Debt Service Reserve Fund, pursuant to this Section 4.4 to pay any principal of and/or interest on the Bonds, when due, and (c) as a consequence, the balance remaining in the Debt Service Reserve Fund does not at least equal the Reserve Requirement, then the Trustee shall give written notice to (i) the WLCDC and make written demand for payment of such deficit in the Debt Service Reserve Fund from the Borrower at least ninety (90) days before the next Interest Payment Date and (ii) to the Redevelopment Commission that there has been a draw on the Debt Service Reserve Fund and that the Redevelopment Commission should immediately take such actions required under the Pledge Resolution to enable the replenishment of the Debt Service Reserve Fund. The Trustee shall determine the amount necessary to restore the balance in the Debt Service Reserve Fund to an amount not less than the Reserve Requirement on the Bonds, coming due on the next Interest Payment Date.

Section 4.5. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture, shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the WLCDC. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.6. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 2016 BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. (a) The Series 2016 Bonds are subject to optional redemption by the Issuer, prior to maturity, at the option of the WLCDC, on any date (so long as the Series 2016 Bonds bear interest at the Prime Rate), in whole or in part, in such order of maturity as the WLCDC shall direct and by lot within maturities, at face value, without premium, plus in each case accrued interest to the date fixed for redemption.

(b) Mandatory Redemption. If funds are on deposit in the Bond Fund for redemption of Series 2016 Bonds pursuant to Sections 4.1 and 4.2 of the Financing Agreement, the Series 2016 Bonds shall be subject to redemption by the Issuer on any date (so long as the Series 2016 Bonds bear interest at the Prime Rate), in whole or in part (in inverse order of maturity), at 100% of the principal amount thereof plus accrued interest to the redemption date and without premium.

Section 5.2. Notice of Redemption. In the case of redemption of Series 2016 Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the Series 2016 Bonds, or portions of fully registered Series 2016 Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than ten (10) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Series 2016 Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number and, in the event of a partial redemption the Series 2016 Bond numbers and called amounts of each Series 2016 Bond, the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee and the Paying Agent.

On and after the redemption date specified in the aforesaid notice, such Series 2016 Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the Bondholders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Notice of any redemption hereunder required to be given to the registered owners with respect to Series 2016 Bonds held under a book entry system shall be given by the Trustee both to the Depository, or its nominee, as the Bondholder of such Series 2016 Bonds, and to The Huntington National Bank.

Section 5.3. Cancellation. All Series 2016 Bonds which have been redeemed in whole shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued and a counterpart of the certificate of cremation or other destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the Issuer and the WLCDC.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 2016 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 2016 Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Series

2016 Bond until such Series 2016 Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed Series 2016 Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the Series 2016 Bonds at the time outstanding are to be called for redemption, the maturities of Series 2016 Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the WLCDC. If fewer than all of the Series 2016 Bonds within a maturity are to be redeemed, the Trustee shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the Series 2016 Bonds or portions of Series 2016 Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2016 Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 2016 Bonds or portions thereof shall be redeemed only in the minimum principal amount of \$100,000 and any \$1 integral multiples thereafter.

If less than the entire principal amount of any registered Series 2016 Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the Owner of such registered Series 2016 Bond shall forthwith surrender such Series 2016 Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Series 2016 Bond or Series 2016 Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 2016 Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal and interest on the Bonds are payable solely and only from the Sublease Rental Payments and the payments to be made on the Note which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. **The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer or the WLCDC within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer or the WLCDC. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from Sublease Rental Payments and the payments to be made on the Notes issued under the Financing Agreement pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or Bondholders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Commission, or the WLCDC or of any member, director, officer, agent, attorney or employee of the WLCDC, Redevelopment Commission, Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Commission nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.**

Section 6.2. Performance of Covenants. The Issuer 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 Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, and to pledge and assign the Series 2016 Note, pledge the Sublease Rental Payments and assign the Financing Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, all in compliance with local, State and Federal rules, regulations, and laws, and that the Bonds in the hands of the Bondholders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import

thereof, 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 Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer represents that at the time of the pledge and assignment thereof it will lawfully own the Series 2016 Note and that such pledge and assignment and the assignment of the Financing Agreement to the Trustee hereby made will be valid and lawful. The Issuer covenants that it will defend the title to the Series 2016 Note and its interest in the Sublease Rental Payments and the Financing Agreement to the Trustee, for the benefit of the Bondholders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Series 2016 Note, the Sublease Rental Payments, the Financing Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 6.4. Filing of Indenture, Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the WLCDC, shall cause this Indenture, the Financing Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the Bondholders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.5. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession or in the possession of the WLCDC or the Redevelopment Commission relating to the Project and the revenues derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.6. List of Bondholders. The Trustee will keep on file at the corporate trust office of the Trustee a list of names and addresses of the Bondholders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the WLCDC or by Bondholders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the WLCDC under and pursuant to the Financing Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner directed by the City, with the consent of the Bondholder. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the Bondholder or Bondholders thereof, all liability of Issuer to the Bondholder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the Bondholder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall be repaid by Paying Agent to WLCDC and thereafter Bondholders shall be entitled to look only to WLCDC for payment, and then only to the extent of the amount so repaid, and WLCDC shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 6.10. Direction of Bondholders. Whenever any action, direction or consent is required of the Trustee, the Trustee shall consult with the Bondholders of the Bonds and shall take such action, give such direction or give such consent as shall be directed by the Requisite Bondholders.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an “event of default,” that is to say, if:

(a) any event of default as defined in Section 5.1 of the Financing Agreement shall occur and be continuing; or

(b) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the WLCDC by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Bondholders of all of the Bonds then outstanding hereunder; or

(c) the Issuer shall fail to apply collected Sublease Rental Payments as required by Article IV of this Indenture.

Nonpayment of principal of and interest on the Bonds is not an event of default so long as such nonpayment is the result of a shortfall in the amount of Sublease Rental Payments available for such payment and credit under the Financing Agreement.

Section 7.2. Acceleration. Upon the happening of any event of default specified in Section 7.1 and the continuance of the same for the period, if any, specified in that Section, the Trustee, by notice in writing delivered to the Issuer and the WLCDC, but with the consent and direction of the Requisite Bondholders, shall declare the entire unpaid principal amount of the Bonds and Parity Obligations then outstanding, and the interest accrued thereon, to be immediately due and payable. The Redevelopment Commission’s obligation to pay Sublease Rental Payments shall not be subject to acceleration.

Following an acceleration, nonpayment of principal of and interest on the Bonds is not an event of default so long as such nonpayment is the result of a shortfall in the amount of Sublease Rental Payments available for such payment and credit under the Financing Agreement.

Section 7.3. Remedies; Rights of Bondholders.

- (i) If an event of default occurs, if and only if directed by Requisite Bondholders, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the WLCDC under the Financing Agreement and the Notes with the consent and direction of the Requisite Bondholders.
- (ii) Upon the occurrence of an event of default, and if directed so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

- (iii) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.
- (iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.
- (v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.
- (vi) Notwithstanding subsections (i)—(iv) above, no remedy shall be available against the WLCDC in respect of the Series 2016 Note except to the extent of Sublease Rental Payments available for the payment and credit thereof under the Financing Agreement.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, and subject to the limitation set forth in Section 7.3(vi) above, the Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege;

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of

this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

Third: To the payment of the balance, if any, to (a) to the Issuer, if the Bonds (together with the interest) have been paid in full, or (b) if and to the extent the Bonds have not been paid in full, to the WLCDC or its successors or assigns, upon the written request of the WLCDC or to whosoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Bondholder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings 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 Bondholders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the Bondholders of the outstanding Bonds. However, the Trustee may only act with the consent and direction of the Requisite Bondholders.

Section 7.7. Rights and Remedies of Bondholders. No Bondholder of any Bond 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 the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified

as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the Bondholders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. 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, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Bondholders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Bondholders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time, place, from the source and in the manner in said Bonds expressed. Any rights and remedies of Bondholders pursuant to this Section 7.7 are expressly limited as set forth in Section 7.3(vi) above.

Section 7.8. 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 proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the WLCDC and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. At the direction of the Requisite Bondholders, the Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the Bondholders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; *provided, however*, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any

subsequent or other default, or impair any right consequent thereon. The provisions of this Section 7.9 are expressly subject to and limited by the last sentence of Section 7.1 hereof.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth herein. The Trustee, prior to the occurrence of an event of default and after the curing 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, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs. The Trustee agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the WLCDC). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; 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 Issuer or on the part of the WLCDC under the Financing Agreement; but the Trustee may require of the Issuer or the WLCDC full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Financing Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or 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 Bond,

shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence 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 Issuer or the WLCDC by its duly authorized officers 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 (g) of this Section, or of which said subsection it is deemed to have notice, 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 the Issuer or the WLCDC under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the WLCDC as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) 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 gross negligence or willful misconduct; *provided, however*, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the Bondholders and 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 corporate trust 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.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from 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 said trusts and powers or otherwise in respect of the premises.

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

(l) Before taking any action under this Section 8.1 or Section 8.4 the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to

which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) The Trustee agrees to accept and act upon facsimile transmission of written instructions or directions pursuant to this Indenture, *provided, however*, that (a) the Issuer or the WLCDC, subsequent to such facsimile transmission of written instructions, shall provide the originally executed instructions or directions to the Trustee in a timely manner, (b) such originally executed instructions or directions shall be signed by a person as may be designated and authorized to sign for the Issuer or the WLCDC or in the name of the Issuer or the WLCDC, by an authorized representative of the Issuer or the WLCDC, and (c) the Issuer and the WLCDC shall provide to the Trustee an incumbency certificate listing such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer or the WLCDC elects to give the Trustee facsimile instructions and the Trustee in its discretion elects to act upon such facsimile instructions, the Trustee's understanding of such facsimile 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 reliance upon and compliance with such facsimile instructions notwithstanding such facsimile instructions conflict or are inconsistent with a subsequent written instruction.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known Bondholders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Bondholders of the Bonds, the Trustee may intervene on behalf of Bondholders and,

subject to the provisions of Section 8.1(1), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the WLCDC and by first class mail to each registered owner of Bonds then outstanding and to each Bondholder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the WLCDC may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by all the Bondholders.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the WLCDC an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such

predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. 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 by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, Etc Subject to the conditions contained herein, the resolutions, ordinances, 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 release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed "Paying Agent" under this Indenture. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 60 days' written notice to the Issuer, the WLCDC and the Trustee. Any Paying Agent may be removed at any time by an instrument, filed with such Paying Agent and the Trustee and signed by the Issuer and the WLCDC. Any successor Paying Agent shall be appointed by the Issuer at the direction of the WLCDC and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least \$100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there if no successor, to the Trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. With the consent of the WLCDC, the Issuer and the Trustee may, without the consent of, or notice to, any of the Bondholders, 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 or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (c) To subject to this Indenture additional security, revenues, properties or collateral;
- (d) To make any other change in this Indenture which, in the judgment of the Requisite Bondholders, is not to the material prejudice of the Trustee, the WLCDC, the Issuer or the Bondholders of the Bonds; or
- (e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer 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 supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the Bondholder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the Bondholders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or, except for the lien of Parity Obligations, on a parity with the lien of this Indenture without the consent of the Bondholders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the Bondholders of which are required to consent to any such supplemental indenture, without the consent of the Bondholders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a

privilege or priority of any Bond over any other Bonds, or (g) a deprivation of the Owners of any Series 2016 Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the WLCDC shall not become effective unless and until the WLCDC shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the WLCDC at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AGREEMENT

Section 10.1. Amendments, etc., to Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the WLCDC shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Financing Agreement as may be required (i) by the provisions of the Financing Agreement and this Indenture, including particularly amendments to the Financing Agreement relating to the issuance of Additional Notes or Parity Obligations, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Requisite Bondholders, is not to the prejudice of the Trustee, the Issuer or the Bondholders of the Bonds.

Section 10.2. Amendments, etc. to Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. No Amendment May Alter Notes. Under no circumstances shall any amendment to the Financing Agreement alter the Notes or the payments of principal and interest thereon, without the consent of the Bondholders of all the Bonds at the time outstanding.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the WLCDC under the Financing Agreement, the Notes and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall cancel the Notes and deliver them to the WLCDC, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the WLCDC any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of, interest on, or premium, if any, on the Bonds) when:

- (a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;
- (b) the Issuer and the WLCDC shall have performed all of their covenants and promises in the Financing Agreement, the Notes and in this Indenture; and
- (c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the WLCDC, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the WLCDC shall have given the Trustee in form satisfactory to

the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the WLCDC, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of Series 2016 Bonds. If the Owner of any Series 2016 Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Series 2016 Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the WLCDC with respect to that Series 2016 Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the Bondholders, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. *Provided, however,* that wherever this

Indenture or the Financing Agreement requires that any such consent or other action be taken by the Bondholders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the WLCDC, or the directors, trustees, officers or members of the WLCDC. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, 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 proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the Bondholder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. 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 Bonds is intended or shall be construed to give to any person other than the parties hereto, and the WLCDC, and the Bondholders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the WLCDC and the Bondholders of the Bonds as herein provided.

Section 11.7. 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 or 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.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the WLCDC, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the Financing Agreement.

Section 11.9. 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 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer or the WLCDC, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or the WLCDC or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

Section 11.13. Waiver by Bondholder of Rights under the Note or Notes. Notwithstanding any provision of this Indenture to the contrary, the Bondholder of the Series 2016 Bonds may irrevocably instruct the Trustee to forbear from enforcing any rights against the WLCDC under the Note or Notes, the Financing Agreement or this Indenture. In such event, references herein to the Note or Notes, the Financing Agreement or this Indenture and the obligations of the WLCDC under the Note or Notes, the Financing Agreement or this Indenture shall be deemed void and of no force and effect for all purposes.

(End of Article XI)

IN WITNESS WHEREOF, the City of West Lafayette, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its Controller, and to evidence its acceptance of the trusts hereby created, The Huntington National Bank, in Indianapolis, Indiana has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF WEST LAFAYETTE, INDIANA

By: _____
Mayor

Attest:

Controller

THE HUNTINGTON NATIONAL BANK, as
Trustee

By: _____
(Written Signature)

(Printed Signature)

EXHIBIT A

DESCRIPTION OF PROJECT

The State Street Project consists of the proposed redevelopment of State Street (formerly State Route 26) from the Wabash River through the City of West Lafayette's downtown and Purdue University's campus to U.S. 231 on the west.

FINANCING AGREEMENT

BETWEEN

WEST LAFAYETTE COMMUNITY DEVELOPMENT CORPORATION

AND

CITY OF WEST LAFAYETTE, INDIANA

Dated as of _____, 2016

Certain of the rights of the Issuer hereunder have been assigned to The Huntington National Bank, Indianapolis, Indiana, as Trustee under a Trust Indenture dated as of the date hereof, from the Issuer.

Table of Contents

	<u>Page</u>
ARTICLE I. DEFINITIONS AND EXHIBITS.....	3
Section 1.1. Terms Defined	3
Section 1.2. Rules of Interpretation	6
Section 1.3. Exhibits	6
ARTICLE II. REPRESENTATIONS	7
Section 2.1. Representations by Issuer	7
Section 2.2. Representations by WLCDC.....	8
Section 2.3. The Series 2016 Bonds and Series 2016 Note	9
ARTICLE III. PARTICULAR COVENANTS OF THE WLCDC	10
Section 3.1. Consent to Assignments to Trustee.....	10
Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged.....	10
Section 3.3. Maintenance of Existence	11
Section 3.4. Trustee’s Right to Perform WLCDC’s Covenants	11
Section 3.5. Indemnity by WLCDC.....	11
Section 3.6. Indemnity by Issuer.....	12
Section 3.7. Issuance of Substitute Notes	13
Section 3.8. Payment of Expenses of Issuance of Series 2016 Bonds.....	13
Section 3.9. Funding of Indenture Funds; Investments	13
Section 3.10. Other Amounts Payable by the WLCDC.....	13
Section 3.11. Credits on Notes.....	14
Section 3.12. Completion of Project.....	14
Section 3.13. Sale, Substitution, or Lease of Project	14
ARTICLE IV. PREPAYMENT OF SERIES 2016 NOTE.....	15
Section 4.1. Optional Prepayment	15
Section 4.2. Mandatory Prepayment.....	15
Section 4.3. Notice of Prepayment	15
ARTICLE V. EVENTS OF DEFAULT AND REMEDIES THEREFOR.....	16
Section 5.1. Events of Default	16
Section 5.2. Remedies Cumulative	17
Section 5.3. Delay or Omission Not a Waiver.....	17
Section 5.4. Remedies Subject to Provisions of Law	17
ARTICLE VI. IMMUNITY.....	18
Section 6.1. Immunity.....	18
ARTICLE VII. SUPPLEMENTS AND AMENDMENTS TO THIS AGREEMENT	19
Section 7.1. Supplements and Amendments to this Agreement.....	19

ARTICLE VIII. DEFEASANCE.....	20
Section 8.1. Defeasance	20
ARTICLE IX. MISCELLANEOUS PROVISIONS.....	21
Section 9.1. Deemed Agreement for Benefit of Parties Hereto	21
Section 9.2. Severability	21
Section 9.3. Limitation on Interest.....	21
Section 9.4. Addresses for Notice and Demands	21
Section 9.5. Successors and Assigns.....	22
Section 9.6. Counterparts.....	22
Section 9.7. Governing Law	22

FINANCING AGREEMENT

This is a FINANCING AGREEMENT, dated as of _____, 2016 (the “Agreement”) between WEST LAFAYETTE COMMUNITY DEVELOPMENT CORPORATION, an Indiana non-profit corporation, duly organized and validly existing under the laws of the State of Indiana (the “WLCDC”), and the CITY OF WEST LAFAYETTE, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the “Issuer”).

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the “Act”), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing costs of construction of infrastructure, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the West Lafayette Redevelopment Commission (the “Redevelopment Commission”) has established the Levee/Village Redevelopment Area (the “Levee/Village Area”) and the 231 Purdue Economic Development Area (the “231 Purdue Area”) (the Levee/Village Area and the 231 Purdue Area, collectively, the “Area”), in the City of West Lafayette, Indiana; and

WHEREAS, the WLCDC has entered into a Sublease of the Project (each term as hereinafter defined) to the Redevelopment Commission in the form of Exhibit B hereto, pursuant to which the Redevelopment Commission has agreed to make lease rental payments to the WLCDC, which lease rental payments are to be made from TIF 1 Revenues and TIF 2 Revenues of the Levee/Village Area and the 231 Purdue Area, respectively, and, (i) to the extent that TIF 1 Revenues are insufficient pursuant to the TIF 1 schedule of payments, from an *ad valorem* real property tax on all property in the West Lafayette Redevelopment District to replenish such deficiency of TIF 1 Revenues, and (2) to the extent TIF 2 Revenues are insufficient pursuant to the TIF 2 schedule of payments, from a non-revolving line of credit of the Redevelopment Commission from the Purdue Research Foundation (the “Line of Credit Revenues”); and

WHEREAS, pursuant to an Assignment of Rents (the “Assignment of Rents”) from the WLCDC to The Huntington National Bank, as Trustee (the “Trustee”) under the Indenture, the WLCDC will assign its rights to the Sublease Revenues to the Trustee; and

WHEREAS, the Issuer, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City of West Lafayette; will benefit the health, safety, morals, and general welfare of the citizens of the City of West Lafayette and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Issuer intends to issue its Taxable Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project) in the aggregate principal amount of \$77,000,000 (the “Series 2016 Bonds”) pursuant to the Trust Indenture dated as of _____, 2016 (the “Indenture”) from the Issuer to The Huntington National Bank, Indianapolis, Indiana, as Trustee (the “Trustee”), and to credit the proceeds of the Series 2016

Bonds pursuant to the provisions of this Agreement to the WLCDC to complete the Project set forth on Exhibit A; and

WHEREAS, this Agreement provides for the technical repayment by the WLCDC representing the credit of the proceeds of the Series 2016 Bonds and further provides for the WLCDC's repayment obligation to be evidenced by the WLCDC's Note, Series 2016 (the "Series 2016 Note") in substantially the form attached hereto as Exhibit C; and

WHEREAS, pursuant to the Indenture, the Issuer will pledge and assign the Series 2016 Note and assign certain of its rights under this Agreement to the Trustee as security for the Series 2016 Bonds; and

WHEREAS, the Series 2016 Bonds issued under the Indenture will be payable solely out of (i) the payments to be made by the WLCDC on the Series 2016 Note and any other Notes issued hereunder; (ii) Sublease Revenues (as defined in the Indenture); (iii) funds in the Debt Service Reserve Fund established under the Indenture to replace any deficiency of TIF 1 Revenues; or (iv) proceeds of condemnation and insurance.

PRELIMINARY STATEMENT

In consideration of the premises, the credit of the proceeds to the WLCDC of the Series 2016 Bonds, the acceptance of the Series 2016 Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the WLCDC has executed and delivered this Agreement.

This Agreement is executed upon the express condition that if the WLCDC shall keep, perform and observe all and singular the covenants and promises expressed in the Note and this Agreement to be kept, performed and observed by the WLCDC, then this Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The WLCDC and the Issuer hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

“231 Purdue Economic Development Allocation Area” means the allocation area generating Tax Increment in the 231 Purdue Economic Development Area known herein as TIF 2 Revenues.

“Act” means, collectively, Indiana Code Title 36, Article 7, Chapters 11.9, 12, 14 and 25.

“Bond Counsel” means a nationally recognized firm of municipal bond attorneys acceptable to the Requisite Bondholders.

“Bond Fund” means the Bond Fund established by Section 4.2 of the Indenture.

“Bondholder” or “owner of a Bond” or any similar term means the owner of a Bond, which for purpose of this document shall be The Huntington National Bank.

“Bonds” mean the Series 2016 Bonds, the Additional Bonds and any other bonds issued under the Indenture.

“WLCDC” means West Lafayette Community Development Corporation, an Indiana non-profit corporation, duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors thereto permitted under Section 3.3 hereof.

“Commission” means the City of West Lafayette Economic Development Commission.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the WLCDC.

“Government Obligations” means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on

which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's, S&P or Fitch and (ii) in the event that any bonds are defeased with such obligations in whole or in part those Bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch or (e) any other investments approved by the Requisite Bondholders.

“Indenture” means the Trust Indenture dated as of _____, 2016, between the Issuer and the Trustee and all amendments and supplements thereto.

“Interest Payment Date” on the Series 2016 Bonds means each February 1 and August 1, beginning _____, 20__.

“Issuer” means the City of West Lafayette, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

“Levee/Village Redevelopment Allocation Area” means the allocation area generating Tax Increment in the Levee/Village Redevelopment Area known herein as TIF 1 Revenues.

“Line of Credit Revenues” means those revenues received by the Redevelopment Commission from the TIF Support Facility Agreement.

“Net Proceeds,” when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys' fees and expenses and any expenses of the Trustee or the Issuer) incurred in the collection of such gross proceeds.

“Note” or “Notes” means the Series 2016 Note, any notes delivered in connection with Additional Bonds and any notes issued in exchange therefor pursuant to Section 3.7 hereof.

“Paying Agent” means The Huntington National Bank, or its successors or assigns, as paying agent under the Indenture.

“Project” means the project as described in Exhibit A.

“Qualified Investments” means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation; (iv) any money market fund, sweep account, mutual fund or trust, which may be funds or trusts of the Trustee or Paying Agent, as shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest category by Moody's Investors Service or Standard & Poor's Ratings Group; (v) repurchase agreements with the

Trustee or any of its affiliated banks or any other bank having a net worth of at least \$100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's Investors Service or Standard & Poors Ratings Group, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above or (viii) any other investment approved by the Requisite Bondholders.

"Redevelopment Commission" means the City of West Lafayette Redevelopment Commission.

"Sale of Series 2016 Bonds" shall mean the sale by the Issuer of an amount of Series 2016 Bonds.

"Series 2016 Bonds" means the City of West Lafayette, Indiana, Taxable Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project).

"Sublease" means the sublease dated as of _____, 2016, as amended on _____, 2016, pursuant to which the WLCDC has subleased the Project to the Redevelopment Commission.

"Sublease Revenues" means the revenues received by the WLCDC from the Redevelopment Commission pursuant to the Sublease, together with the proceeds of any rental interruption insurance available to the WLCDC.

"Tax Increment" means all real property tax proceeds attributable to the assessed valuation within the Levee/Village Redevelopment Allocation Area or 231 Purdue Economic Development Allocation Area as of each January 1 in excess of the base assessed value. The incremental assessed value is multiplied by the current property tax rate (per \$100 assessed value).

"TIF 1 Revenues" means Tax Increment received by the Redevelopment Commission pledged to the Issuer pursuant to Resolution No. 2015-__ adopted by the Redevelopment Commission on _____, 2015 consisting of Tax Increment generated from the Levee/Village Redevelopment Allocation Area.

"TIF 2 Revenues" means Tax Increment received by the Redevelopment Commission pledged to the Issuer pursuant to Resolution No. 2015-__ adopted by the Redevelopment Commission on _____, 2015 consisting of Tax Increment generated from the 231 Purdue Economic Development Allocation Area.

"TIF Support Facility Agreement" means that agreement between the Redevelopment Commission and the Purdue Research Foundation, dated as of _____, 2016, providing a non-revolving line of credit to the Redevelopment Commission in the event of a deficiency of TIF 2 Revenues.

“Trustee” means the trustee and/or co-trustee at the time serving as such under the Indenture, and shall initially mean The Huntington National Bank, West Lafayette, Indiana.

Section 1.2. Rules of Interpretation. For all purposes of this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) “This Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement.

Exhibit A. Description of Project

Exhibit B. Form of Sublease

Exhibit C. Form of Series 2016 Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) Issuer is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Issuer agrees to issue the Series 2016 Bonds to assist the WLCDC in financing the construction of the Project, to create additional employment opportunities in West Lafayette, Indiana, and to benefit the health, safety, morals and general welfare of the citizens of West Lafayette and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this Agreement and the Series 2016 Note to the Trustee.

(c) The Issuer represents that the Series 2016 Note will be assigned to the Trustee pursuant to the Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 2016 Note has not been registered under the Securities Act of 1933.

(d) The 231 Purdue Economic Development Allocation Area and the Levee/Village Redevelopment Allocation Area have been properly created as “allocation areas” pursuant to Indiana Code 36-7-14-39. The TIF 1 Revenues, the TIF 2 Revenues and the Special Benefits Tax Revenues (as defined in the Indenture) for the Levee/Village Redevelopment Area have been properly and legally pledged by the Redevelopment Commission to the payment of the Sublease rentals.

(e) Pursuant to the Assignment of Rents, the Sublease Revenues have been properly and legally pledged by the WLCDC to the payment of the Series 2016 Bonds.

(f) In connection with the execution, delivery and performance by the Issuer of this Agreement, the Issuer has complied with all applicable federal, state and local laws and regulations.

(g) The execution by the WLCDC of this Agreement and the Series 2016 Note will not result in the creation of any liens on the property of the WLCDC (it being understood, however, that failure of the WLCDC to pay property taxes may independently result in the imposition of liens on the WLCDC’s property).

(h) This Agreement has been duly executed and delivered by the Issuer and constitute the legal, valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights in general.

(i) There are no actions, suits or proceedings pending, or, to the knowledge of the Issuer, threatened, before any court, administrative agency or arbitrator which, individually or in

the aggregate, might result in any material adverse change in the financial condition of the Issuer or might impair the ability of the Issuer to perform its obligations under this Agreement.

(j) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the fulfillment of or compliance with the terms and conditions of this Agreement, will not contravene any law or any governmental rule, regulation or order presently binding on the Issuer or conflict with or result in a breach of the terms, conditions or provisions of any agreement or instrument to which Issuer is now a party or by which Issuer is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any liens, charges or encumbrances whatsoever upon any of the property or assets of Issuer under the terms of any instrument or agreement.

(k) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default by the Issuer under this Agreement or the Series 2016 Note.

Section 2.2. Representations by WLCDC. WLCDC represents and warrants that:

(a) It is an Indiana non-profit corporation duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement and the Series 2016 Note, has full power to enter into and perform its obligations under this Agreement, the Series 2016 Note and the Assignment of Rents, and by proper action has duly authorized the execution and delivery of this Agreement and the Assignment of Rents and the issuance of the Series 2016 Note.

(b) The WLCDC intends to cause the Project to be operated as an economic development facility under the Act, until the expiration or earlier termination of this Agreement as provided herein.

(c) Neither the execution and delivery of this Agreement or the Assignment of Rents, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2016 Note nor the fulfillment of or compliance with the terms and conditions of this Agreement or the Assignment of Rents, will contravene the WLCDC's articles of incorporation or by-laws or any law or any governmental rule, regulation or order presently binding on the WLCDC or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which WLCDC is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of WLCDC under the terms of any instrument or agreement.

(d) To the best of the WLCDC's knowledge, the execution, delivery and performance by the WLCDC of this Agreement, the Assignment of Rents and the Series 2016 Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(e) Each of this Agreement, the Assignment of Rents and the Series 2016 Note has been duly executed and delivered by the WLCDC and constitutes the legal, valid and binding agreement of the WLCDC, enforceable against the WLCDC in accordance with its respective

terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

(f) There are no actions, suits or proceedings pending, or, to the knowledge of the WLCDC, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the WLCDC or might impair the ability of the WLCDC to perform its obligations under this Agreement, the Assignment of Rents or the Series 2016 Note.

(g) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Agreement, the Assignment of Rents or the Series 2016 Note.

Section 2.3. The Series 2016 Bonds and Series 2016 Note. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2016 Bonds to be paid by the WLCDC pursuant to its Series 2016 Note substantially in the form attached hereto as Exhibit C.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE WLCDC

Section 3.1. Consent to Assignments to Trustee. The WLCDC acknowledges and consents to the pledge and assignment of the Series 2016 Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that, subject to the direction of the Requisite Bondholders, the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under any provision of Article III hereof and to execute and deliver supplements and amendments to this Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged.

(a) Subject to the provisions of Section 11.13 of the Indenture, the WLCDC will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Series 2016 Note and this Agreement according to the true intent and meaning thereof and hereof, *but solely to the extent that Sublease Revenues are available for such purpose, as follows*: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the Bond Fund (including without limitation any Sublease Revenues), will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the Indenture.

(b) The WLCDC also agrees to pay directly to the Trustee so long as there are Bonds outstanding, *and only to the extent that Sublease Revenues are available for such purpose*, (i) all fees and charges of the Trustee incurred under the Indenture, as and when the same become due; (ii) all costs incident to the payment of the principal of and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of Bonds; (iii) all expenses incurred in connection with the enforcement of any rights under the Agreement or the Indenture by the Issuer, the Trustee or the Bondholders; and (iv) all other payments of whatever nature which the WLCDC has agreed to pay or assume under the provisions of the Agreement; *provided, however*, that the WLCDC may, without creating a default under the Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses and provided that the expenses have been approved by the Requisite Bondholders.

(c) The WLCDC covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments pursuant hereto and to the Notes shall be made by the WLCDC on or before the date the same become due, and the WLCDC shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right

of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project or the WLCDC's title to the Project or any part thereof is defective or nonexistent, or whether the WLCDC's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the WLCDC's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State of Indiana, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this Agreement; and the WLCDC hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the WLCDC therefrom. Nothing in this Agreement shall be construed as a waiver by the WLCDC of any rights or claims the WLCDC may have against the Issuer under this Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Agreement that the WLCDC shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Agreement for the benefit of the holders of the Bonds.

(d) It is understood and agreed that all payments made by WLCDC pursuant to this Section 3.2, all Sublease Revenues and the Notes are pledged to Trustee pursuant to the granting clauses of the Indenture. WLCDC assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer or Trustee of any obligation to WLCDC, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to WLCDC by Issuer. Issuer hereby directs WLCDC and WLCDC hereby agrees to pay to the Paying Agent at its principal office all amounts payable by WLCDC pursuant to this Section 3.2 and the Notes.

Section 3.3. Maintenance of Existence. The WLCDC may consolidate with another entity or permit one or more other entities to consolidate with it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve.

Section 3.4. Trustee's Right to Perform WLCDC's Covenants. In the event the WLCDC shall fail to (i) complete the construction of the Project, or (ii) fail to perform any other act required to be performed hereunder, then and in each such case the Trustee, upon not less than 5 days' prior written notice to the WLCDC and with the consent of the Requisite Bondholders, may (but shall not be obligated to) remedy such default.

Section 3.5. Indemnity by WLCDC. To the extent, and only to the extent, that the WLCDC has been indemnified by the Redevelopment Commission for such purpose, the WLCDC will pay, and protect, indemnify and save the Issuer (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders and the Trustee harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of

the Issuer and the Trustee), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (a) The WLCDC's violation of any agreement or condition of this Agreement or the Indenture, except by the Issuer or the Trustee;
- (b) Violation of any contract, agreement or restriction by the WLCDC relating to the Project, or a part thereof;
- (c) The WLCDC's violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Project, or a part thereof;
- (d) Any act, failure to act, or misrepresentation by the WLCDC, or any of the WLCDC's agents, contractors, servants, employees or licensees;
- (e) The provision of any information or certification furnished by the WLCDC to the Bondholders in connection with the issuance and sale of the Series 2016 Bonds and the Project.

The WLCDC hereby further agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee.

The foregoing shall not be construed to prohibit the WLCDC from pursuing its remedies against either the Issuer or the Trustee for damages to the WLCDC resulting from personal injury or property damage caused by the intentional misrepresentation or willful misconduct of either the Issuer or the Trustee.

Section 3.6. Indemnity by Issuer. To the extent permitted by law, the Issuer will pay, and protect, indemnify and save the WLCDC (including members, directors, officials, officers, agents, attorneys and employees thereof) and the Bondholders harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the WLCDC), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (a) The Issuer's violation of any agreement or condition of this Agreement or the Indenture, except by the WLCDC or the Trustee;
- (b) Violation of any contract, agreement or restriction by the Issuer relating to the Project, or a part thereof;
- (c) Any act, failure to act, or misrepresentation by the Issuer, or any of the Issuer's agents, contractors, servants, employees or licensees;
- (d) The provision of any information or certification furnished by the Issuer to the Bondholders in connection with the issuance and sale of the Series 2016 Bonds and the Project.

The foregoing shall not be construed to prohibit the Issuer from pursuing its remedies against either the WLCDC or the Trustee for damages to the Issuer resulting from personal injury or property damage caused by the intentional misrepresentation or willful misconduct of either the WLCDC or the Trustee.

Section 3.7. Issuance of Substitute Notes. Upon the surrender of any Note, the WLCDC will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with the same terms contained within this Note and with appropriate notations thereon to reflect payments of principal and interest thereon; *provided, however*, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.8. Payment of Expenses of Issuance of Series 2016 Bonds. The WLCDC agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, commitment fees, legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the Issuer and the Trustee in connection with or as an incident to the issuance and sale of the Series 2016 Bonds, but only to the extent approved by the Requisite Bondholders. Pursuant to Section 3.3 of the Indenture, the Issuer has authorized the use of certain proceeds of the Series 2016 Bonds to defray the WLCDC's obligations under this Section.

Section 3.9. Funding of Indenture Funds; Investments. The Issuer shall deposit with the Trustee monies in the manner specified in Article III of the Indenture, and the Trustee shall deposit such monies in the manner specified in Article III of the Indenture.

The WLCDC and the Issuer agree that all moneys in any Fund established by the Indenture may, at the written direction of the WLCDC, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the Indenture.

Although the Issuer and the WLCDC each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the WLCDC hereby agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 3.10. Other Amounts Payable by the WLCDC. Pursuant to the Indenture, the WLCDC covenants and agrees to pay the following, but only to the extent the Requisite Bondholders shall have first approved, and only to the extent that Sublease Revenues are available for such purpose:

(a) All reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the Trustee incurred under the Indenture, as and when the same become due and payable.

(b) All reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Series 2016 Bonds as the same become due and payable, including all reasonable costs and expenses in connection with the call, redemption and payment of Series 2016 Bonds.

(c) An amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer under this Agreement and in connection with the performance of its obligations under this Agreement or the Indenture.

(d) All reasonable expenses incurred in connection with the enforcement of any rights under this Agreement or the Indenture by the Issuer, the Trustee or the Bondholders.

(e) All other payments of whatever nature which the WLCDC has agreed to pay or assume under the provisions of the Agreement.

Notwithstanding anything in this Section 3.10 to the contrary, the WLCDC may, without creating an event of default as herein defined, after making the payments required by this Section 3.10, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee.

Section 3.11. Credits on Notes. Notwithstanding any provision contained in this Agreement or in the Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV with respect to partial prepayment of the Note, any moneys deposited by the Trustee in the Bond Fund for payment on the Bonds shall be credited against the obligation of the WLCDC to pay the principal, premium, if any, and interest on the Notes as the same become due; and

(b) the principal amount of Bonds of any series and maturity acquired by the WLCDC and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the WLCDC to pay the principal of the Note.

Section 3.12. Completion of Project.

(a) WLCDC agrees that it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law.

(b) The Completion Date (as defined in the Indenture) shall be evidenced to Trustee and Issuer by a certificate signed by an authorized representative of WLCDC stating that, except for amounts for any Costs of Construction not then due and payable or being contested in good faith, (i) the construction of the Project has been completed and any and all labor, services, materials and supplies used in such construction have been paid for and (ii) all other items necessary in connection with the Project have been constructed and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 3.13. Sale, Substitution, or Lease of Project. The WLCDC may sell, lease, mortgage or transfer or otherwise dispose of the Project or any portion thereof as shall have been approved by the Requisite Bondholders.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF SERIES 2016 NOTE

Section 4.1. Optional Prepayment. The Series 2016 Note may be prepaid, in whole or in part, on any date at the principal amount thereof and without premium, plus in each case accrued interest to the date fixed for redemption.

In order to exercise such option to prepay the Series 2016 Note, in whole or in part, the WLCDC must cause funds to be deposited with the Trustee to pay the principal of and accrued interest on the portion of the Series 2016 Note to be prepaid and the corollary redemption of the Series 2016 Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 2016 Bonds shall be credited against the installment or installments of principal due on the Series 2016 Note corresponding to the maturity of the Series 2016 Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 2016 Note obligation with respect thereto in the sequence in which such mandatory sinking fund obligation becomes due.

Section 4.2. Mandatory Prepayment. Redemption of Bonds with proceeds derived under Section 3.11 hereof shall be deemed prepayment of the Notes in the same amount as the amount of Bonds redeemed.

Section 4.3. Notice of Prepayment. The WLCDC shall give the Trustee not less than ten (10) days prior written notice of any prepayment of the Series 2016 Note pursuant to Sections 3.11 and 4.1 hereof, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 2016 Bonds in the amounts corresponding to the Series 2016 Note to be prepaid.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default.

(a) The occurrence and continuance of any of the following events shall constitute an “event of default” hereunder:

(i) failure of the WLCDC to observe and perform any other covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to the WLCDC, or commence to remedy the default if the remedy requires more than 30 days, unless the Requisite Bondholders shall have consented thereto;

(ii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the WLCDC in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the WLCDC or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for thirty days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law;

(iii) the commencement by the WLCDC of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the WLCDC or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the WLCDC generally to pay its debts as such debts become due, or the taking of corporate action by the WLCDC in furtherance of any of the foregoing; or

(iv) any event of default under Section 7.1 of the Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Acceleration. The Trustee shall, if and only if directed by the Bondholders, by written notice to the WLCDC, declare the principal of the Notes (if not then due and payable), and the interest accrued thereon to be due and payable immediately, and upon any such declaration the principal of the Notes and the interest accrued on the Notes shall become and be immediately due and payable, anything in the Notes or in this Agreement contained to the contrary notwithstanding.

Following an acceleration, nonpayment of principal and interest on the Notes is not an event of default so long as such nonpayment is the result of a shortfall in the

amount of Sublease Revenues available for such payment and credit under this Agreement.

(ii) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, shall if and only if directed by the Bondholders, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes, this Agreement or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; *provided, however* that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the WLCDC on demand.

(iii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this Agreement, the WLCDC will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the WLCDC. In addition, if the acceleration of the maturity of the Bonds will have been annulled and rescinded in accordance with the provisions of the Indenture, then the acceleration of all payments and any other outstanding indebtedness under this Agreement will likewise be annulled and rescinded. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

Section 5.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.4. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this Agreement or the Indenture shall be deemed to be a covenant or agreement of any member of the Issuer, the WLCDC, the Commission, or the Redevelopment Commission or of any officer or employee of the Issuer, the WLCDC, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the WLCDC, the Commission, the Redevelopment Commission, nor any officer or employee of the Issuer or the WLCDC executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS AGREEMENT

Section 7.1. Supplements and Amendments to this Agreement. Subject to the provisions of Article IX of the Indenture, the WLCDC and the Issuer may from time to time enter into such supplements and amendments to this Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the WLCDC shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to the Trustee for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the WLCDC, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this Agreement, and the covenants of the WLCDC contained herein, shall be discharged and the Trustee in such case on demand of the WLCDC and at its cost and expense, shall execute and deliver to the WLCDC a proper instrument or proper instruments acknowledging the satisfaction and termination of this Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the WLCDC, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. Deemed Agreement for Benefit of Parties Hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, and the holder of the Notes and the Requisite Bondholders, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee, the holder of the Notes and the Requisite Bondholders.

Section 9.2. Severability. In case any one or more of the provisions contained in this Agreement or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the WLCDC nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Agreement and the Notes inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the WLCDC, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of West Lafayette, Indiana
 222 N. Chauncey Ave.
 West Lafayette, IN 47906
 Attn: Controller

To the WLCDC: West Lafayette Community Development
 Corporation
 Attention: President
 c/o Thomas L. Brooks, Jr.
 Mayfield and Brooks
 8 N. 3rd Street, Suite 405
 P.O. Box 650

Lafayette, Indiana 47902

To the Trustee:

The Huntington National Bank
Attn: Mark Hudson
45 N. Pennsylvania Street
INHP 22
Indianapolis, Indiana 46204

Section 9.5. Successors and Assigns. Whenever in this Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Agreement contained by or on behalf of the WLCDC, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. The WLCDC may not assign its rights or obligations under this Agreement without the consent of the Bondholders, which may be withheld in their absolute discretion, unless Section 3.3 of this Agreement has been complied with; *provided, however*, that the WLCDC may assign this Agreement to a parent, subsidiary or affiliate of the WLCDC without obtaining the Issuer's or the Trustee's prior written consent.

Section 9.6. Counterparts. This Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the WLCDC have caused this Agreement to be executed in their respective names, and the Issuer and the WLCDC have caused their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

WEST LAFAYETTE COMMUNITY
DEVELOPMENT CORPORATION, an
Indiana non-profit corporation

By: _____
_____, _____

ATTEST:

By: _____
_____, _____

CITY OF WEST LAFAYETTE, INDIANA

By: _____
Mayor

Attest:

Controller

EXHIBIT A

DESCRIPTION OF PROJECT

The State Street Project consists of the proposed redevelopment of State Street (formerly State Route 26) from the Wabash River through the City of West Lafayette's downtown and Purdue University's campus to U.S. 231 on the west.

EXHIBIT B
FORM OF SUBLEASE

EXHIBIT C

NOTE, SERIES 2016

FOR VALUE RECEIVED, the undersigned, West Lafayette Community Development Corporation (“WLCDC”), an Indiana non-profit corporation, organized and existing under the laws of the State of Indiana and qualified to do business in Indiana, hereby promises to pay to the order of the City of West Lafayette, Indiana (“Issuer”), in immediately available funds, the principal sum of \$47,000,000, or the maximum amount drawn under the Trust Indenture dated as of _____, 2016 (the “Indenture”), between the Issuer and The Huntington National Bank, Indianapolis, Indiana, as Trustee (the “Trustee”) and interest thereon, during the term of the Financing Agreement between the Issuer and the WLCDC dated as of _____, 2016 (the “Agreement”), commencing one business day prior to each Interest Payment Date (as defined in the Agreement and in the), a sum which will equal the principal and interest which will become due on the next day on the City of West Lafayette, Indiana, Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project) (the “Series 2016 Bonds”), all subject to the Agreement and to the presence of other available money for such installment in the Bond Fund (including without limitation any Sublease Revenues) under the Indenture.

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the Series 2016 Bonds. All of the terms, conditions and provisions of the Agreement and the Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the Agreement, and is entitled to the benefits, and is subject to the conditions thereof.

The principal of this Note is subject to prepayment prior to maturity in the manner and subject to the conditions stated in the Agreement.

In certain events and in the manner set forth in the Agreement, the entire principal amount of this Note and the interest accrued thereon may be declared to be due and payable by the Trustee, but solely at the direction of the Bondholders. In certain events and in the manner set forth in the Agreement, the WLCDC shall be obligated to pay additional amounts.

The WLCDC hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys fees and costs of collection and without relief from valuation and appraisal laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the Agreement or the Trust Indenture shall have the meanings assigned to them in the Agreement or the Trust Indenture.

The holder of this Note hereby irrevocably agrees that, notwithstanding any other provision of this Note or the Agreement, no remedy shall be available against the WLCDC in respect of this Note except to the extent of the Sublease Revenues (as defined in the Agreement) available for the payment and credit hereof under the Agreement.

IN WITNESS WHEREOF, the WLCDC has caused this Note to be duly executed and attested by its duly authorized officer all as of _____, 2016.

Issue Date: _____, 2016

WEST LAFAYETTE COMMUNITY
DEVELOPMENT CORPORATION, an
Indiana corporation

By: _____
_____, _____

ATTEST:

By: _____
_____, _____

ENDORSEMENT

The undersigned hereby assigns its rights in this Note and requests that you pay, without recourse, to The Huntington National Bank, as Trustee under the Trust Indenture dated as of _____, 2016, from the undersigned.

CITY OF WEST LAFAYETTE, INDIANA

By: _____
Mayor

Attest:

Controller

DEPOSIT AGREEMENT

among

**INTERLOCAL COOPERATION BOARD OF THE CITY OF WEST LAFAYETTE,
INDIANA AND THE TRUSTEES OF PURDUE UNIVERSITY,**

_____ ,

CITY OF WEST LAFAYETTE, INDIANA,

THE TRUSTEES OF PURDUE UNIVERSITY,

WEST LAFAYETTE REDEVELOPMENT COMMISSION,

WEST LAFAYETTE COMMUNITY DEVELOPMENT CORPORATION,

PURDUE RESEARCH FOUNDATION

and

THE HUNTINGTON NATIONAL BANK, as Bond Trustee and Deposit Trustee

Dated as of _____ 1, 2016

TABLE OF CONTENTS

	Page
Section 1. Definitions.....	5
Section 2. Granting Clause.	10
Section 3. State Street Project Special Fund; Accounts.....	11
Section 4. Deposits into the State Street Project Special Fund.....	11
Section 5. Bond Payment Account.	12
Section 6. Additional Expense Account.	13
Section 7. Investment of Funds in the State Street Project Special Fund.	14
Section 8. Events of Default.	14
Section 9. Deposit Trustee.	15
Section 10. Fees, Charges and Expenses of Deposit Trustee.	17
Section 11. Successor Deposit Trustee.	17
Section 12. Resignation by Deposit Trustee.	17
Section 13. Removal of Deposit Trustee.	17
Section 14. Appointment of Successor Deposit Trustee.....	17
Section 15. Supplemental Deposit Agreements with Consent of Developer.....	18
Section 16. Termination of the Public-Private Agreement.	19
Section 17. Early Termination.	19
Section 18. Redemption of Bonds.	20
Section 19. Amendments or Supplements to Documents.	20
Section 20. Addresses for Notices and Demands.	21
Section 21. Incorporation into Indenture, Lease, Sublease and TIF Support Facility Agreement.....	22
Section 22. Special Covenants.	23
Section 23. Successors and Assigns.....	25
Section 24. Severability.	25
Section 25. Counterparts.....	25
Section 26. Governing Law.	25

DEPOSIT AGREEMENT

This DEPOSIT AGREEMENT, dated as of _____ 1, 2016 (this “Deposit Agreement”), by and among the INTERLOCAL COOPERATION BOARD OF THE CITY OF WEST LAFAYETTE, INDIANA AND THE TRUSTEES OF PURDUE UNIVERSITY (the “Joint Board”), _____ (the “Developer”), the CITY OF WEST LAFAYETTE, INDIANA (the “City”), THE TRUSTEES OF PURDUE UNIVERSITY (the “University”), the WEST LAFAYETTE REDEVELOPMENT COMMISSION (the “Commission”), the WEST LAFAYETTE COMMUNITY DEVELOPMENT CORPORATION (the “Corporation”), the PURDUE RESEARCH FOUNDATION (the “Foundation”) and THE HUNTINGTON NATIONAL BANK, as trustee under the Indenture (as hereinafter defined) (the “Bond Trustee”) and as trustee hereunder (the “Deposit Trustee”);

WITNESSETH

WHEREAS, pursuant to Indiana Code 36-1-7, as amended, the City and the University have entered into the Interlocal Cooperation Agreement, dated as of March 12, 2014, as amended by the First Supplement to the Interlocal Agreement dated as of May 19, 2015 (collectively, the “Interlocal Agreement”), pursuant to which the Joint Board was established for the purpose of engaging in various activities, including the development of the State Street Redevelopment Project; and

WHEREAS, in anticipation of and in connection with the procurement of the development of the State Street Redevelopment Project, the City, the University, the Commission, the Foundation and the Joint Board entered into the Project Development Agreement Concerning the State Street Redevelopment Project, effective as of May 20, 2015, as amended and supplemented by the _____ Project Development Agreement Concerning the State Street Redevelopment Project, effective as of _____, 2016 (collectively, the “Project Development Agreement”), for the purpose of documenting and defining their respective roles, rights, responsibilities and obligations with respect to funding, managing, overseeing and procuring the State Street Redevelopment Project (the “Project”); and

WHEREAS, pursuant to the Indiana Code 5-23, as amended, the Joint Board and the Developer have entered into the Public-Private Agreement, dated as of _____, 2016 (the “Public-Private Agreement”), for the construction, financing, operation and maintenance of the Project; and

WHEREAS, pursuant to Indiana Code 36-7-14, as amended (the “Redevelopment Commission Act”), and the Trust Indenture (the “Indenture”), to be entered into between the City and the Bond Trustee, the City intends to issue its City of West Lafayette, Indiana, Taxable Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project), dated _____, 2016 (the “2016 Bonds”), in the aggregate principal amount of approximately \$_____ for the purpose of paying the obligations for the Project owed by the Joint Board to the Developer under the Public-Private Agreement; and

WHEREAS, the holder of the 2016 Bonds will be the Joint Board; and

WHEREAS, pursuant to the Indenture, the City may issue bonds in addition to the 2016 Bonds (the “Additional Bonds” and together with the 2016 Bonds, the “Bonds”), in the event the Joint Board owes obligations to the Developer that cannot be completely paid from the debt service payable pursuant to the 2016 Bonds; and

WHEREAS, the holder of any Additional Bonds would be the Joint Board; and

WHEREAS, in order to facilitate the financing of the Project, the City has conveyed the site of the Project (the “Site”) and the existing improvements thereon (the “Existing Improvements”) to the Joint Board; and

WHEREAS, the Joint Board has leased the Site, the Existing Improvements and the additional improvements to be made as a result of the Project (collectively, the “Leased Premises”) to the Corporation pursuant to the Lease, dated as of _____ 1, 2016 (the “Current Lease”), between the Joint Board, as lessor, and the Corporation, as lessee; and

WHEREAS, the rental payments due under the Current Lease are sufficient to pay the debt service on the 2016 Bonds, when due, and in the event Additional Bonds are issued, the Lease shall be amended and supplemented by a supplemental lease (which supplemental lease, together with any other supplemental lease, constitutes a “Supplemental Lease,” which, together with the Current Lease, shall be referred to herein as the “Lease”) for the purpose of increasing the rental payments due under the Current Lease in an amount sufficient to enable the City to pay the debt service on the Bonds, when due (collectively, the “Lease Rental Payments”); and

WHEREAS, the Corporation has subleased the Leased Premises to the Commission pursuant to the Sub-Lease Agreement, dated as of _____ 1, 2016 (the “Current Sublease”), between the Corporation, as sublessor, and the Commission, as sublessee; and

WHEREAS, the rental payments due under the Current Sublease are sufficient to pay the rental payments under the Current Lease, when due, and in the event Additional Bonds are issued and the Joint Board and the Corporation enter into a Supplemental Lease for the purpose of increasing the rental payments due under the Current Lease, the Sublease shall be amended and supplemented by a supplemental sublease (which supplemental sublease, together with any other supplemental sublease, constitutes a “Supplemental Sublease,” which, together with the Current Sublease, shall be referred to herein as the “Sublease”) for the purpose of increasing the rental payments due under the Current Sublease in an amount sufficient to enable the Corporation to pay the Lease Rental Payments, when due (collectively, the “Sublease Rental Payments”); and

WHEREAS, the Bonds are secured by the Sublease Rental Payments; and

WHEREAS, the TIF 1 Pro Rata Share (as hereinafter defined) of the Sublease Rental Payments are secured by: (1) tax increment revenues (the “TIF 1 Revenues”) to be collected in the identified geographic area, known as the “Levee/Village Redevelopment Area” (the “TIF 1 Area”); and (2) in the event and to the extent the TIF 1 Revenues are insufficient to pay the TIF 1

Pro Rata Share of the Sublease Rental Payments, when due, a levy of general property taxes on all the taxable property of the City; and

WHEREAS, the TIF 2 Pro Rata Share (as hereinafter defined) of the Sublease Rental Payments are secured by: (1) tax increment revenues (the “TIF 2 Revenues”) to be collected in the identified geographic area, known as the “West Lafayette 231 Purdue Economic Development Area” (the “TIF 2 Area”); and (2) in the event and to the extent the TIF 2 Revenues are insufficient to pay the TIF 2 Pro Rata Share of the Sublease Rental Payments, when due, a draw by the Commission under the TIF Support Facility Agreement, effective as of _____, 2016 (the “TIF Support Facility Agreement”), between the Foundation and the Commission, so long as the TIF Support Facility Agreement is then in effect; and

WHEREAS, pursuant to the Redevelopment Commission Act, the TIF 1 Revenues are deposited into the Levee/Village Redevelopment Area Allocation Fund established for the TIF 1 Area (the “TIF 1 Allocation Fund”) and the TIF 2 Revenues are deposited into the West Lafayette 231 Purdue Economic Development Area Allocation Fund established for the TIF 2 Area (the “TIF 2 Allocation Fund”), each of which is under the control of the Controller of the City (the “Controller”); and

WHEREAS, pursuant to the Indenture, in advance of each date on which the Sublease Rental Payments are due, the Bond Trustee is required to submit a request to the Controller to withdraw from the TIF 1 Allocation Fund (or if such TIF 1 Revenues are insufficient, from the Special Benefits Tax Revenues) and the TIF 2 Allocation Fund the amounts necessary to pay the respective TIF 1 Pro Rata Share and TIF 2 Pro Rata Share of the Sublease Rental Payments when due; and

WHEREAS, pursuant to the Indenture, in the event the TIF 1 Revenues or other legally available revenues of the Commission are insufficient to pay the TIF 1 Pro Rata Share of the Sublease Rental Payments, when due, the Bond Trustee shall withdraw from the Debt Service Reserve Fund, established in connection with the issuance of the Bonds pursuant to the Indenture (the “Debt Service Reserve Fund”), the amount necessary to pay the debt service on the Bonds, to the extent such shortfall results in a shortfall in the payment of debt service on the Bonds, when due; and

WHEREAS, pursuant to the Indenture, in the event and to the extent the TIF 2 Revenues are insufficient to pay the TIF 2 Pro Rata Share of the Sublease Rental Payments, when due, the Controller, on behalf of the Commission, shall draw under the TIF Support Facility Agreement in the amount necessary to pay such shortfall, so long as the TIF Support Facility Agreement is then in effect; and

WHEREAS, pursuant to the Sublease and the Lease, the Sublease Rental Payments and the Lease Rental Payments shall be equal and in the amounts necessary to pay the debt service due on the Bonds, when due, and to pay additional rent (“Additional Rent”) for the purpose of: (1) replenishing any shortfall in the amount required to be on deposit in the Debt Service Reserve Fund pursuant to the Indenture; and (2) paying the fees and expenses of the Commission, the Corporation, the City, the Joint Board, the Bond Trustee and the Deposit Trustee incurred in

connection with the transaction contemplated by this Deposit Agreement (the “Transaction”); and

WHEREAS, the Indenture has established the Bond Fund (the “Bond Fund”), into which shall be deposited the Lease Rental Payments; and

WHEREAS, it is prudent and appropriate to establish a fund hereunder, into which shall be deposited the entirety of the Sublease Rental Payments (the “State Street Project Special Fund”); and

WHEREAS, pursuant to the Public-Private Agreement and this Deposit Agreement, there are obligations that will or may be owed by the Joint Board to the Developer, which are to be paid by the Joint Board from the debt service on the Bonds it receives from the City, and therefore, it is prudent and appropriate to establish an account in the State Street Project Special Fund, into which shall be deposited the entirety of the portion of the Sublease Rental Payments allocable to the debt service due on the Bonds (the “Bond Payment Account”), and which shall be used for the purpose of paying any obligations owed by the Joint Board to the Developer pursuant to the Public-Private Agreement and this Deposit Agreement, including any termination compensation owed by the Joint Board to the Developer in connection with the termination of the Public-Private Agreement; and

WHEREAS, it is prudent and appropriate to establish an account, into which shall be deposited the remaining portion of the Sublease Rental Payments allocable to the payment of Additional Rent (the “Additional Expense Account”); and

WHEREAS, the parties desire that the Deposit Trustee be the depository for the receipt of the Sublease Rental Payments and:

- (1) deposit such Payments into the State Street Project Special Fund;
- (2) deem such Payments, to the extent paid, to be the payments of the Sublease Rental Payments in an equal amount by the Commission to the Corporation and the Lease Rental Payments in an equal amount by the Corporation to the Joint Board;
- (3) to the extent allocable to the debt service due on the Bonds, transfer moneys from the State Street Project Special Fund to the Bond Payment Account and deem such deposits to be deposits in the Bond Fund under the Indenture and the payment of debt service on the Bonds; and
- (4) to the extent allocable to Additional Rent, deposit such Payments into the Additional Expense Account and deem such deposits to be deposits in the Bond Fund under the Indenture;

WHEREAS, the parties desire that any draw made under the TIF Support Facility Agreement in order to pay a portion of a Sublease Rental Payment be paid directly to the Deposit

Trustee, which draw and payment shall be deemed to be a payment from the Foundation to the Commission pursuant to the TIF Support Facility Agreement; and

WHEREAS, the parties desire that the Deposit Trustee withdraw any amounts on deposit in the Bond Payment Account for the purpose of paying: (1) any obligations owed by the Joint Board to the Developer pursuant to the Public-Private Agreement or this Deposit Agreement, when due, which payments shall be deemed to be payments from the Joint Board to the Developer, pursuant to the Public-Private Agreement or this Deposit Agreement; and (2) to the extent there are insufficient funds on deposit in the Additional Expense Account for such purpose, the payment of any fees owed to the Bond Trustee pursuant to the Indenture or the Deposit Trustee pursuant to this Deposit Agreement, which payments to the Bond Trustee shall be deemed to be payments for such purpose pursuant to the Indenture; and

WHEREAS, the parties desire that the Deposit Trustee withdraw any amount on deposit in the Additional Expense Account for the purpose of:

(1) replenishing the Debt Service Reserve Fund, if necessary, in accordance with the terms of the Indenture;

(2) paying the fees and expenses of the Commission, the Corporation, the City, the Joint Board, the Bond Trustee and the Deposit Trustee incurred in connection with the Transaction, in accordance with the terms of the Sublease, the Lease, the Indenture and this Deposit Agreement, which payments shall be deemed to be payments under such documents, as applicable; and

(3) redeeming the Bonds, pursuant to the terms of the Indenture, which redemption, if any, shall be deemed to be a redemption of the Bonds under the Indenture; and

WHEREAS, the parties desire that, to the extent that there is any shortfall in the Bond Payment Account in order to pay the debt service on the Bonds, when due, due to the insufficiency of the TIF 1 Revenues or other legally available revenues of the Commission to pay the TIF 1 Pro Rata Share of the Sublease Rental Payments, when due, the Bond Trustee transfer any amount on deposit in the Debt Service Reserve Fund under the Indenture to the Deposit Trustee for deposit in the Bond Payment Account for the purpose of paying such debt service on the Bonds, which payments shall be deemed to be deposits in and transfers from the Bond Fund in order to pay debt service on the Bonds pursuant to the Indenture;

NOW, THEREFOR, in consideration of the mutual covenants herein contained, the Joint Board, the Developer, the City, the University, the Commission, the Corporation, the Foundation, the Bond Trustee and the Deposit Trustee hereby agree as follows:

Section 1. Definitions.

(a) The terms defined in this Section shall for all purposes of this Deposit Agreement have the meanings herein specified, unless the context otherwise requires.

“Additional Bonds” means any series of Additional Bonds issued by the City pursuant to the Indenture.

“Additional Expense Account” means the Additional Expense Account of the State Street Project Special Fund established pursuant to Section 3 hereof.

“Additional Rent” means the additional rent required to be paid as part of the Sublease Rental Payments and the Lease Rental Payments for the purpose of: (a) replenishing any shortfall in the amount required to be on deposit in the Debt Service Reserve Fund pursuant to the Indenture; (b) paying the fees and expenses of the Commission, the Corporation, the City, the Joint Board, the Bond Trustee and the Deposit Trustee incurred in connection with the Transaction; and (c) redeeming the Bonds.

“Assignment of Rents” means the assignment of rents from the Corporation to the Bond Trustee, whereby the Corporation assigns its rights to Sublease Rental Payments to the Bond Trustee.

“Authorized Joint Board Representative” shall mean the President or the Vice President of the Joint Board or any other person designated for such purpose in a resolution of the Joint Board.

“Authorized City Representative” means the Mayor or the Controller of the City or any other person designated in a resolution of the Common Council.

“Authorized Commission Representative” means the President or the Vice President of the Commission or any other person designated for such purpose in a resolution of the Commission.

“Authorized Corporation Representative” means the President or the Secretary/Treasurer of the Corporation or any other person designated for such purpose in a resolution of the Board of Directors of the Corporation.

“Authorized Foundation Representative” means the President or the Vice President of the Foundation or any other person designated for such purpose in a resolution of the Foundation.

“Authorized University Representative” means the President or the Executive Vice President of the University or any other person designated for such purpose in a resolution of the University.

“Bond Fund” means the Bond Fund established pursuant to the Indenture, from which the debt service on the Bonds shall be paid, when due.

“Bond Payment Account” means the Bond Payment Account of the State Street Project Special Fund established pursuant to Section 3 hereof.

“Bonds” means, as of any date, the 2016 Bonds and any Additional Bonds then outstanding under the Indenture.

“Bond Trustee” means The Huntington National Bank, in its capacity as the trustee under the Indenture, and any successor thereto.

“City” means the City of West Lafayette, Indiana.

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

“Commission” means the West Lafayette Redevelopment Commission established pursuant to the Redevelopment Commission Act, and any successor thereto.

“Collateral Agent” means _____, acting on behalf of the Lenders.

“Controller” means the Controller of the City.

“Corporation” means the West Lafayette Community Development Corporation, an Indiana nonprofit corporation, established pursuant to Indiana Code 23-17, as amended, and any successor thereto.

“Current Lease” means the Lease, dated as of _____ 1, 2016, between the Joint Board, as lessor, and the Corporation, as lessee.

“Current Sublease” means the Sub-Lease Agreement, dated as of _____ 1, 2016, between the Corporation, as lessor, and the Commission, as lessee.

“Debt Service Reserve Fund” means the Debt Service Reserve Fund established pursuant to the Indenture.

“Deposit Agreement” means this Deposit Agreement, dated as of _____ 1, 2016, among the Joint Board, the Developer, the City, the University, the Commission, the Corporation, the Foundation, the Bond Trustee and the Deposit Trustee, as it may hereafter be amended and supplemented.

“Deposit Trustee” means The Huntington National Bank, in its capacity as the trustee under this Deposit Agreement, and any successor thereto.

“Event of Default” means any of the events specified in Section 8 hereof to be an Event of Default.

“Existing Improvements” means the improvements currently located on the Site.

“Financing Agreement” means the Financing Agreement, to be entered into by the City and the Corporation, which provides for the technical repayment by the Corporation representing the credit of the proceeds of the Bonds and further provides for the Corporation’s repayment obligation to be evidenced by the Note.

“Fiscal Year” has the meaning ascribed to it in the Public-Private Agreement.

“Foundation” means the Purdue Research Foundation, a 501(c)(3) Indiana nonprofit corporation, established pursuant to Indiana Code 23-17, as amended, and any successor thereto.

“Implementing Agreements” means the Lease, the Sublease, the Indenture, the Financing Agreement, the TIF Support Facility Agreement, the Project Development Agreement and the Pledge Resolution.

“Indenture” means the Trust Indenture, to be entered into by the City and the Bond Trustee, pursuant to which the Bonds shall be issued, as it may hereafter be amended and supplemented.

“Interlocal Agreement” means the Interlocal Cooperation Agreement, dated as of March 12, 2014, as amended by the First Supplement to the Interlocal Agreement dated as of May 19, 2015, both between the City and the University, as it may hereafter be amended and supplemented.

“Joint Board” means the Interlocal Cooperation Board of the City of West Lafayette, Indiana and the Trustees of Purdue University, established pursuant to the Indiana Code 36-1-17, as amended, and the Interlocal Agreement, and any successor thereto.

“Lease” means, as of any date, the Current Lease, as it may then be amended and supplemented by any Supplemental Lease.

“Leased Premises” means, as of any date, the Site, the Existing Improvements and the additional improvements to be made as a result of the Project.

“Lease Rental Payments” means the rental payments due under the Lease.

“Lenders” has the meaning ascribed to it in the Public-Private Agreement.

“Maximum Availability Payment” has the meaning ascribed to it in the Public-Private Agreement.

“Note” means the Corporation's Series 2016 Note issued in favor of the City pursuant to the Financing Agreement, which the City has assigned to the Bond Trustee as security for the Bonds under the Indenture.

“Pledge Resolution” means Resolution No. ____ of the Commission pledging TIF 1 Revenues and TIF 2 Revenues and the Special Benefits Tax Revenues to the payment of the Sublease.

“Project” means the funding, management, oversight and procuring of the State Street Redevelopment Project.

“Project Development Agreement” means the Project Development Agreement Concerning the State Street Redevelopment Project, effective as of May 20, 2015, as amended

and supplemented by the _____ Project Development Agreement Concerning the State Street Redevelopment Project, effective as of _____, 2016, both among the City, the University, the Commission, the Foundation and the Joint Board, as it may hereafter be amended and supplemented.

“Public-Private Agreement” means the Public-Private Agreement, dated as of _____, 2016, between the Joint Board and the Developer, as it may hereafter be amended and supplemented.

“Qualified Investments” has the meaning ascribed to it in the Indenture.

“Recurring Termination Payment Schedule” has the meaning ascribed to it in the Public-Private Agreement.

“Redevelopment Commission Act” means Indiana Code 36-7-14, as amended.

“Site” means the site of the Project.

“Special Benefits Tax Revenues” means revenues from the levy of an ad valorem tax on all taxable property in the West Lafayette Redevelopment District, which is conterminous with the City of West Lafayette, and which the Commission has agreed in the Sublease to levy to the extent the TIF 1 Revenues are insufficient for the payment of the Sublease Rental Payments as set forth in the Sublease.

“State” means the State of Indiana.

“State Street Project Special Fund” means the fund by that name established pursuant to Section 3 hereof.

“Sublease” means, as of any date, the Current Sublease, as it may then be amended and supplemented by any Supplemental Sublease.

“Sublease Rental Payments” means the rental payments due under the Sublease.

“Supplemental Lease” means any Supplemental Lease, between the Joint Board, as lessor, and the Corporation, as lessee, for the purpose of amending and supplementing the Current Lease, and which may be entered into in connection with the issuance of Additional Bonds for the purpose of increasing the Lease Rental Payments in an amount sufficient to enable the City to pay the debt service on the Bonds, when due.

“Supplemental Sublease” means any Supplemental Sublease, between the Corporation, as lessor, and the Commission, as lessee, for the purpose of amending and supplementing the Current Sublease, and which may be entered into in connection with the issuance of Additional Bonds for the purpose of increasing the Sublease Rental Payments in an amount sufficient to enable the Corporation to pay the Lease Rental Payments, when due.

“Termination Compensation” has the meaning ascribed to it in the Public-Private Agreement.

“Termination Date” has the meaning ascribed to it in the Public-Private Agreement.

“TIF 1 Allocation Fund” means the Levee/Village Redevelopment Area Allocation Fund established for the TIF 1 Area, into which are deposited the TIF 1 Revenues.

“TIF 1 Area” means the identified geographic area, known as the “Levee/Village Redevelopment Area.”

“TIF 1 Pro Rata Share” has the meaning ascribed to it in the TIF Support Facility Agreement.

“TIF 1 Revenues” means the tax increment revenues to be collected in the TIF 1 Area.

“TIF Support Facility Agreement” means the TIF Support Facility Agreement, effective as of _____, 2016, between the Foundation and the Commission.

“TIF 2 Allocation Fund” means the West Lafayette 231 Purdue Economic Development Area Allocation Fund established for the TIF 2 Area, into which are deposited the TIF 2 Revenues.

“TIF 2 Area” means the identified geographic area, known as the “West Lafayette 231 Purdue Economic Development Area.”

“TIF 2 Pro Rata Share” has the meaning ascribed to it in the TIF Support Facility Agreement.

“TIF 2 Revenues” means the tax increment revenues to be collected in the TIF 2 Area.

“Transaction” means the transaction contemplated by this Deposit Agreement.

“2016 Bonds” means the Taxable Economic Development Revenue Bonds, Series 2016 (State Street Redevelopment Project), to be issued by the City pursuant to the Indenture.

“University” means The Trustees of Purdue University.

(b) Any term not defined herein, which is defined in the Sublease, the Lease or the Indenture, shall have the meaning as defined in such agreement.

Section 2. Granting Clause.

(a) In accordance with Indiana Code 5-1-14-4, as amended, the Joint Board hereby pledges and assigns unto the Developer as security for all the obligations owed and then due and payable by the Joint Board to the Developer pursuant to the Public-Private Agreement and this Deposit Agreement all amounts on deposit in the Bond Payment Account, except to the extent provided in Section 5(c)(i)(B) hereof. The Joint Board acknowledges that the Developer will pledge and assign its interest in all amounts on deposit in the Bond Payment Account, except to the extent provided in Section 5(c)(i)(B) hereof, to the Collateral Agent, as security for all

obligations owed and then due and payable by the Developer to the Lenders pursuant to the relevant financing agreements entered into by the Developer and the Lenders.

(b) The City hereby pledges and assigns unto the Commission, the Corporation, the Joint Board, the Bond Trustee and the Deposit Trustee as security for all the fees and expenses, which are incurred in connection with this Transaction and which are owed and then due and payable thereto pursuant to the terms of the Sublease, the Lease, the Indenture and this Deposit Agreement, all amounts on deposit in the Additional Expense Account.

Section 3. State Street Project Special Fund; Accounts.

(a) There is hereby created a fund to be held by the Deposit Trustee and designated as the “State Street Project Special Fund.” Within the State Street Project Special Fund there shall be maintained the Bond Payment Account and the Additional Expense Account.

(b) The Commission, the Corporation, the Joint Board and the Bond Trustee hereby acknowledge and agree that the payment of Sublease Rental Payments, to the extent made, by the Commission to the Deposit Trustee for deposit into the State Street Project Special Fund, shall be deemed to be payment of Sublease Rental Payments from the Commission to the Corporation under the Sublease and shall simultaneously constitute payment of the Lease Rental Payments from the Corporation to the Joint Board under the Lease.

(c) The Commission, the Corporation, the City, the Joint Board and the Bond Trustee hereby acknowledge and agree that the payment of the Sublease Rental Payments, to the extent made by the Commission to the Deposit Trustee for deposit into the State Street Project Special Fund, shall be deemed to be payments to the City by the Corporation under the Note.

(d) The Commission and the Foundation hereby acknowledge and agree that the payment of any draw under the TIF Support Facility Agreement in order to pay a portion of a Sublease Rental Payment directly to the Deposit Trustee shall be deemed to be a payment from the Foundation to the Commission pursuant to the TIF Support Facility Agreement.

(e) The Bond Trustee and the Joint Board hereby acknowledge and agree that the transfer of moneys from the State Street Project Special Fund to the Bond Payment Account shall simultaneously be deemed to be deposits in the Bond Fund under the Indenture and the payment of debt service on the Bonds.

(f) The Bond Trustee and the Joint Board hereby acknowledge and agree that the transfer of moneys from the State Street Project Special Fund to the Additional Expense Account shall be deemed to be deposits in the Bond Fund under the Indenture.

(g) No provision herein shall be interpreted in any manner that would cause the Sublease, the Lease, the Indenture, the TIF Support Facility Agreement, the Project Development Agreement or the Bonds to constitute indebtedness of the Joint Board, the City or the University within the meaning of Article X or XIII of the Constitution of the State.

Section 4. Deposits into the State Street Project Special Fund.

(a) The Corporation authorizes the Deposit Trustee, on behalf and for the benefit of the Corporation, to collect the Sublease Rental Payments made by the Commission. The Corporation hereby directs the Commission and the Commission hereby agrees to wire all such Sublease Rental Payments to the Deposit Trustee to the account set forth below or to such other account as may be set forth in a written notice from the Deposit Trustee to an Authorized Corporation Representative and an Authorized Commission Representative.

The Huntington National Bank
ABA Number: _____
Account Number: _____
Attention: _____
Re: _____

(b) The Commission authorizes the Deposit Trustee, on behalf and for the benefit of the Commission, to collect any draws made by the Commission under the TIF Support Facility Agreement, so long as the TIF Support Facility Agreement is then in effect, in order to pay a portion of a Sublease Rental Payment. The Commission hereby directs the Foundation and the Foundation hereby agrees to wire all such draws to the Deposit Trustee to the account set forth in subsection (a) above or to such other account as may be set forth in a written notice from the Deposit Trustee to an Authorized Commission Representative and an Authorized Foundation Representative.

Section 5. Bond Payment Account.

(a) Deposits to the State Street Project Special Fund pursuant to Section 4 hereof shall be applied to make the following deposit to the Bond Payment Account. The Deposit Trustee shall deposit all amounts received for deposit into the State Street Project Special Fund hereunder into the Bond Payment Account until the aggregate amount deposited shall equal the debt service next due on the Bonds.

(b) To the extent that there is any shortfall in the Bond Payment Account in order to pay the debt service on the Bonds, when due, due to the insufficiency of the TIF 1 Revenues or other legally available revenues of the Commission to pay the TIF 1 Pro Rata Share of the Sublease Rental Payments, when due, the Bond Trustee shall transfer any amount on deposit in the Debt Service Reserve Fund under the Indenture to the Deposit Trustee for deposit in the Bond Payment Account for the purpose of paying such debt service on the Bonds. The City, the Joint Board and the Bond Trustee hereby acknowledge and agree that any such payments shall be deemed to be deposits in and transfers from the Bond Fund in order to pay debt service on the Bonds pursuant to the Indenture.

(c) (i) The Deposit Trustee shall withdraw amounts in the Bond Payment Account to pay:

(A) any obligations owed by the Joint Board to the Developer pursuant to the Public-Private Agreement or this Deposit Agreement, when due, and the Joint Board and the Developer hereby acknowledge and agree that any such payments shall be deemed to be

payments from the Joint Board to the Developer, pursuant to the Public-Private Agreement or this Deposit Agreement; or

(B) to the extent there are insufficient funds on deposit in the Additional Expense Account for such purpose, the payment of any fees owed to the Bond Trustee pursuant to the Indenture or the Deposit Trustee pursuant to this Deposit Agreement, and the Bond Trustee hereby acknowledges and agrees that any such payments to the Bond Trustee, shall be deemed to be payments for such purpose pursuant to the Indenture.

(ii) The Joint Board hereby directs the Deposit Trustee and the Deposit Trustee hereby agrees to wire any amounts on deposit in the Bond Payment Account owed by the Joint Board to the Developer pursuant to the Public-Private Agreement or this Deposit Agreement within two business days of receiving written direction to do so from the Joint Board to the account set forth below or to such other account as may be set forth in a written notice from the Joint Board to the Deposit Trustee.

[Name of Developer's Bank]
ABA Number: _____
Account Number: _____
Attention: _____
Re: _____

Section 6. Additional Expense Account.

(a) After making the required deposits to the Bond Payment Account described in Section 5 hereof, the Deposit Trustee shall deposit the remaining amounts received for deposit in the State Street Project Special Fund hereunder to the Additional Expense Account.

(b) The Deposit Trustee shall withdraw amounts in the Additional Expense Account in the following order of priority:

(i) to replenish the Debt Service Reserve Fund, if necessary, in accordance with the terms of the Indenture;

(ii) to pay the fees and expenses of the Commission, the Corporation, the City, the Joint Board, the Bond Trustee and the Deposit Trustee incurred in connection with the Transaction, in accordance with the terms of the Sublease, the Lease, the Indenture and this Deposit Agreement, which payments shall be deemed to be payments under such documents, as applicable; and

(iii) redeeming the Bonds, pursuant to the terms of the Indenture, which redemption, if any, shall be deemed to be a redemption of the Bonds under the Indenture.

(c) The Joint Board hereby directs the Deposit Trustee and the Deposit Trustee hereby agrees to pay any amounts on deposit in the Additional Expense Account to pay the fees and expenses of the Commission, the Corporation, the City, the Joint Board, the Bond Trustee and the Deposit Trustee incurred in connection with the Transaction, in accordance with the

terms of the Sublease, the Lease, the Indenture and this Deposit Agreement, within five business days of receiving written notice thereof from any such party to the party and address or in accordance with the wire instructions set forth in such notice.

Section 7. Investment of Funds in the State Street Project Special Fund.

(a) The Deposit Trustee shall invest money in the accounts of the State Street Project Special Fund held by it in such Qualified Investments as may be directed by the President of the Joint Board (such direction to be confirmed in writing). The Deposit Trustee may conclusively rely upon such instructions as to both the suitability and legality of the directed investments. The Deposit Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries. Any income from investments of an account shall be retained in such account and applied in the same manner as any other funds therein.

(b) The Deposit Trustee covenants and agrees to provide to the Joint Board, the Developer, the City, the University, the Commission, the Corporation and the Foundation, prior to the 20th day of the month, a statement of the amount on deposit in each fund and account as of the first day of that month and of the total deposits to and withdrawals from each fund and account during the preceding month. Although the Joint Board, the Developer, the City, the University, the Commission, the Corporation and the Foundation each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the parties hereby agree that confirmations of permitted investments are not required to be issued by the Deposit Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 8. Events of Default.

(a) Each of the following is an Event of Default:

(i) failure of the Commission or the City to transfer moneys to the Deposit Trustee for deposit into the State Street Project Special Fund as provided in this Deposit Agreement within 10 days of the due date thereof;

(ii) failure of the Joint Board to provide written direction to the Deposit Trustee to wire amounts from the Bond Payment Account to the Developer pursuant to Section 5(c)(ii) hereof, with respect to any portion of such amount owed to the Developer that is not then subject to dispute pursuant to the terms of the Public-Private Agreement, within 10 days of the due date thereof under the Public-Private Agreement; and

(iii) failure of the Joint Board, the City, the University, the Commission, the Corporation or the Foundation to duly and punctually perform or observe any other of the covenants, agreements or conditions contained in this Deposit Agreement, the effect of which would materially adversely affect the payment of the obligations owed by the Deposit Trustee pursuant to this Deposit Agreement, and which continues for thirty (30) days after written notice thereof by the Deposit Trustee to such non-performing party; provided that, if such failure shall be such that it can be corrected, but it cannot be corrected within such thirty (30) day period, it

shall not constitute an Event of Default if corrective action is instituted within such period and corrective action is diligently pursued until the failure is corrected.

(b) The Deposit Trustee shall promptly give notice setting forth the nature of the Event of Default, including the party in default (the “Defaulting Party”), to all parties to this Deposit Agreement.

(c) The Deposit Trustee may, or upon the request of any party to this Deposit Agreement shall, file suit against the Defaulting Party for specific performance or mandatory injunction or for the enforcement of any other legal or equitable right as the Deposit Trustee shall determine, the selection of which remedy or remedies may be based upon the advice of counsel to the Deposit Trustee.

Section 9. Deposit Trustee. The Deposit Trustee hereby accepts the trusts imposed upon it by this Deposit Agreement and agrees to perform said trusts, upon and subject to the following express terms and conditions:

(a) The Deposit Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Deposit Agreement and shall exercise such of the rights and powers vested in it by this Deposit Agreement and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs; provided, however, the Deposit Trustee, prior to the occurrence of an Event of Default and after the curing 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 Deposit Agreement.

(b) The Deposit Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys or agents, but shall not be answerable for the misconduct, gross negligence, or negligence of the same if such attorneys or agents have been appointed by the Deposit Trustee with due care, 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 employees as may reasonably be employed in connection with the trust hereof. The Deposit Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Joint Board, the City or the University) and shall not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith in reliance upon such opinion or advice.

(c) The Deposit 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 Joint Board, the Developer, the City, the University, the Commission, the Corporation or the Foundation, except as hereinafter set forth. The Deposit Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Deposit Agreement.

(d) The Deposit 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.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceedings, the Deposit Trustee shall be entitled to rely upon a certificate signed on behalf of the Joint Board, the Developer, the City, the University, the Commission, the Corporation or the Foundation, or by an officer of the Joint Board, the Developer, the City, the University, the Commission, the Corporation or the Foundation or such other person as may be designated for such purpose by resolution of the Joint Board, the Developer, the City, the University, the Commission, the Corporation or the Foundation as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Deposit Trustee has been notified as provided in subsection (g) below, or of which by said subsection it is deemed to have notice, 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 Deposit Trustee may accept a certificate of the Secretary of the Joint Board, the Secretary of the Developer, the City Clerk of the City, the Secretary of the University, the Secretary of the Commission, the Secretary of the Commission or the Secretary of the Foundation, to the effect that a resolution in the form therein set forth has been adopted by the Joint Board, the Developer, the City, the University, the Commission, the Corporation or the Foundation, as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

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

(g) The Deposit Trustee shall be presumed to have knowledge of and upon the occurrence of an Event of Default set forth in Section 8(a)(i) hereof, but shall not be presumed to have knowledge of any other default or Event of Default unless the Deposit Trustee shall be specifically notified in writing of such default by the Joint Board, the Developer, the City, the University, the Commission, the Corporation, the Foundation or the Bond Trustee.

(h) At any and all reasonable times the Deposit Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to inspect all books, papers and records of the Joint Board, the City, the University, the Commission, the Corporation and the Foundation related to this Transaction and to take such memoranda from and in regard thereto as may be desired.

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

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

(k) Before taking any action under Section 8 hereof (other than giving notice), the Deposit Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the Deposit Trustee's negligence or willful misconduct, by reason of any action so taken.

(l) All moneys received by the Deposit Trustee shall, until used or applied as herein provided, 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 this Deposit Agreement or law.

Section 10. Fees, Charges and Expenses of Deposit Trustee. The Deposit Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Deposit Trustee in connection with such services.

Section 11. Successor Deposit Trustee. Any corporation or association into which the Deposit Trustee may be converted or 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 conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Deposit Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 12. Resignation by Deposit Trustee. The Deposit Trustee and any successor Deposit Trustee may at any time resign from the trusts hereby created by giving written notice delivered or mailed to the Joint Board, the Developer, the City, the University, the Commission, the Corporation, the Foundation and the Bond Trustee, and such resignation shall take effect at the appointment of a successor Deposit Trustee pursuant to Section 14 hereof and acceptance by the successor Deposit Trustee. Such written notice may be served personally or sent by registered or certified mail.

Section 13. Removal of Deposit Trustee. The Deposit Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Deposit Trustee and to the Joint Board, and signed by an Authorized City Representative, an Authorized University Representative or, on and after the Termination Date under the Public-Private Agreement, the Developer, and such removal shall take effect at the appointment of a successor Deposit Trustee pursuant to Section 14 hereof and acceptance by the successor Deposit Trustee.

Section 14. Appointment of Successor Deposit Trustee.

(a) In case the Deposit Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by an Authorized City

Representative. Every such Deposit Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank authorized to act as Deposit Trustee within the State of Indiana having a reported capital, surplus and undivided profits of not less than Fifty Million Dollars (\$50,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms. If no successor Deposit Trustee shall be so appointed and have accepted appointment within sixty (60) days after the giving of written notice by the resigning Deposit Trustee as aforesaid, the resigning Deposit Trustee may petition any court of competent jurisdiction for the appointment of a successor.

(b) Every successor Deposit Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also the Joint Board, the Developer, the City, the University, the Commission, the Corporation, the Foundation and the Bond Trustee an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all of the properties, rights, powers, trusts, duties and obligations of its predecessor, but such predecessor shall nevertheless, on the written request of the Joint Board, the Developer, the City, the University, the Commission, the Corporation, the Foundation, the Bond Trustee or its successor, execute and deliver an instrument transferring to such successor Deposit Trustee all the properties, rights, powers, and trusts of such predecessor hereunder, and every predecessor Deposit Trustee shall deliver all securities and moneys held by it as Deposit Trustee hereunder to its successor. Should any instrument in writing from the Joint Board, the Developer, the City, the University, the Commission, the Corporation, the Foundation or the Bond Trustee be required by any successor Deposit Trustee for more fully and certainly vesting in such successor the properties, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instrument in writing shall, on request, be executed, acknowledged and delivered on behalf of the the Joint Board, the Developer, the City, the University, the Commission, the Corporation, the Foundation or the Bond Trustee.

Section 15. Supplemental Deposit Agreements with Consent of Developer.

(a) The Joint Board, the City, the University, the Commission, the Corporation, the Foundation, the Bond Trustee and the Deposit Trustee may, with the consent of the Developer, the consent of which shall not be unreasonably withheld, together with the Developer, enter into an agreement or agreements supplemental to this Deposit Agreement as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(i) To make any changes or corrections in this Deposit Agreement as to which the Joint Board, the City and the University shall have been advised by counsel that the same are required for the purpose of curing or correcting any ambiguity, defective or inconsistent provision, omission, mistake or manifest error contained in this Deposit Agreement, as are necessary or desirable;

(ii) To add covenants and agreements of the parties hereto for the purpose of further securing the payment of any obligations owed to the Developer;

(iii) To surrender any right, power or privilege reserved to or conferred upon the Joint Board, the City, the University, the Commission, the Corporation or the Foundation by the terms of this Deposit Agreement;

(iv) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Deposit Agreement;

(v) To grant or to confer upon the Developer any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon the Developer, or to grant to or confer upon the Bond Trustee or the Deposit Trustee for the benefit of the Developer any additional rights, duties, remedies, power or authority;

(vi) To make any changes or modifications hereof or amendments, additions or deletions hereto which may be required to permit this Deposit Agreement to be qualified under the Trust Indenture Act of 1939 of the United States of America or laws analogous thereto applicable to bonds issued by governmental bodies;

(vii) To pledge additional moneys, properties or revenues to the lien of this Deposit Agreement; and

(viii) To make any other change in this Deposit Agreement, which, in the combined judgment of the Joint Board, the City, the University, the Commission, the Corporation, the Foundation, the Bond Trustee and the Deposit Trustee, does not have an adverse effect on the Bond Trustee, the Deposit Trustee or the Developer.

(b) The Joint Board, the City, the University, the Commission, the Corporation, the Foundation, the Bond Trustee and the Deposit Trustee, may, with the consent of the Developer, the consent of which may be withheld in its sole and exclusive discretion, together with the Developer, enter into an agreement or agreements supplemental to this Deposit Agreement for any purpose not set forth in subsection (a) above.

Section 16. Termination of the Public-Private Agreement. On and after the Termination Date, the Joint Board covenants to continue to pay any obligations then owed by the Joint Board to the Developer pursuant to the Public-Private Agreement, including any Termination Compensation owed in accordance with the Recurring Termination Payment Schedule, pursuant to and in accordance with this Deposit Agreement and the provisions of the Public-Private Agreement that survive the termination of the Public-Private Agreement, including, without limitation, to the extent applicable, Sections 19.7, 19.8, 19.9, 19.10, 19.11 and 19.12 of, and Exhibits 2-J, 9 and 14 to, the Public-Private Agreement. In the event the just and reasonable rent due under the Lease as Lease Rental Payments or under the Sublease as Sublease Rental Payments is determined to be less than what is owed by the Joint Board to the Developer pursuant to the Recurring Termination Payment Schedule, the Joint Board will covenant to seek appropriations from the City or additional funds from the University in order to make up any deficiencies in the ability to make the payments in accordance with the Recurring Termination Payment Schedule.

Section 17. Early Termination.

(a) If the Joint Board shall pay or cause to be paid all obligations or provide for the payment of all obligations owed to the Developer under the Public-Private Agreement and this Deposit Agreement and the City shall pay or cause to be paid to the Commission, the Corporation, the Joint Board, the Bond Trustee and the Deposit Trustee all the fees and expenses, which are incurred in connection with this Transaction and which are owed and due and payable thereto pursuant to the terms of the Sublease, the Lease, the Indenture and this Deposit Agreement, and the Joint Board and the City shall keep, perform and observe all of the covenants and promises in this Deposit Agreement, then this Deposit Agreement shall be terminated and no longer in effect, any and all liens set forth herein shall be released, and all obligations of the Joint Board, the City, the University, the Commission, the Corporation and the Foundation shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Upon the termination of this Deposit Agreement pursuant to subsection (a) above, the Deposit Trustee shall cause an accounting for such period or periods as shall be requested by Joint Board, the City, the University, the Commission, the Corporation or the Foundation to be prepared and delivered to such party, and upon request of the Joint Board, the City, the University, the Commission, the Corporation or the Foundation shall execute and deliver all such instruments as may be desirable to evidence such discharge and satisfaction, and the Deposit Trustee shall pay over or deliver to the Commission all moneys or securities held by it pursuant to this Deposit Agreement.

Section 18. Redemption of Bonds. The City covenants that it will not call the Bonds for redemption pursuant to the terms of the Indenture, without the consent of the Developer, unless such redemption will fulfill the purposes of effectuating: (a) the payment of all obligations then owed by the Joint Board to the Developer pursuant to the Public-Private Agreement and this Deposit Agreement; and (b) the termination of the Public-Private Agreement and this Deposit Agreement.

Section 19. Amendments or Supplements to Documents.

(a) The Joint Board covenants that it will not consent to any amendment to the Indenture or the Bonds, to which it has the right to consent pursuant to the terms of the Indenture, without the consent of the Developer. The Bond Trustee covenants to provide the Developer any amendment to the Indenture within 10 days after the date of such amendment.

(b) The Commission and the Corporation covenant not to amend the Sublease in a manner that would adversely affect the ability of the Joint Board to pay its obligations to the Developer pursuant to the terms of the Public-Private Agreement or this Deposit Agreement, when due, without the consent of the Developer. The Commission covenants to provide the Developer any amendment to the Sublease within 10 days after the date of such amendment.

(c) The Corporation and the Joint Board covenant not to amend the Lease in a manner that would adversely affect the ability of the Joint Board to pay its obligations to the Developer pursuant to the terms of the Public-Private Agreement or this Deposit Agreement, when due, without the consent of the Developer. The Joint Board covenants to provide the Developer any amendment to the Lease within 10 days after the date of such amendment.

(d) The Foundation and the Commission covenant not to amend the TIF Support Facility Agreement in a manner that would adversely affect the ability of the Joint Board to pay its obligations to the Developer pursuant to the terms of the Public-Private Agreement or this Deposit Agreement, when due, without the consent of the Developer. The Commission covenants to provide the Developer any amendment to the TIF Support Facility within 10 days after the date of such amendment.

(e) The City, the University, the Commission, the Foundation and the Joint Board covenant not to amend the Project Development Agreement in a manner that would adversely affect the ability of the Joint Board to pay its obligations to the Developer pursuant to the terms of the Public-Private Agreement or this Deposit Agreement, when due, without the consent of the Developer. The City covenants to provide the Developer any amendment to the Project Development Agreement within 10 days after the date of such amendment.

(f) The City and the University covenant not to amend the Interlocal Agreement in a manner that would adversely affect the ability of the Joint Board to pay its obligations to the Developer pursuant to the terms of the Public-Private Agreement or this Deposit Agreement, when due, without the consent of the Developer. The City covenants to provide the Developer any amendment to the Interlocal Agreement within 10 days after the date of such amendment.

(g) The City and the Corporation covenant not to amend the Financing Agreement in a manner that would adversely affect the ability of the Joint Board to pay its obligations to the Developer pursuant to the terms of the Public-Private Agreement or this Deposit Agreement, when due, without the consent of the Developer. The City covenants to provide the Developer any amendment to the Interlocal Agreement within 10 days after the date of such amendment.

Section 20. Addresses for Notices and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Joint Board, the Developer, the City, the University, the Commission, the Corporation, the Foundation, the Bond Trustee and the Deposit Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Deposit Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Joint Board: Don R. Peterson
Member of the Joint Management Team
Freehafer Hall of Administrative Services
401 S. Grant St.
West Lafayette, IN 47907

To the Developer:

Attention: _____

Lease by reference and shall be deemed a part of the Lease. The provisions of this Deposit Agreement relating to the rights, duties and obligations of the Corporation and the Commission are incorporated into the Sublease by reference and shall be deemed a part of the Sublease. The provisions of this Deposit Agreement relating to the rights, duties and obligations of the Foundation and the Commission are incorporated into the TIF Support Facility Agreement by reference and shall be deemed a part of the TIF Support Facility Agreement.

Section 22. Special Covenants.

(a) Each party hereto agrees to comply with its respective obligations under each Implementing Agreement to which it is a party and to take such steps as are within that party's power to give effect to the Implementing Agreements and effect any changes as are necessary to any of the Implementing Agreements to give effect to the intent of the parties as set forth in the recitals to this Deposit Agreement.

(b) Each party hereto agrees that it shall not pledge, assign, grant a lien on, grant a security interest in or otherwise encumber its interest (to the extent an interest exists) in the TIF 1 Revenues, the TIF 2 Revenues, the Sublease Rental Payments, the principal and interest received from the Bonds, the funds on deposit in the State Street Project Special Fund or any other funds dedicated for payment by the Joint Board to the Developer pursuant to the Public-Private Agreement, other than as contemplated pursuant to the Implementing Agreements.

(c) Without limiting its covenant in subsection (a) above, the Bond Trustee agrees that:

(i) pursuant to the Indenture, in advance of each date on which the Sublease Rental Payments are due, the Bond Trustee shall submit a request to the Controller to withdraw from the TIF 1 Allocation Fund and the TIF 2 Allocation Fund the amounts necessary to pay the Sublease Rental Payments when due;

(ii) to the extent there is a shortfall in TIF 1 Revenues or other legally available revenues of the Commission to pay the TIF 1 Pro Rata Share of the Sublease Rental Payments, when due, which results in a shortfall in the Bond Fund to pay debt service on the Bonds when due, then, pursuant to Section 4.4 of the Indenture, the Bond Trustee shall transfer any amount on deposit in the Debt Service Reserve Fund under the Indenture to the Deposit Trustee for deposit in the Bond Payment Account for the purpose of paying such debt service on the Bonds; and

(iii) if the remaining balance in the Debt Service Reserve Fund is less than the Reserve Requirement (as defined in the Indenture) due to a withdrawal from the Debt Service Reserve Fund as described in subsection (c)(ii) above, as required under Section 4.4 of the Indenture, the Bond Trustee shall promptly provide the relevant written notices to (A) the Corporation demanding payment in the amount of the deficit in the Debt Service Reserve Fund at least ninety days before the next Interest Payment Date (as defined in the Indenture) and (B) to the Commission that it should promptly take such actions required under the Pledge Resolution to enable the replenishment of the Debt Service Reserve Fund.

(d) Without limiting its covenant in subsection (a) above, the Commission agrees that:

(i) upon notice from the Bond Trustee that there has been a draw on the Debt Service Reserve Fund due to an insufficiency of TIF 1 Revenues, it shall comply with its obligation pursuant to the Pledge Resolution and the Sublease and promptly take the necessary steps to levy the Special Benefits Tax (as defined in the Sublease) and upon receipt of the Special Benefits Tax Revenues, apply such Special Benefits Tax Revenues to the replenishment of the Debt Service Reserve Fund;

(ii) in the event and to the extent the TIF 2 Revenues are insufficient to pay the TIF 2 Pro Rata Share of the Sublease Rental Payments, when due, the Commission shall:

(A) exercise its right pursuant to Article 5 of the TIF Support Facility Agreement to draw under the TIF Support Facility Agreement, so long as the TIF Support Facility Agreement is then in effect, in order to fund the amount of the shortfall and pay debt service on the Bonds when due; and

(B) to the extent necessary to pay any such shortfall after the draw, if any, described in clause (A) above, draw on the reserve required to be established pursuant to Section 5.4 of the Project Development Agreement;

(iii) to the extent the Controller, on behalf of the Commission, is required to make a draw under the TIF Support Facility Agreement in the amount necessary to pay such shortfall described in subsection (d)(ii) above, the Commission shall take all necessary and prompt action to cause the Controller to make the required draw under the TIF Support Facility Agreement, so long as the TIF Support Facility Agreement is then in effect;

(iv) it shall take all necessary and prompt action to cause the transfer on each January 15 and July 15, beginning July 15, 2018, of all TIF 1 Revenues and all TIF 2 Revenues required for Sublease Rental Payments for the next succeeding six months to the Deposit Trustee; and

(v) in the event property is substituted for other property constituting the Leased Premises in order to avoid the abatement of rent under the Sublease, it shall promptly provide notice thereof to the other parties hereto.

(e) Without limiting its covenant in subsection (a) above, the City agrees that it shall take all necessary and prompt action to cause the Controller to transfer the TIF 1 Revenues to the TIF 1 Allocation Fund and the TIF 2 Revenues to the TIF 2 Allocation Fund.

(f) Without limiting its covenant in subsection (a) above, the Corporation agrees that:

(i) it shall perform its obligation under the Assignment of Rents and to take all necessary and prompt action to cause the transfer of its Sublease Rental Payments to the Deposit Trustee; and

(ii) it shall not amend its articles of incorporation or bylaws to provide that it is created for any purpose other than one in connection with the Transaction.

(g) Without limiting its covenant in subsection (a) above, the Joint Board agrees that:

(i) prior to the termination of the Public-Private Agreement, in the event the amount then owed by it to the Developer is in excess of the amount then on deposit in the Bond Payment Account and the then effective Maximum Availability Payment is in excess of the debt service then due on the Bonds in such Fiscal Year, the Joint Board shall promptly request the Commission and the City to take the steps necessary to issue a series of Additional Bonds, so that, upon the issuance of such series of Additional Bonds, the aggregate debt service due on the Bonds, in such Fiscal Year and every Fiscal Year thereafter, is equal to or in excess of the then effective Maximum Availability Payment; and

(ii) it shall not assign its rights under the Lease, the Indenture, the Bonds or the Deposit Agreement without the consent of the Developer.

Section 23. Successors and Assigns. This Deposit Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that:

(a) no party may assign or transfer its rights or obligations hereunder without the prior written consent of the other parties hereto (and any such attempted assignment or transfer without such consent shall be null and void), except as otherwise provided pursuant to clause (b) below, and

(b) the Developer may, at its option and without any consent from the other parties hereto, assign its rights hereunder to the Collateral Agent on behalf of the Lenders, so long as the Developer and the Collateral Agent provide notice thereof and evidence of the acceptance of such assignment by the Collateral Agent to the other parties hereto; provided that no such assignment shall relieve the Developer of any of its obligations hereunder.

Section 24. Severability. If any provision of this Deposit Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 25. Counterparts. This Deposit Agreement 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 26. Governing Law. This Deposit Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the undersigned have caused this Deposit Agreement for and on their behalf, all as of the date and year first written above.

THE INTERLOCAL COOPERATION
BOARD OF THE CITY OF WEST
LAFAYETTE, INDIANA AND THE
TRUSTEES OF PURDUE
UNIVERSITY

By: _____
David Buck, President

Attest:

Abby Daniels, Secretary

[DEVELOPER]

By: _____

Printed: _____

Title: _____

CITY OF WEST LAFAYETTE, INDIANA

By: _____
John Dennis, Mayor

By: _____
_____, City Clerk

THE TRUSTEES OF PURDUE
UNIVERSITY

By: _____
William E. Sullivan, Executive Vice
President and Treasurer

WEST LAFAYETTE REDEVELOPMENT

COMMISSION

By: _____
Larry Oakes, President

Attest:

Steve Curtis, Secretary

WEST LAFAYETTE COMMUNITY
DEVELOPMENT CORPORATION

By: _____
_____, President

Attest:

_____, Secretary

PURDUE RESEARCH FOUNDATION

By: _____
Daniel J. Hasler, President & Chief
Entrepreneurial Officer

Attest:

Judith G. Hall, Secretary

THE HUNTINGTON NATIONAL BANK,
as Bond Trustee and Deposit Trustee

By: _____

Printed: _____

Title: _____

Attest:

Printed: _____

Title: _____

**REPORT OF THE CITY OF WEST LAFAYETTE
ECONOMIC DEVELOPMENT COMMISSION CONCERNING
THE PROPOSED FINANCING OF ECONOMIC DEVELOPMENT
FACILITIES FOR THE WEST LAFAYETTE COMMUNITY DEVELOPMENT
CORPORATION**

The City of West Lafayette Economic Development Commission (the “Commission”) proposes to recommend to the Common Council of the City of West Lafayette, Indiana (the “City”), that it issue certain economic development revenue bonds to be purchased by The Interlocal Cooperation Board of the City of West Lafayette, Indiana and the Trustees of Purdue University, for the benefit of the West Lafayette Community Development Corporation (the “Applicant”), for the financing of certain economic development facilities in the City.

In connection therewith, the Commission hereby reports as follows:

A. The proposed economic development facilities consist of the financing of the State Street Redevelopment Project located in the City (the “Project”).

B. The Commission estimates that no public works or services, including public ways, schools, water, sewer, street lights and fire protection, will be made necessary or desirable by the Project, because any such works or services already exist or will be provided by the Project itself or by Applicant or other parties.

C. The Commission estimates that the total cost of financing the Project, including equipment therein, will be approximately \$78,000,000.

D. The Commission estimates that undertaking the Project will create or retain many jobs in the City, including construction jobs during the Project construction.

E. The Commission finds that the Project will not have a material adverse competitive effect on similar facilities already constructed or operating in the City of West Lafayette, Indiana.

Adopted this 7th day of December, 2015.

Secretary, City of West Lafayette
Economic Development Commission