In the opinion of Ice Miller LLP, Bond Counsel, under existing statutes, regulations, judicial decisions and published rulings, interest on the Notes (as hereinafter defined) is excludable from gross income for federal tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the issue date of the Notes (the “Code”). Such exclusion is conditioned on continuing compliance with certain tax covenants of the Bond Bank and the Qualified Entities (each as hereinafter defined). In the opinion of Ice Miller LLP, under existing statutes, regulations, judicial decisions and rulings, interest on the Notes is exempt from income taxation in the State of Indiana. See “Tax Matters” herein and Appendix A.

$111,850,000
THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK NOTES
Series 2009I-J and Series 2010A-D

Dated: Date of Delivery

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Due Date</th>
<th>Price</th>
<th>Yield</th>
<th>CUSIP*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series 2009I</td>
<td>.270%</td>
<td>$14,250,000</td>
<td>100.000%</td>
<td>.270%</td>
</tr>
<tr>
<td>Series 2009J</td>
<td>.270%</td>
<td>10,700,000</td>
<td>100.000%</td>
<td>.270%</td>
</tr>
<tr>
<td>Series 2010A</td>
<td>.370%</td>
<td>$39,425,000</td>
<td>100.000%</td>
<td>.370%</td>
</tr>
<tr>
<td>Series 2010B</td>
<td>.370%</td>
<td>34,875,000</td>
<td>100.000%</td>
<td>.370%</td>
</tr>
<tr>
<td>Series 2010C</td>
<td>.370%</td>
<td>6,250,000</td>
<td>100.000%</td>
<td>.370%</td>
</tr>
<tr>
<td>Series 2010D</td>
<td>.370%</td>
<td>6,350,000</td>
<td>100.000%</td>
<td>.370%</td>
</tr>
</tbody>
</table>

The Indianapolis Local Public Improvement Bond Bank Notes, Series 2009I-J, 2010A-J, 2010B, 2010C and 2010D (collectively, the “Notes”) are issued as fully registered notes and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests in the Notes will be made in book-entry form only, in denominations of $25,000 or any integral multiple thereof. Purchasers of beneficial interests in the Notes (the “Beneficial Owners”) will not receive physical delivery of certificates representing their interests in the Notes. Principal of and interest on the Notes will be paid at maturity directly to DTC by UMB Bank, N.A., Trustee, as long as DTC or its nominee is the registered owner of the Notes. The final disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility of the Participants and the Indirect Participants, all as defined and more fully described under the caption “The Notes - Book-Entry System.”

The Series 2009I Notes and Series 2009J Notes (collectively, the “Rollover Notes”) are not subject to redemption prior to maturity. The Series 2010A Notes, Series 2010B Notes, Series 2010C Notes and Series 2010D Notes (collectively, the “2010 Notes”) are subject to redemption on or after June 30, 2010, at any time with 20 days’ prior notice, at par.

The Notes have been authorized by a resolution adopted by the Board of Directors of The Indianapolis Local Public Improvement Bond Bank (the “Bond Bank”) on November 16, 2009 and issued under and secured by a Note Indenture, dated as of December 1, 2009 (the “Indenture”), all pursuant to the laws of the State of Indiana, particularly Indiana Code, Title 5, Article 1.4 (the “Act”) for the purpose of providing funds to purchase the warrants of certain qualified entities located in Marion County, Indiana (the “Qualified Entities”). The warrants securing the 2010 Notes (collectively, the “2010 Warrants”) are issued in anticipation of the receipt of ad valorem property taxes levied in 2009 and in the course of collection in the first half of 2010 (the “2010 Taxes”). Because of a delay in property tax collections caused by Trending and the Special Reassessment (each as defined herein), the Rollover Notes are being issued to repay the warrants maturing December 31, 2009 (the “Rollover Warrants”), which were issued to finance the deficits incurred in 2009 and not yet repaid from ad valorem property taxes levied in 2008 and payable in the 2009 budget year which are still in the course of collection (the “2009 Taxes”). The Rollover Warrants and the 2010 Warrants are referred to collectively as the “Warrants”. Each Series of Notes will provide funds to purchase the Warrants of one Qualified Entity.


The Notes are offered when, as and if issued by the Bond Bank and received by the Underwriters, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Ice Miller LLP, Indianapolis, Indiana, Bond Counsel. Ice Miller LLP also serves as Bond Counsel to the Qualified Entities. Certain legal matters will be passed on for the Bond Bank by its General Counsel, and for the Underwriters, by their counsel Bose McKinney & Evans LLP, Indianapolis, Indiana. It is expected that the Notes will be available for delivery at The Depository Trust Company, New York, New York, on or about December 30, 2009.

* Copyright 2009, American Bankers Association. CUSIP data herein provided by Standard & Poor’s, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc.
USE OF INFORMATION IN THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the Bond Bank or by the underwriters listed on the cover page of this Official Statement (the “Underwriters”), to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Notes, and if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there have been no changes in the information presented herein since the date hereof.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their respective responsibilities under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information, and it is not to be construed as the promise or guarantee of the Underwriters.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>USE OF INFORMATION IN THIS OFFICIAL STATEMENT</td>
<td>i</td>
</tr>
<tr>
<td>INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>THE NOTES</td>
<td>2</td>
</tr>
<tr>
<td>General Description</td>
<td>2</td>
</tr>
<tr>
<td>Security for the Notes</td>
<td>2</td>
</tr>
<tr>
<td>Application of Note Proceeds</td>
<td>3</td>
</tr>
<tr>
<td>Book-Entry System</td>
<td>4</td>
</tr>
<tr>
<td>Revision of Book-Entry System</td>
<td>6</td>
</tr>
<tr>
<td>THE PROGRAM</td>
<td>7</td>
</tr>
<tr>
<td>THE BOND BANK</td>
<td>8</td>
</tr>
<tr>
<td>Powers and Purposes</td>
<td>8</td>
</tr>
<tr>
<td>Board of Directors of the Bond Bank</td>
<td>8</td>
</tr>
<tr>
<td>Other Programs; Outstanding Indebtedness</td>
<td>9</td>
</tr>
<tr>
<td>THE QUALIFIED ENTITIES</td>
<td>9</td>
</tr>
<tr>
<td>Summary Description</td>
<td>9</td>
</tr>
<tr>
<td>Breakdown of Borrowings by Qualified Entities</td>
<td>10</td>
</tr>
<tr>
<td>CONTINUING DISCLOSURE</td>
<td>11</td>
</tr>
<tr>
<td>General</td>
<td>11</td>
</tr>
<tr>
<td>Remedy</td>
<td>11</td>
</tr>
<tr>
<td>Previous Undertakings</td>
<td>12</td>
</tr>
<tr>
<td>LITIGATION</td>
<td>12</td>
</tr>
<tr>
<td>TAX MATTERS</td>
<td>12</td>
</tr>
<tr>
<td>LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES</td>
<td>14</td>
</tr>
<tr>
<td>APPROVAL OF LEGAL PROCEEDINGS</td>
<td>14</td>
</tr>
<tr>
<td>RATINGS</td>
<td>14</td>
</tr>
<tr>
<td>UNDERWRITING</td>
<td>15</td>
</tr>
<tr>
<td>VERIFICATION OF MATHEMATICAL CALCULATIONS</td>
<td>15</td>
</tr>
<tr>
<td>FINANCIAL STATEMENTS</td>
<td>15</td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>16</td>
</tr>
</tbody>
</table>

APPENDIX A - Form of Bond Counsel Opinion
APPENDIX B - Note Indenture
APPENDIX C - Qualified Entities’ Cash Flow Deficit Projections
APPENDIX D - Estimated 2009 Levies for each Qualified Entity payable in the First Installment of 2010
Official Statement

$111,850,000

The Indianapolis Local Public Improvement Bond Bank Notes
Series 2009I-J and Series 2010A-D

Interest Rate: .270% Due April, 7, 2010
Series 2009I $14,250,000
Series 2009J 10,700,000

Interest Rate: .370% Due August 6, 2010
Series 2010A $39,425,000
Series 2010B 34,875,000
Series 2010C 6,250,000
Series 2010D 6,350,000

INTRODUCTION

The purpose of this Official Statement, including the cover page, is to set forth certain information concerning The Indianapolis Local Public Improvement Bond Bank’s Notes, Series 2009I, Series 2009J, Series 2010A, Series 2010B, Series 2010C and Series 2010D (collectively, the “Notes”) in the combined aggregate amount of $111,850,000. The Notes were authorized by a resolution adopted by the Board of Directors of The Indianapolis Local Public Improvement Bond Bank (the “Bond Bank”) on November 16, 2009 (the “Resolution”), and will be issued under and secured by a Note Indenture, dated as of December 1, 2009 (the “Indenture”), all pursuant to the laws of the State of Indiana, particularly Indiana Code, Title 5, Article 1.4 (the “Act”). UMB Bank, N.A., in Indianapolis, Indiana, is the Trustee (the “Trustee”) under the Indenture. See Appendix B for the complete text of the Indenture.

The proceeds from the sale of the Notes will be used to provide funds for the purpose of purchasing warrants (the “Warrants”) to be issued by certain qualified entities in Marion County, Indiana (the “Qualified Entities”) to assist in financing a portion of the various fund expenses of the Qualified Entities until the Qualified Entities’ ad valorem property taxes are collected. The Warrants securing the Notes, Series 2009I and Series 2009J (the “Rollover Warrants”) are payable from ad valorem property taxes normally collected in the 2009 budget year but for which collections have been and continue to be delayed because of Trending and the Special Reassessment (each as defined herein) (the “2009 Taxes”). Moneys advanced to Qualified Entities by the purchase of the Warrants securing the Notes, Series 2010A, Series 2010B, Series 2010C and Series 2010D (the “2010 Warrants”) will provide funds in anticipation of receipt by such Qualified Entities of ad valorem property taxes levied in 2009 and in the course of collection for the first half of 2010 (the “2010 Taxes”). The Qualified Entities will enter into agreements with the Bond Bank (the “Warrant Purchase Agreements” or “Agreements”) governing the issuance of the Warrants by the Qualified Entities and the terms of purchase of the Warrants by the Trustee on behalf of the Bond Bank. The form of Warrant Purchase Agreement is attached to the Indenture in Appendix B of this Official Statement. Each Qualified Entity will periodically draw funds under its Warrant or Warrants in accordance with the terms of its Agreement to meet its cash flow deficits.
The proceeds of each Series of Notes will be used to provide funds to purchase Warrants of one Qualified Entity. The Series 2009I Notes and the Series 2010A Notes will be issued to provide funds for the purchase of the Warrants of the City of Indianapolis, Indiana (the “City”). The Series 2009J Notes are secured by the Rollover Warrants issued by the City and the Series 2010B Notes are secured by the 2010 Warrants of the City. The Series 2009J Notes and the Series 2010B Notes will be issued to provide funds for the purchase of the Warrants of Marion County, Indiana (the “County”). The Series 2009J Notes are secured by the Rollover Warrants issued by the County and the Series 2010B Notes are secured by the 2010 Warrants of the County. The Series 2010C Notes will be issued to provide funds for the purchase of the 2010 Warrants of the Indianapolis-Marion County Public Library (the “Library”) and are secured by the 2010 Warrants of the Library. The Series 2010D Notes will be issued to provide funds for the purchase of the 2010 Warrants of the Indianapolis Public Transportation Corporation (the “IPTC”) and are secured by the 2010 Warrants of the IPTC.

THE NOTES

General Description

The Notes are dated their date of issue and will be registered in the name of Cede & Co., as nominee for DTC and held by DTC. Purchases of beneficial interests in the Notes will be made in book-entry form only, in the denominations of $25,000 or multiples thereof. See “Book-Entry System” under this caption. The Series 2009I Notes and Series 2009J Notes (collectively, the “Rollover Notes”) will mature on April 7, 2010 and the Series 2010A Notes, Series 2010B Notes, Series 2010C Notes and Series 2010D Notes (collectively, the “2010 Notes”) will mature on August 6, 2010. The Rollover Notes will bear interest at the rate of .270% per annum and the 2010 Notes will bear interest at the rate of .370% per annum. Interest on the Notes is payable at maturity and will be calculated on the basis of a 365-day year for the actual number of days elapsed. The Rollover Notes are not subject to redemption prior to maturity. The 2010 Notes are subject to redemption on or after June 30, 2010, at any time with 20 days’ prior notice, at par. Principal of and interest on the Notes will be paid at maturity directly to DTC by the Trustee.

Security for the Notes

The Notes of each Series are limited obligations of the Bond Bank, separately secured and payable solely from the Trust Estate attributable to that Series of Notes. The Trust Estate is, with respect to each Series of Notes, the properties, rights, interests and benefits pledged to that Series under the Indenture.

Owners of the Notes of a Series shall have a claim solely against the Trust Estate attributable to that Series of Notes and shall have no claim or right against any other funds or Trust Estate held under the Indenture, or against the Bond Bank or any Qualified Entity.

The Notes are not and shall never constitute or create a liability, legal or moral, or debt, general or special, pledge of the faith and credit, or loan of the credit of the State, any political subdivision thereof or any Qualified Entity, or an indebtedness, liability or obligation of any director, officer, agent or employee of the Bond Bank in his or her individual capacity. No covenant, stipulation, obligation or agreement contained herein or in the Notes shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future director, officer, agent or employee of the Bond Bank in his or her individual capacity. Neither the State nor any political subdivision thereof, including any Qualified Entity, is obligated to levy or pledge any form of taxation whatever to pay the principal or interest on the
Notes. Neither the State nor any political subdivision thereof, including any Qualified Entity, shall be liable for the payment of the principal of and interest on the Notes or for the performance of any agreement or covenant of any kind which may be undertaken by the Bond Bank and no breach by the Bond Bank of any covenant or agreement shall create any obligation upon the State or any political subdivision thereof. **THE BOND BANK HAS NO TAXING POWER.**

The ability of the Bond Bank to pay principal of and interest on any Series of Notes depends upon the receipt by the Bond Bank of payments on the Warrants purchased with the proceeds of that Series of Notes. Payment of each Warrant depends upon the timely receipt of the Taxes levied by the Qualified Entity, which issued that Warrant.

Failure of a Qualified Entity to realize sufficient Taxes or other revenues to make the required payments under its Warrants would adversely affect the ability of the Bond Bank to pay debt service on the Series of Notes issued to provide funds to purchase such Warrants. The collection and realization of such Taxes or other revenues by any Qualified Entity is subject to, among other factors, practices of the State of Indiana and the Auditor and Treasurer of the County, future economic conditions, delays caused by the reassessment process including appeals of reassessment, Trending and other conditions which are variable and not subject to prediction. There is no fund or account under the Indenture which will hold amounts to make up for any deficiencies in the event of one or more defaults by a Qualified Entity in making payments on its Warrants.

Beginning in 2006 tax year payable 2007, all real property assessments are reviewed annually to reflect market value based on comparable sales data (“Trending”). If an assessing official changes the assessed value of property, a notice of that change is sent by either the township assessor or the County Property Tax Assessment Board of Appeals to the affected property owner. The property owner may appeal the assessment by filing a Petition for Review of Assessment within 45 days of the date the notice was mailed. While the appeal is pending, the taxpayer may pay taxes based on the current year’s tax rate and the previous or current year’s assessed value. The implementation of Trending caused delays in the collection of property taxes in 2008 and in 2009. In addition, due to technical concerns relating to Trending, the Governor ordered a reassessment of property values in Marion County for 2006 taxes payable in 2007 (the “Special Reassessment”). This Special Reassessment delayed collection of a portion of the taxes payable in 2007 and 2008. The Special Reassessment has now been completed. The effects of Trending and the Special Reassessment have resulted in a slight delay in the collection of the 2009 Taxes with such 2009 Taxes anticipated to be collected by February 10, 2010. The Qualified Entities are authorized to issue warrants to refinance their respective outstanding warrants maturing December 31, 2009 to the extent that an insufficient amount of 2009 Taxes have been collected and the Bond Bank will issue the Rollover Notes to purchase the Rollover Warrants. The Bond Bank will use the repayment of the outstanding Rollover Warrants to repay the corresponding Bond Bank Notes.

**Application of Note Proceeds**

The following tabulation shows the estimated application of proceeds of sale of the Notes:
<table>
<thead>
<tr>
<th></th>
<th>April 7, 2010</th>
<th>August 6, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deposit to Warrant Purchase Fund</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Warrant Purchase Account</td>
<td>$14,242,920</td>
<td>$39,400,117</td>
</tr>
<tr>
<td>County Warrant Purchase Account</td>
<td>10,686,011</td>
<td>34,857,552</td>
</tr>
<tr>
<td>Library Warrant Purchase Account</td>
<td></td>
<td>6,243,823</td>
</tr>
<tr>
<td>IPTC Warrant Purchase Account</td>
<td>_________</td>
<td>6,345,684</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$24,928,931</td>
<td>$86,847,176</td>
</tr>
</tbody>
</table>

Costs of issuance of the Notes will be paid from Note proceeds, investment earnings and the Bond Bank’s funds on hand.

**Book-Entry System**

The Bond Bank has determined that it will be beneficial to have the Notes held by a central depository system and to have transfers of the Notes affected by book-entry on the books of DTC as such central depository system. Accordingly, beneficial ownership interests in the Notes will be available only in book-entry form, in integral multiples of $25,000. Beneficial Owners will not receive certificates representing their interests in the Notes purchased.

SO LONG AS CEDE & CO, AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE NOTES, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS (OR THE OWNERS) WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note will be issued for the Notes, in the aggregate principal amount of such issue, and will be deposited with DTC.

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

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

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

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

Redemption notices shall be sent to DTC. If less than all of the Notes are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC’s procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bond Bank as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).
Principal of and interest payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Bond Bank or the Trustee, on the payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee, any other Fiduciary or the Bond Bank, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bond Bank or the Trustee, or any other Fiduciary, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

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

The information contained in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the Bond Bank believes to be reliable, but neither the Bond Bank nor the Underwriters take any responsibility for the accuracy thereof.

In the event that the book-entry system for the Notes is discontinued, the Trustee will provide for the registration of the Notes in the name of the Beneficial Owners thereof. The Bond Bank, the Trustee, and any other Fiduciary would treat the person in whose name any Note is registered as the absolute owner of such Note for the purposes of making and receiving payment of the principal thereof and interest thereon, and for all other purposes, and none of these parties would be bound by any notice or knowledge to the contrary.

Revision of Book-Entry System

In the event that either (1) the Bond Bank receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the Notes or (2) the Bond Bank elects to discontinue its use of DTC as a clearing agency for the Notes, then the Bond Bank and the Trustee will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Notes, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Notes and to transfer the ownership of each of the Notes to such person or persons, including any other clearing agency, as the holder of such Notes may direct in accordance with the Indenture. Any expenses of such a discontinuation and transfer, including any expenses of printing new certificates to evidence the Notes will be paid by the Bond Bank.
THE PROGRAM

The Bond Bank has established a program in order to provide funds for cash flow deficits which are typically experienced in Indiana by local units of government during each fiscal year (the “Program”). The Bond Bank began the Program in January 1988 and has offered cash flow deficit financing to the Qualified Entities every six months since that time.

Local units of government depend primarily on ad valorem property taxes to meet operating expenses and make capital expenditures or pay debt service on obligations incurred for capital expenditures. Property taxes for local units of government, which are levied in one year and collected in the next year, are payable in two installments, which are due in May and November unless the Department of Local Government Finance has determined that an emergency exists and establishes a later date.

Taxes are collected by the County Treasurer and are distributed by the County Auditor to the taxing units. Traditionally, this distribution has occurred before June 30 and December 31, respectively. Because the timing of tax receipts rarely matches the timing of expenditures, local units of government routinely issue warrants in anticipation of the next succeeding payment of ad valorem property taxes to the extent authorized by State law. The Program allows the Qualified Entities to sell Warrants to the Bond Bank and to borrow funds under those Warrants during that portion of the first half of 2010 in which funds are not yet on hand to pay expenses as incurred.

All Warrants will be issued for the benefit of and payable from the various funds of the Qualified Entities and will mature on April 5, 2010 for the Rollover Warrants and on August 4, 2010 for the 2010 Warrants. Each Series of Notes is payable from the proceeds of the repayment of the Warrants purchased with the proceeds of that Series of Notes. See “The Qualified Entities - Breakdown of Borrowings By Qualified Entities.”

Each Warrant Purchase Agreement will limit the aggregate amount of Warrants of a Qualified Entity, to be designated for a particular fund of that Qualified Entity, which the Bond Bank is required to purchase. The principal amount of each Rollover Warrant of a Qualified Entity is determined based upon the amount of 2009 Taxes not yet collected. The principal amount of each 2010 Warrant of a Qualified Entity is determined based upon the maximum cumulative cash flow deficit expected for a particular fund or funds of that Qualified Entity during the first half of 2010 and the amount of ad valorem property taxes which were levied in 2009 and are in the course of collection for the first installment for 2010 for that fund or funds. The cash flow deficit projections have been prepared by the Qualified Entities and are attached as Appendix C. The levy amounts in this Official Statement have been approved by the City-County Council of Indianapolis and of Marion County (the “City-County Council”) and are subject to further approval by the Department of Local Government Finance. See Appendix D. No Qualified Entity expects to issue 2010 Warrants for more than 90% of its 2010 Taxes levied in 2009 for a particular fund or funds and in the course of collection for the first installment in 2010. The Rollover Warrants will not exceed the amount of uncollected 2009 Taxes. The Bond Bank will advance funds under the Warrants to the Qualified Entities from time to time to meet the cash flow deficits of the Qualified Entities. Such advances will be in accordance with the terms of the Warrant Purchase Agreements. See Appendix B.
THE BOND BANK

Powers and Purposes

The Bond Bank is a body corporate and politic separate from the City. The address of the Bond Bank is Room 2342, City-County Building, 200 East Washington Street, Indianapolis, Indiana 46204. The Bond Bank was created by the Act for the purpose of buying and selling securities of certain qualified entities, including the City, the County, all special taxing districts of the City, all entities whose tax levies are subject to review and modification by the City-County Council and certain entities and authorities that lease land or facilities to other qualified entities. The Bond Bank was created pursuant to the Act to help the qualified entities lower their respective borrowing costs by having the Bond Bank purchase their debt obligations at interest rates favorable to the qualified entities. To accomplish its purpose, the Bond Bank may issue bonds or notes. The Bond Bank also has general powers, which include the power to enter into, make and perform contracts of every lawful kind to accomplish its purpose.

Board of Directors of the Bond Bank

The Bond Bank is governed by a five (5)-member board of directors appointed by the Mayor of the City. The directors appoint an executive director who serves as secretary-treasurer of the board. The directors each serve for terms of three (3) years and may be reappointed. No director may be an officer of the City, the County, or any other qualified entity. The current members of the board of directors, their positions and their principal occupations are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briane M. House</td>
<td>Chair</td>
<td>Attorney</td>
</tr>
<tr>
<td>E. Sahara Williams</td>
<td>Vice Chairwoman</td>
<td>Business Owner</td>
</tr>
<tr>
<td>Fred Miller</td>
<td>Member</td>
<td>Attorney</td>
</tr>
<tr>
<td>Justin P. Christian</td>
<td>Member</td>
<td>Business Owner</td>
</tr>
<tr>
<td>James S. Carr</td>
<td>Member</td>
<td>Commercial Banker</td>
</tr>
</tbody>
</table>

The term of each of the current members of the board of directors is set to expire on April 30, 2012.

Kevin D. Taylor was appointed the Executive Director of the Bond Bank on January 8, 2008. Mr. Taylor is a graduate of Centre College in Danville, Kentucky, and holds an M.P.A. from the School of Public and Environmental Affairs at Indiana University-Bloomington. Following graduate school in 1989, Mr. Taylor began working at Standard & Poor’s Corp. in New York City and continued working in municipal credit at Prudential Securities and AIG’s Global Investment Group.

Deron S. Kintner serves as Deputy Executive Director and General Counsel to the Bond Bank. Mr. Kintner holds a B.S. degree and J.D. from Indiana University – Bloomington. Prior to joining the Bond Bank, Mr. Kintner worked as an attorney at the Indianapolis law firm of Bingham McHale LLP from 2001-2008, where his practice focused primarily in the area of public finance.

Kyle Willis has served as Project Manager of the Bond Bank since November 2005. Mr. Willis worked as a financial analyst for the Indianapolis Airport Authority from 2004 to October 2005 before joining the Bond Bank. He holds a B.S. from Marian College.
Dario Requiz joined the Bond Bank as a Project Manager in February 2008. Mr. Requiz achieved an accounting degree from Universidad Católica Andrés Bello, Caracas, Venezuela and he is currently working towards an M.S.A. at Indiana University - Indianapolis. Prior to joining the Bond Bank, Mr. Requiz worked as an accountant, as well as working for two years as an Auditor for KPMG, Caracas, Venezuela.

**Other Programs; Outstanding Indebtedness**

Under the Act, the Bond Bank is authorized to issue and has issued other series of notes or bonds to finance different programs to accomplish its purposes. Each such series of notes and bonds has been or will be secured by instruments separate and apart from the Indenture and will be payable from different sources of revenue. The Bond Bank has previously issued and has outstanding as of December 1, 2009 obligations in the aggregate principal amount of approximately $4,021,756,364.69 in separate program obligations.

**THE QUALIFIED ENTITIES**

The Qualified Entities that will participate in the Program are (1) the City, (2) the County, (3) the Library and (4) the IPTC. The following is a summary description of the Qualified Entities.

**Summary Description**

City of Indianapolis. The City is a municipal corporation located in the County. It is the largest city in the State and the thirteenth largest city in the United States. In 1970 the governments of the City and the County were consolidated to form the State’s only consolidated city, which provides services generally throughout the County. By the consolidating act, the boundaries of the City were extended to the County line with the exception of the municipalities of Beech Grove, Lawrence, Speedway and Southport.

The executive of the City is the Mayor who is elected by all voters of the County. The Mayor, who may serve an unlimited number of four (4) year terms, has extensive appointive powers and also serves as the chief executive officer of the County. The executive authority is administered through six (6) departments: Administration, Metropolitan Development, Parks and Recreation, Public Safety, Public Works and Waterworks.

The legislative body of the City is the City-County Council, consisting of twenty-nine (29) members. Twenty-five (25) members are elected from single member districts and four (4) are elected at large. The City-County Council approves the annual budgets and tax levies for the City and the special taxing districts. It is also empowered to review and modify the budgets and tax levies of certain entities in the County.

Marion County. The County is a political subdivision of the State that serves governmental functions not performed by the City, including functions performed by the sheriff, courts, assessors, recorder, surveyor, coroner, treasurer and auditor. The chief executive officer of the County is the Mayor of the City. The legislative body for the County is the City-County Council.

The executive functions of County government which are not performed by the Mayor of the City under the consolidated city-county government are performed by The Board of Commissioners of the County, consisting of the County Auditor, the County Assessor and the County Treasurer. Among the
functions of that board are the issuance and payment of County bonds, approval of certain contracts and County activities, performance of certain administrative functions for the County court system and designation of its representatives on numerous City-County boards and commissions. The City-County Council annually approves the budgets and tax levies for the County.

**Indianapolis-Marion County Public Library.** The Library is a separate municipal corporation which is governed by a seven member board (the “Board”) appointed by The Board of Commissioners of the County, the Board of School Commissioners of the Indianapolis Public Schools and the City-County Council. The Board governs and sets policy for all of the affairs of the Library. The Library includes all of the County except the City of Beech Grove and the Town of Speedway. As a separate municipal corporation, the Library may contract, levy taxes, sue and be sued and exercise the power of eminent domain. The Board may issue bonds and warrants and levy ad valorem property taxes to pay the principal and interest thereon. The Board annually adopts a budget and levies taxes, subject to review and modification by the City-County Council.

**Indianapolis Public Transportation Corporation.** The IPTC is a municipal corporation created by an ordinance of the City-County Council in August, 1973, under authority granted to the City-County Council by statute. The IPTC operates in compliance with the Federal Urban Mass Transportation Act of 1964 and the Indiana Mass Transportation Act of 1965 and provides public transportation service within the County. The municipalities of Speedway and Beech Grove, Indiana contract with the IPTC for mass transportation service. The IPTC commenced service on January 7, 1975, following the acquisition of assets of Indianapolis Transit System, Inc., a privately held company. Since that time, the IPTC has purchased new buses, expanded and initiated new bus routes, and implemented a park and ride express bus service. The IPTC is the largest publicly owned transportation system in the State.

The operating policy for the IPTC is promulgated by a seven-member Board of Directors. The bipartisan Board is appointed by the Mayor of the City and City-County Council. The Mayor appoints three members, while the City-County Council appoints four members. The IPTC has the ability to determine its routes, equipment, facilities, and the scope and standards of service to be provided. The IPTC has taxing power, may issue bonds, and holds condemnation powers. The IPTC is subject to certain regulations of the Indiana Utility Regulatory Commission (“IURC”). However, issuance of the Warrants of the IPTC is not subject to approval of the IURC. The IPTC’s budget and tax levy are subject to review and modification by the City-County Council.

**Breakdown of Borrowings by Qualified Entities**

The principal amounts of Warrants which will be purchased by the Bond Bank from each of the Qualified Entities with proceeds of the respective Series of Notes are as follows:

<table>
<thead>
<tr>
<th>Rollover Warrants</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualified Entity</strong></td>
</tr>
<tr>
<td>City (Series 2009I Notes)</td>
</tr>
<tr>
<td>County (Series 2009J Notes)</td>
</tr>
</tbody>
</table>
2010 Warrants

August 4, 2010

**Qualified Entity** | **Maximum Principal Amount**
--- | ---
City (Series 2010A Notes) | $39,400,117
County (Series 2010B Notes) | 34,857,552
Library (Series 2010C Notes) | 6,243,823
IPTC (Series 2010D Notes) | 6,345,684

Differences between the maximum principal amount of the Warrants and the amounts deposited in the various Warrant Purchase Accounts will be provided from investment earnings.

CONTINUING DISCLOSURE

**General**

The Bond Bank will execute a continuing disclosure undertaking agreement on the date of delivery of the Notes (the “Disclosure Agreement”). The Disclosure Agreement will provide that so long as the Notes remain outstanding, the Bond Bank will provide notice of certain material events as set forth in subsection (b)(5)(i)(C) of Securities and Exchange Commission Rule 15c2-12 (the “Rule”) to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure, the nationally recognized municipal securities information repository (the “NRMSIR”) approved in accordance with the Rule and effective as of July 1, 2009, and to the Indiana State Information Depository then in existence, if any. The Bond Bank has not covenanted to provide any other information, financial statements or operating data subsequent to the delivery of the Notes.

Copies of the Disclosure Agreement are available from the Bond Bank upon request.

**Remedy**

The purpose of the Disclosure Agreement is to enable the Underwriters to purchase the Notes in satisfaction of subsection (b)(5) of the Rule. The Disclosure Agreement will be executed for the sole benefit of the holders and Beneficial Owners of the Notes. The sole remedy against the Bond Bank for any failure to carry out any provision of the Disclosure Agreement shall be for specific performance of the Bond Bank’s disclosure obligation under the Disclosure Agreement. Any holder or Beneficial Owner of the Notes may seek specific performance by court order to cause the Bond Bank to comply with its obligations under the Disclosure Agreement. The Bond Bank’s failure to honor its covenants under the Disclosure Agreement shall not constitute a breach or default of the Notes, the Indenture or any other agreement to which the Bond Bank is a party.
Previous Undertakings

Except as herein provided, in the previous five years the Bond Bank has never failed to comply, in all material respects, with any previous undertakings in a written contract or agreement that it entered into pursuant to subsection (b)(5) of the Rule.

In 2003, the City’s audited financial statements for the year ended December 31, 2002 were not available by July 31, 2003, and timely notice of the delay was provided to the NRMSIRs. Recognition of the delay also was provided by the Government Finance Officer Association (GFOA). The audited financial statements were subsequently filed in September of 2003. Additionally, the annual information filings made pursuant to the Continuing Disclosure Undertaking Agreement relating to Bond Bank Bonds, Series 2000C for the years 2001 through 2005 did not contain all the information required to be filed; however, updated and complete annual information was filed in 2006. Further, other departments of the City have filed annual operating data later than the time required under certain other undertakings.

The City and the County are party to a number of continuing disclosure undertakings that require submission of the CAFR and other annual financial information, generally within 210 days after the close of each fiscal year. With respect to the CAFR and other annual financial information for fiscal years 2006 and 2007, the City and County were delayed in filing such CAFR and other annual financial information beyond 210 days after the close of each respective fiscal year. However, such information was filed on October 8, 2007 and November 6, 2008, respectively, and the City and the County notified each of the NRMSIRs and the MSRB in advance of the delay in filing.

LITIGATION

There is no pending litigation seeking to enjoin the issuance, sale or delivery of the Notes or the Warrants or affecting the security pledged therefore or, the tax levies or collections necessary to pay the Warrants.

TAX MATTERS

In the opinion of Ice Miller LLP, Bond Counsel, under existing federal statutes, judicial decisions, regulations and published rulings, interest on the Notes is excludable from gross income for federal tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes (the “Code”). This opinion relates only to the exclusion from gross income of interest on the Notes for federal income tax purposes. The opinion of Ice Miller LLP is based on certain certifications, covenants and representations of the Bond Bank and the Qualified Entities (the “Tax Covenants”) and is conditioned on continuing compliance therewith. In the opinion of Ice Miller LLP, under existing statutes, judicial decisions, regulations and rulings, interest on the Notes is exempt from income taxation in the State. This opinion relates only to the exemption of interest on the Notes for State income tax purposes. See Appendix A for the proposed form of Bond Counsel opinion.

The Code imposes certain requirements, which must be met subsequent to the issuance of the Notes as a condition to the exclusion from gross income of interest on the Notes for federal tax purposes. Noncompliance with such requirements may cause interest on the Notes to be included in gross income for federal tax purposes retroactive to their date of issue, irrespective of the date on which noncompliance occurs. Should the Notes bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Notes would be materially and adversely affected. The Tax Covenants include covenants that (i) the Bond Bank and the Qualified Entities will not take or fail to take any action
with respect to the Notes or the Warrants, respectively, if such action or omission would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Notes or the Warrants, respectively, pursuant to Section 103 of the Code, nor will the Bond Bank or the Qualified Entities act in any other manner which would adversely affect such exclusion; (ii) the Bond Bank and the Qualified Entities will not make any investment or do any other act or thing during the period that the Notes or Warrants are outstanding which would cause the Notes or the Warrants, respectively, to be “arbitrage bonds” within the meaning of Section 148 of the Code; and (iii) if required by the Code, the Bond Bank will rebate any necessary amounts to the United States of America, as provided in the Indenture. It is not an event of default under the Indenture if interest on the Notes is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not in effect on the date of issuance of the Notes.

The Bond Bank will issue its certificate to the effect that on the basis of the facts, estimates and circumstances in existence on the date of delivery of the Notes it is not reasonably expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds under Section 148 of the Code. The Bond Bank has structured the Program with the intent that the Bond Bank and the Qualified Entities will qualify for the exceptions to the rebate requirement set forth in Section 148 of the Code. However, if, for any reason, these exceptions cannot be met, the Bond Bank and the Qualified Entities have covenanted in the Indenture and the Agreements, respectively, to make any rebate payments to the United States of America necessary to preserve the exclusion from gross income of interest on the Notes and the Warrants for federal tax purposes.

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

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

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

Although Bond Counsel will render an opinion that interest on the Notes is excludable from gross income for federal tax purposes and exempt from State income tax, the accrual or receipt of interest on the Notes may otherwise affect a note owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the Note owner’s particular tax status and a Note owner’s other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits, and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Notes. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Notes should consult their own tax advisors with respect to the other tax consequences of owning the Notes.
LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES

The various legal opinions to be delivered concurrently with the delivery of the Notes express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The remedies available to the Bond Bank or the Note owners upon a default under the Indenture, or to the Bond Bank under the Warrant Purchase Agreements or the Warrants, are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the remedies provided in the Indenture and the Agreements may not be readily available or may be limited. Under Federal and State environmental laws certain liens may be imposed on property of the Bond Bank or the Qualified Entities from time to time, but the Bond Bank has no reason to believe, under existing law, that any such lien would have priority over the lien on the Trust Estate pledged to owners of the Notes under the Indenture, or over the liens on the Taxes pledged to the Bond Bank as owner of the Warrants.

The various legal opinions to be delivered concurrently with the delivery of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the Bond Bank, the Qualified Entities, the State of Indiana and the United States of America and bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). These exceptions would encompass any exercise of Federal, State or local police powers (including the police powers of the Qualified Entities), in a manner consistent with the public health and welfare. Enforceability of the Indenture, the Warrants or the Warrant Purchase Agreements in a situation where such enforcement may adversely affect public health and welfare may be subject to these police powers.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the authorization, issuance, sale and delivery of the Notes are subject to the approval of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, whose approving legal opinion will be delivered with the Notes, substantially in the form attached as Appendix A. Ice Miller LLP also serves as bond counsel to each of the Qualified Entities. Certain legal matters will be passed on by General Counsel to the Bond Bank and by Bose McKinney & Evans LLP, Indianapolis, Indiana, as counsel to the Underwriters.

RATINGS

The Notes are rated “SP-1+” by Standard & Poor’s Ratings Service, a division of The McGraw-Hill Companies, Inc. (“S&P), and “MIG 1” by Moody’s Investors Service, Inc (“Moody’s”). An explanation of the significance of the ratings given by S&P may be obtained from S&P at 55 Water Street, New York, New York 10041. An explanation of the significance of the ratings given by Moody’s may be obtained from Moody’s at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the agency originally establishing
the rating, circumstances so warrant. The Underwriters have undertaken no responsibility either to bring to the attention of the owners of the Notes any proposed revision or withdrawal of the rating of the Notes or to oppose any such proposed revision or withdrawal. Any downward revision or withdrawal of such rating could have an adverse effect on the market price of the Notes.

UNDERWRITING

The Notes are being purchased by the Underwriters listed on the cover page of this Official Statement. The Underwriters have agreed to purchase the Notes at an aggregate purchase price of $111,748,000 which represents the par amounts set forth on the cover hereof, less an underwriting fee of $102,000 (with $73,000 payable from Note proceeds and $29,000 payable from funds on hand), pursuant to a note purchase agreement among the Bond Bank and the Underwriters (the “Note Purchase Agreement”). The Note Purchase Agreement provides that the Underwriters will purchase all of the Notes if any are purchased. The initial offering price may be changed from time to time by the Underwriters.

The Underwriters have agreed to make a bona fide public offering of all of the Notes at prices not in excess of the initial public offering prices set forth or reflected on the cover page of this Official Statement. The Underwriters may sell the Notes to certain dealers (including dealers depositing Notes into investments trusts) and others at prices lower than the offering prices set forth on the cover page hereof.

VERIFICATION OF MATHEMATICAL CALCULATIONS

The accuracy of certain mathematical computations has been verified by Crowe Horwath LLP, independent certified public accountants. Such verifications were based upon certain information and assumptions supplied by the Bond Bank and the Underwriters.

FINANCIAL STATEMENTS

The Comprehensive Annual Financial Report (the “CAFR”) for the City for the year ended December 31, 2008 is available upon request from the City Controller’s Office, Suite 2222, 200 East Washington, Street, Indianapolis, Indiana 46204, phone: (317)327-4310, and may also be viewed electronically at:

http://www.indygov.org/eGov/City/Controller/Pages/home.aspx

The CAFR for the County for the year ended December 31, 2004 is available upon request from the County Auditor, Suite 801, 200 East Washington Street, Indianapolis, Indiana 46204, phone: (317)327-3001. This is the most recent CAFR for the County. In July of 2005, the City, as a result of legislative changes, assumed the obligation for preparing the County’s CAFR. Since assuming this obligation, the City has encountered delays in the preparation of the County’s CAFR due to various factors including internal and external staffing changes, the assumption of additional responsibility in the actual preparation of the CAFR, and delays resulting from the need to update bank reconciliation records for the County which have since been completed. Additional information concerning the County and its financial statements may be obtained from the County Auditor at the above-address.
The CAFR for the Library for the year ended December 31, 2008 is available upon request from the Library Services Center, 2450 North Meridian Street, Indianapolis, Indiana 46208, phone: (317)275-4840, and may also be viewed electronically at:

http://www.imcpl.org/about/imcpl2008cafr.pdf

The CAFR for the IPTC for the year ended December 31, 2008 is available upon request from IndyGo Administration & Operations, 1501 West Washington Street, Indianapolis, Indiana 46222, phone: (317)635-2100, and may also be viewed electronically at:


MISCELLANEOUS

The references, excerpts, and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to all such documents for full and complete statements of all matters of fact relating to the Notes, the security for the payment of the Notes and the rights of the owners thereof. During the period of the offering, copies of drafts of such documents may be examined at the offices of the Underwriters; following delivery of the Notes, copies of such documents may be examined at the corporate trust office of the Trustee in Indianapolis, Indiana.

The information contained in this Official Statement has been compiled from official and other sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statements made in this Official Statement involving matters of opinions or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information presented herein since the date hereof. This Official Statement is not to be construed as a contract or agreement between the Bond Bank, the Qualified Entities, the Trustee or the Underwriters and the purchasers or owners of any Notes.

The delivery of this Official Statement has been duly authorized by the Board of Directors of the Bond Bank.

THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK

By: /s/ Briane M. House
Chairperson
APPENDIX A

FORM OF OPINION OF BOND COUNSEL
FORM OF BOND COUNSEL OPINION

Upon delivery of the Notes in definitive form, Ice Miller LLP, Bond Counsel, proposes to render the following opinion with respect to the Notes substantially in the form set forth below.

December 30, 2009

The Indianapolis Local Public Improvement Bond Bank
Indianapolis, Indiana


Series 2009I $14,250,000
Series 2009J $10,700,000
Series 2010A $39,425,000
Series 2010B $34,875,000
Series 2010C $6,250,000
Series 2010D $6,350,000

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by The Indianapolis Local Public Improvement Bond Bank (“Issuer”) of its Notes, dated December 30, 2009 in the aggregate principal amount of $111,850,000, pursuant to a Note Indenture (“Indenture”), dated as of December 1, 2009, between the Issuer and UMB Bank, N.A., as Trustee (“Trustee”). We have examined the law and a certified transcript of proceedings of the Issuer had relative to the authorization, issuance and sale of the Notes and such other papers as we deem necessary to render this opinion. We have relied upon the certified transcript of proceedings and other certificates of public officials, including tax representations and covenants made in the Indenture, in the ordinances and resolutions authorizing issuance of the Warrants (as defined in the Indenture) and in certificates dated as of this date (“Tax Representations”) and have not undertaken to verify any facts by independent investigation.

Based upon our examination, we are of the opinion, as of the date hereof, as follows:

1. The Notes of each Series are the valid and binding limited obligations of the Issuer enforceable in accordance with their respective terms and are payable from and secured only by the Trust Estate (as defined in the Indenture) pledged to that Series of Notes.

2. Under statutes, decisions, regulations and rulings existing on this date, interest on the Notes is exempt from income taxation in the State of Indiana (“State”). This opinion relates only to the exemption of interest on the Notes from State income taxation.
3. Under federal statutes, decisions, regulations and rulings existing on this date, the interest on the Notes is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986. This opinion relates only to the exclusion from gross income of interest on the Notes for federal income tax purposes and is conditioned on continuing compliance by the Issuer with the Tax Representations. Failure to comply with the Tax Representations could cause interest on the Notes to lose the exclusion from gross income for federal income tax purposes retroactive to the date of issuance of the Notes.

It is to be understood that the rights of the owners of the Notes and the enforceability thereof and of the Indenture may be subject to the valid exercise of the constitutional powers of the Issuer, the State and the United States of America. It is to be further understood that the rights of the owners of the Notes and the enforceability thereof and of the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Very truly yours,
APPENDIX B

NOTE INDENTURE
NOTE INDENTURE

BETWEEN

THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK

and

UMB BANK, N.A.

as Trustee

Authorizing and Securing

THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK

NOTES,

$14,250,000       SERIES 2009I
$10,700,000       SERIES 2009J
$39,425,000       SERIES 2010A
$34,875,000       SERIES 2010B
$6,250,000        SERIES 2010C
$6,350,000        SERIES 2010D

Dated as of December 1, 2009
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE I</th>
<th>DEFINITIONS; LIABILITY ON NOTES</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.1.</td>
<td>Definitions</td>
<td>11</td>
</tr>
<tr>
<td>Section 1.2.</td>
<td>Liability on Notes</td>
<td>11</td>
</tr>
<tr>
<td>Section 1.3.</td>
<td>Preambles</td>
<td>17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE II</th>
<th>GENERAL TERMS AND PROVISIONS OF NOTES</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2.1.</td>
<td>Authorized Amount of Notes; Form of Notes</td>
<td>19</td>
</tr>
<tr>
<td>Section 2.2.</td>
<td>Series of Notes</td>
<td>19</td>
</tr>
<tr>
<td>Section 2.3.</td>
<td>Terms of Notes</td>
<td>19</td>
</tr>
<tr>
<td>Section 2.4.</td>
<td>Execution</td>
<td>20</td>
</tr>
<tr>
<td>Section 2.5.</td>
<td>Authentication</td>
<td>21</td>
</tr>
<tr>
<td>Section 2.6.</td>
<td>Mutilated, Lost, Stolen or Destroyed Notes</td>
<td>21</td>
</tr>
<tr>
<td>Section 2.7.</td>
<td>Registration of Notes</td>
<td>21</td>
</tr>
<tr>
<td>Section 2.8.</td>
<td>Persons Treated as Owners</td>
<td>22</td>
</tr>
<tr>
<td>Section 2.9.</td>
<td>Book Entry System</td>
<td>22</td>
</tr>
<tr>
<td>Section 2.10.</td>
<td>Cancellation and Destruction of Surrendered Notes</td>
<td>24</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE III</th>
<th>ISSUANCE OF THE NOTES</th>
<th>Page</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ARTICLE IV</th>
<th>ACCOUNTS; FLOW OF FUNDS; INVESTMENTS; DEPOSITS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 4.1.</td>
<td>Security for Notes and Sources of Payment</td>
<td>27</td>
</tr>
<tr>
<td>Section 4.2.</td>
<td>Establishment of Funds</td>
<td>27</td>
</tr>
<tr>
<td>Section 4.3.</td>
<td>Debt Service Fund</td>
<td>28</td>
</tr>
<tr>
<td>Section 4.4.</td>
<td>Warrant Purchase Fund; Warrant Purchase Accounts</td>
<td>28</td>
</tr>
<tr>
<td>Section 4.5.</td>
<td>Warrant Purchase Accounts, Purchase of Warrants; Advances</td>
<td>28</td>
</tr>
<tr>
<td>Section 4.6.</td>
<td>Costs of Issuance</td>
<td>29</td>
</tr>
<tr>
<td>Section 4.7.</td>
<td>Remaining Moneys</td>
<td>29</td>
</tr>
<tr>
<td>Section 4.8.</td>
<td>Investments</td>
<td>30</td>
</tr>
<tr>
<td>Section 4.9.</td>
<td>Non-presentment of Notes</td>
<td>31</td>
</tr>
<tr>
<td>Section 4.10.</td>
<td>Unclaimed Moneys</td>
<td>31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE V</th>
<th>GENERAL COVENANTS AND PROVISIONS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 5.1.</td>
<td>Payment of Principal and Interest</td>
<td>32</td>
</tr>
<tr>
<td>Section 5.2.</td>
<td>Performance of Covenants</td>
<td>32</td>
</tr>
<tr>
<td>Section 5.3.</td>
<td>Instruments of Further Assurance</td>
<td>32</td>
</tr>
<tr>
<td>Section 5.4.</td>
<td>No Extension of Time of Payment of Interest</td>
<td>32</td>
</tr>
<tr>
<td>Section 5.5.</td>
<td>Inspection of Records</td>
<td>32</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>5.6</td>
<td>List of Noteholders</td>
<td>32</td>
</tr>
<tr>
<td>5.7</td>
<td>Conditions Precedent to Purchase of a Warrant Under Warrant Purchase Agreements</td>
<td>33</td>
</tr>
<tr>
<td>5.8</td>
<td>Assignment of Warrants and Warrant Purchase Agreements</td>
<td>33</td>
</tr>
<tr>
<td>5.9</td>
<td>Rights Under Warrant Purchase Agreements</td>
<td>33</td>
</tr>
<tr>
<td>5.10</td>
<td>Additional Security</td>
<td>34</td>
</tr>
<tr>
<td>5.11</td>
<td>Tax Covenants</td>
<td>34</td>
</tr>
<tr>
<td>VI</td>
<td>ARTICLES AND REMEDIES</td>
<td>36</td>
</tr>
<tr>
<td>6.1</td>
<td>Defaults; Events of Default</td>
<td>36</td>
</tr>
<tr>
<td>6.2</td>
<td>Remedies; Rights of Noteholders</td>
<td>36</td>
</tr>
<tr>
<td>6.3</td>
<td>Right of Noteholders to Direct Proceedings</td>
<td>36</td>
</tr>
<tr>
<td>6.4</td>
<td>Remedies Vested in Trustee</td>
<td>37</td>
</tr>
<tr>
<td>6.5</td>
<td>Rights and Remedies of Noteholders</td>
<td>37</td>
</tr>
<tr>
<td>6.6</td>
<td>Termination of Procedings</td>
<td>37</td>
</tr>
<tr>
<td>6.7</td>
<td>Notice of Defaults</td>
<td>37</td>
</tr>
<tr>
<td>6.8</td>
<td>Separate Series of Notes</td>
<td>38</td>
</tr>
<tr>
<td>6.9</td>
<td>Expenses and Services After an Event of Default</td>
<td>38</td>
</tr>
<tr>
<td>VII</td>
<td>THE TRUSTEE</td>
<td>39</td>
</tr>
<tr>
<td>7.1</td>
<td>Acceptance of the Trusts</td>
<td>39</td>
</tr>
<tr>
<td>7.2</td>
<td>Fees, Charges and Expenses of the Trustee</td>
<td>41</td>
</tr>
<tr>
<td>7.3</td>
<td>Notice to Noteholders if Default Occurs</td>
<td>41</td>
</tr>
<tr>
<td>7.4</td>
<td>Intervention by Trustee</td>
<td>42</td>
</tr>
<tr>
<td>7.5</td>
<td>Successor Trustee</td>
<td>42</td>
</tr>
<tr>
<td>7.6</td>
<td>Resignation by the Trustee</td>
<td>42</td>
</tr>
<tr>
<td>7.7</td>
<td>Removal of Trustee</td>
<td>42</td>
</tr>
<tr>
<td>7.8</td>
<td>Appointment of Successor Trustee by the Noteholders; Temporary Trustee</td>
<td>42</td>
</tr>
<tr>
<td>7.9</td>
<td>Concerning Any Successor Trustees</td>
<td>43</td>
</tr>
<tr>
<td>7.10</td>
<td>Trustee Protected in Relying Upon Resolutions, Etc</td>
<td>43</td>
</tr>
<tr>
<td>7.11</td>
<td>Successor Trustee as Trustee and Note Registrar</td>
<td>44</td>
</tr>
<tr>
<td>VIII</td>
<td>SUPPLEMENTAL INDENTURES</td>
<td>45</td>
</tr>
<tr>
<td>8.1</td>
<td>Supplemental Indentures Not Requiring Consent of Noteholders</td>
<td>45</td>
</tr>
<tr>
<td>8.2</td>
<td>Supplemental Indentures Requiring Consent of Noteholders</td>
<td>45</td>
</tr>
<tr>
<td>IX</td>
<td>AMENDMENT OF WARRANT PURCHASE AGREEMENTS</td>
<td>47</td>
</tr>
<tr>
<td>9.1</td>
<td>Amendment of Warrant Purchase Agreement</td>
<td>47</td>
</tr>
</tbody>
</table>
ARTICLE X  DEFEASANCE.................................................................48
Section 10.1.  Deposit of Moneys or Securities.................................48
Section 10.2.  Notes No Longer Outstanding.....................................48
Section 10.3.  Release of Indenture.................................................48
Section 10.4.  Survival of Obligations..............................................48

ARTICLE XI  MISCELLANEOUS.........................................................49
Section 11.1.  Consents, Etc., of Noteholders....................................49
Section 11.2.  Limitation of Rights................................................49
Section 11.3.  Severability..........................................................49
Section 11.4.  Termination of Indenture..........................................49
Section 11.5.  Notices to Parties......................................................50
Section 11.6.  Notices to Noteholders..............................................50
Section 11.7.  Trustee as Note Registrar..........................................50
Section 11.8.  Payments Due on Saturdays, Sundays and Holidays..........50
Section 11.9.  Counterparts..........................................................50
Section 11.10. Governing Law......................................................50
NOTE INDENTURE

THIS NOTE INDENTURE entered into as of the 1st day of December, 2009, between THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK (the "Bond Bank"), a body corporate and politic of the State of Indiana (the "State"), separate from the City of Indianapolis, Indiana (the "City"), organized and existing under authority of and pursuant to the provisions of Indiana Code, Title 5, Article 1.4 (the "Act"); and UMB BANK, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out by virtue of the laws of the United States of America, with a corporate trust office located in Indianapolis, Indiana, as Trustee (the "Trustee");

WITNESSETH:

WHEREAS, the Bond Bank is a duly organized and validly existing body corporate and politic established under the Act; and

WHEREAS, the Bond Bank is authorized and empowered under the Act to issue its special obligation revenue bonds or notes to finance, among other things, its acquisition of securities issued by qualified entities; and

WHEREAS, the Bond Bank has determined to establish a program (the "Program") whereby the Bond Bank will provide the funds, through the issuance in one or more series of the Bond Bank's limited obligation revenue bonds or notes, for the purchase from qualified entities (the "Qualified Entities") of warrants issued by such Qualified Entities, which warrants are issued in anticipation of the receipt of ad valorem property taxes levied in 2009 and in the course of collection for the first half of the 2010 budget year and to refinance warrants issued in anticipation of the receipt of ad valorem property taxes levied in 2008 and still in the course of collection for the 2009 budget year (the "Warrants"), thereby alleviating cash flow difficulties through the financing of the cumulative cash flow deficits of such Qualified Entities; and

WHEREAS, the Bond Bank has determined that the establishment of the Program by the Bond Bank will benefit and promote the public welfare of the Qualified Entities and the Bond Bank; and

WHEREAS, in order to provide moneys to the Qualified Entities through the purchase by the Trustee of their Warrants, the Bond Bank and the Qualified Entities have determined to enter into Warrant Purchase Agreements, as hereinafter defined; and

WHEREAS, the Bond Bank has determined in furtherance of the implementation of the Program to issue hereunder four series of notes (collectively, the "Notes") designated Notes, Series 2009I, Series 2009J, Series 2010A, Series 2010B, Series 2010C and Series 2010D in the combined aggregate principal amount of $111,850,000; and

WHEREAS, the Bond Bank will issue its Series 2009I and Series 2010A Notes to provide funds for the purchase of the Warrants of the City; and
WHEREAS, the Bond Bank will issue its Series 2009J and Series 2010B Notes to provide funds to purchase the Warrants of Marion County, Indiana (the "County"); and

WHEREAS, the Bond Bank will issue its Series 2010C Notes to provide funds to purchase the Warrants of the Indianapolis-Marion County Public Library (the "Library"); and

WHEREAS, the Bond Bank will issue its Series 2010D Notes to provide funds to purchase the Warrants of the Indianapolis Public Transportation Corporation (the "IPTC"); and

WHEREAS, the Notes issued hereunder shall be in fully registered form and the Notes and the Trustee's certificate of authentication to be endorsed on all such Notes is to be in substantially the following form with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:
FORM OF REGISTERED NOTE

(FORM OF FACE OF NOTE)

UNITED STATES OF AMERICA
STATE OF INDIANA
MARION COUNTY

No. __________

THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK
NOTE, SERIES [2009] [2010] [____]

INTEREST RATE MATURITY DATE ORIGINAL DATE CUSIP

[April 7, 2010][August 6, 2010]

Date of Authentication:

Principal Amount:

Registered Owner: CEDE & CO.

The Indianapolis Local Public Improvement Bond Bank ("Bond Bank"), a body corporate and politic of the State of Indiana ("State"), separate from the City of Indianapolis ("City") in its corporate capacity, duly organized and existing under the laws of the State, for value received, hereby promises to pay from the source and in the manner hereinafter provided, to the Registered Owner named above, or registered assigns, on the Maturity Date specified above, the Principal Amount set forth above and in like manner to pay interest on the Principal Amount set forth above at the Interest Rate set forth above from the Original Date set forth above. Interest shall be calculated on the basis of a 365-day year for the actual number of days elapsed. The principal of and interest on this Note are payable in such coin or currency of the United States of America as, at the time of payment, is legal tender for the payment of public and private debts. The principal of and interest on this Note shall be payable at the principal corporate trust operations office of UMB Bank, N.A., as Trustee ("Trustee") located in the City of Kansas City, Missouri. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. 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 be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

This Note and the other Notes of this Series, and the interest payable hereon and thereon, are limited obligations of the Bond Bank payable solely by the Bond Bank from the revenues and other funds of the Bond Bank pledged therefor under the Indenture, which revenues and funds include payments on the Warrant[s] of the [insert Warrant issuer] (a Qualified Entity as defined in the Indenture) purchased by the Bond Bank. The Bond Bank has no taxing power.
This Note, both as to principal and interest, does not constitute a debt, liability or loan of the credit of the State, the City, any political subdivision of the State or any Qualified Entity (as defined in the Indenture) under the constitution or statutes of the State or a pledge of the faith and credit or the taxing power of the State, the City, any political subdivision thereof or any Qualified Entity. The issuance of the Notes under the provisions of the Act does not, directly, indirectly or contingently, obligate the State, the City, any political subdivision thereof or any Qualified Entity to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Notes do not now and shall never constitute a debt of the State, the City, any political subdivision thereof or any Qualified Entity within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State, the City or any political subdivision thereof or any Qualified Entity or a charge against the taxing power of the State, the City, any political subdivision thereof or any Qualified Entity. Neither the State, the City, any Qualified Entity nor any agent, attorney, member or employee of the State, the City, any Qualified Entity or of the Bond Bank shall in any event be liable for the payment of the principal or interest on the Notes or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bond Bank. No breach by the Bond Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State, the City or any Qualified Entity or any agent, employee, attorney or member of the State, the City, any Qualified Entity or the Bond Bank, or any charge upon their general credit or upon the taxing power of the State, the City, any political subdivision thereof or any Qualified Entity.

This Note is issued with the intent that the laws of the State shall govern its construction. Capitalized terms not defined herein shall have the definitions set forth in the Note Indenture, dated as of December 1, 2009, between the Bond Bank and the Trustee ("Indenture"). It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by a duly authorized representative of the Trustee.

This Note is [one of] the Note[s] of the Bond Bank in the aggregate principal amount of $ designates as "Note, Series [2009] [2010] [_____]" ("Note"), authorized by a resolution of the Bond Bank and issued under and secured by the Indenture, duly executed and delivered by the Bond Bank to the Trustee, pursuant to and in full compliance with the laws of the State, particularly Indiana Code, Title 5, Article 1.4 ("Act"). This Note is issued for the purpose of [making funds available to repay the Bond Bank's outstanding Series 2009 Notes] [and] [for the purpose of] making funds available to the Trustee for the purchase by the Trustee on behalf of the Bond Bank of [a] Warrant[s] (consisting of [a] warrant[s] issued in anticipation of the receipt of ad valorem property taxes levied in [2008 and still in the course of collection for fiscal year 2009] OR [2009 and in the course of collection for the 2010] budget year ("Taxes") to be issued by [insert Warrant issuer] (the "Qualified Entity") located in Marion County, Indiana, under the provisions of Indiana law and the advancing of funds by the Trustee to the Qualified Entity pursuant to such Warrant[s] from time to time thereby alleviating cash flow difficulties through the financing of the cumulative cash flow deficits of such
Qualified Entity. Copies of the Indenture are on file at the corporate trust office of the Trustee in Indianapolis, Indiana and reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security and the rights, duties and obligations of the Bond Bank, Trustee and the owners of the Note.

This Note is a limited obligation of the Bond Bank and is payable solely from and secured by the payments and receipts derived by the Bond Bank from the Qualified Entity, the Warrant[s] of the Qualified Entity, any other funds held by the Trustee under the Indenture and pledged to the Notes for such payment; these payments, receipts and funds being herein referred to as the "Trust Estate." The Warrant Purchase Agreement entered into between the Bond Bank and the Qualified Entity, a copy of which is on file at the corporate trust office of the Trustee in Indianapolis, Indiana, sets forth the terms and conditions under which the Trustee on behalf of the Bond Bank will be obligated to purchase the Warrant[s] of the Qualified Entity and the duties and obligations of the Qualified Entity with respect thereto.

This Note is transferable, as provided in the Indenture, only upon the Note Register for that purpose at the principal corporate trust operations office of the Trustee at the written direction of the registered owner hereof or of its legal representative duly authorized in writing upon surrender of this Note to the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or its legal representative duly authorized in writing. Thereupon, and upon payment of any tax, fee or other governmental charge required to be paid by the person requesting such exchange or transfer, a new fully registered Note shall be issued to the transferee in exchange therefor as provided in the Indenture.

The Note is issuable only in fully registered form in denominations of $25,000 or any multiple thereof.

[This Note is subject to redemption prior to maturity, in whole or in part, on any date on or after ________________, 20__, at par, plus accrued interest to the date fixed for redemption with no premium.

If this Note is called for redemption as aforesaid, notice thereof identifying the Note to be redeemed will be given by mailing a redemption notice by first class mail not less than 20 days nor more than 45 days prior to the date fixed for redemption to the Noteholder of the Note to be redeemed at the address shown on the registration books of the Trustee, provided any such notice shall state that it will be cancelled by the Trustee if the moneys required to effect such redemption have not been received by (or are not on hand with) the Trustee on the second business day prior to the redemption date. Notice shall further be given as provided in the Indenture, but failure to give such additional notice shall not affect the validity of the proceedings for the redemption of the Note. Failure to give such notice by mailing, or any defect therein with respect to any Note, shall not affect the validity of any proceeding for the redemption of other Notes. If this Note is called for redemption, the Note will cease to bear interest on the specified redemption date, and shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment at that time.]
The registered owner of this Note shall have no right to enforce the provisions of the Indenture, the Warrant[s] or the Warrant Purchase Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, the Warrant[s] or the Warrant Purchase Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. Modifications or alterations of the Indenture and the Warrant Purchase Agreement, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture. BY PURCHASE OF THIS NOTE THE REGISTERED OWNER HEREOF ACKNOWLEDGES RECEIPT OF A COPY OF THE INDENTURE AND AGREES TO BE BOUND BY ITS TERMS AND PROVISIONS.

IN WITNESS WHEREOF, The Indianapolis Local Public Improvement Bond Bank has caused this Note to be executed in its name by the manual or facsimile signature of its Chairperson or Vice Chairperson and attested by the manual or facsimile signature of its Executive Director and its seal to be imprinted hereon, all as of the Original Date set forth above.

THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK

By: _______________________________________

Chairperson

(SEAL)

ATTEST:

_______________________________________

Executive Director

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Note is the Note, Series [2009] [2010] [____], described in, and issued and delivered pursuant to, the within-mentioned Indenture.

UMB BANK, N.A., as Trustee

By _______________________________________

Authorized Signature

- 6 -
(FORM OF ASSIGNMENT)

ASSIGNMENT

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

________________________________________ [PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: ____________________________
the within Note of The Indianapolis Local Public Improvement Bond Bank and does hereby
consist and appoint ________________________, attorney, to transfer the Note on the books kept
for registration thereof, with full power of substitution in the premises.

Dated:

__________________________________________

(Registered Owner)

Signature guaranteed:

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The following abbreviations, when used in the inscription of the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common
TEN ENT. as tenants by the entireties
JT TEN. as joint tenants with right of survivorship and not as tenants in common

UNIF.TRAN.MIN.ACT ______________ Custodian ______________
(Cust) (Minor)
under Uniform Transfer to Minors Act

__________________________
(State)

Additional abbreviations may also be used though not in list above.
WHEREAS, the Bond Bank, at a meeting thereof duly convened and held on November 16, 2009 has duly authorized the execution and delivery of this Indenture, the execution and delivery of the Warrant Purchase Agreements (subject to the provisions hereof), the execution and distribution of offering materials relating to the Notes, an agreement or agreements for the purchase of the Notes, an agreement or agreements for investment of Note proceeds, and the issuance hereunder of the Notes upon and subject to the terms and conditions hereinafter set forth; and

WHEREAS, all acts and things have been done and performed, which are necessary to make the Notes, when executed and issued by the Bond Bank, authenticated by the Trustee and delivered, the legal, valid and binding limited obligations of the Bond Bank enforceable in accordance with their respective terms and to make this Indenture a valid and binding agreement for the security of the Notes authenticated and delivered under this Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

In consideration of the acceptance by the Trustee of the trusts and duties set forth in this Indenture on behalf of the owners of the Notes of each Series issued and secured hereunder; of the purchase and acceptance of such Notes issued and secured by this Indenture by the owners thereof; of the payment of the purchase prices of such Notes to the Trustee for application as provided hereinafter; and in order to secure the payment of any and all of each Series of Notes at any time issued and outstanding hereunder, according to the tenor and effect thereof and the interest thereon, the payment of all costs, fees and charges specified herein, and the payment of all other sums, if any, from time to time due to the owners of such Series of Notes issued and secured hereunder and to the Trustee or its successors and assigns, or to others, according to the intent and meaning of such Notes and this Indenture, and for the purpose of securing the performance and observance by the Bond Bank of all the covenants and conditions herein contained, the Bond Bank has conveyed, transferred, assigned, confirmed, pledged and granted security interests to and does hereby convey, transfer, assign, confirm, pledge and grant security interests to the Trustee, and its successor or successors in trust, as Trustee for the benefit of the owners of such Series of Notes issued and secured hereunder, the following described properties, rights, interest and benefits (whether real, personal or mixed, tangible or intangible) which, with respect to such Series of Notes, are collectively called the "Trust Estate" for such Series of Notes:

A. (1) With regard to the Series 2009I Notes, all right, title and interest of the Bond Bank in, to and under the Warrants of the City purchased by the Trustee on behalf of the Bond Bank from such Series and the Warrant Purchase Agreement with the City, including the interest of the Bond Bank in and to all proceeds, receipts, issues and benefits under that Warrant Purchase Agreement as long as the Series 2009I Notes are Outstanding;

(2) With regard to the Series 2009J Notes, all right, title and interest of the Bond Bank in, to and under the Warrants of the County purchased by the Trustee on behalf of the Bond Bank from such Series and the Warrant Purchase Agreement with the
County, including the interest of the Bond Bank in and to all proceeds, receipts, issues and benefits under that Warrant Purchase Agreement as long as the Series 2009J Notes are Outstanding;

(3) With regard to the Series 2010A Notes, all right, title and interest of the Bond Bank in, to and under the Warrants of the City purchased by the Trustee on behalf of the Bond Bank from such Series and the Warrant Purchase Agreement with the City, including the interest of the Bond Bank in and to all proceeds, receipts, issues and benefits under that Warrant Purchase Agreement as long as the Series 2010A Notes are Outstanding;

(4) With regard to the Series 2010B Notes, all right, title and interest of the Bond Bank in, to and under the Warrants of the County purchased by the Trustee on behalf of the Bond Bank from such Series and the Warrant Purchase Agreement with the County, including the interest of the Bond Bank in and to all proceeds, receipts, issues and benefits under that Warrant Purchase Agreement, as long as the Series 2010B Notes are Outstanding;

(5) With regard to the Series 2010C Notes, all right, title and interest of the Bond Bank in, to and under the Warrants of the Library purchased by the Trustee on behalf of the Bond Bank from such Series and the Warrant Purchase Agreement with the Library, including the interest of the Bond Bank in and to all proceeds, receipts, issues and benefits under that Warrant Purchase Agreement, as long as the Series 2010C Notes are Outstanding;

(6) With regard to the Series 2010D Notes, all right, title and interest of the Bond Bank in, to and under the Warrants of the IPTC purchased by the Trustee on behalf of the Bond Bank from such Series and the Warrant Purchase Agreement with the IPTC, including the interest of the Bond Bank in and to all proceeds, receipts, issues and benefits under that Warrant Purchase Agreement, as long as the Series 2010D Notes are Outstanding;

B. All right, title and interest in any and all other property, real, personal or mixed, tangible or intangible, from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder for such Series of Notes, by the Bond Bank or by anyone on behalf of the Bond Bank or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

C. (1) With regard to the Series 2009I Notes, the proceeds from the sale by the Bond Bank of the Series 2009I Notes issued under this Indenture

(2) With regard to the Series 2009J Notes, the proceeds from the sale by the Bond Bank of the Series 2009J Notes issued under this Indenture

(3) With regard to the Series 2010A Notes, the proceeds from the sale by the Bond Bank of the Series 2010A Notes issued under this Indenture;
(4) With regard to the Series 2010B Notes, the proceeds from the sale by the Bond Bank of the Series 2010B Notes issued under this Indenture;

(5) With regard to the Series 2010C Notes, the proceeds from the sale by the Bond Bank of the Series 2010C Notes issued under this Indenture;

(6) With regard to the Series 2010D Notes, the proceeds from the sale by the Bond Bank of the Series 2010D Notes issued under this Indenture;

D. (1) With regard to the Series 2009I Notes, all cash, moneys, securities and investments which may at any time and from time to time, pursuant to the provisions of this Indenture, be paid to the Trustee with respect to the Series 2009I Notes or be in the hands of the Trustee with respect to the Series 2009I Notes, except as the interest of the Trustee in such cash, moneys, securities and investments may otherwise appear in this Indenture;

(2) With regard to the Series 2009J Notes, all cash, moneys, securities and investments which may at any time and from time to time, pursuant to the provisions of this Indenture, be paid to the Trustee with respect to the Series 2009J Notes or be in the hands of the Trustee with respect to the Series 2009J Notes, except as the interest of the Trustee in such cash, moneys, securities and investments may otherwise appear in this Indenture;

(3) With regard to the Series 2010A Notes, all cash, moneys, securities and investments which may at any time and from time to time, pursuant to the provisions of this Indenture, be paid to the Trustee with respect to the Series 2010A Notes or be in the hands of the Trustee with respect to the Series 2010A Notes, except as the interest of the Trustee in such cash, moneys, securities and investments may otherwise appear in this Indenture;

(4) With regard to the Series 2010B Notes, all cash, moneys, securities and investments which may at any time and from time to time, pursuant to the provisions of this Indenture, be paid to the Trustee with respect to the Series 2010B Notes or be in the hands of the Trustee with respect to the Series 2010B Notes, except as the interest of the Trustee in such cash, moneys, securities and investments may otherwise appear in this Indenture;

(5) With regard to the Series 2010C Notes, all cash, moneys, securities and investments which may at any time and from time to time, pursuant to the provisions of this Indenture, be paid to the Trustee with respect to the Series 2010C Notes, or be in the hands of the Trustee with respect to the Series 2010C Notes, except as the interest of the Trustee in such cash, moneys, securities and investments may otherwise appear in this Indenture.

(6) With regard to the Series 2010D Notes, all cash, moneys, securities and investments which may at any time and from time to time, pursuant to the provisions of this Indenture, be paid to the Trustee with respect to the Series 2010D Notes, or be in the hands of the Trustee with respect to the Series 2010D Notes, except as the interest of the
Trustee in such cash, moneys securities and investments may otherwise appear in this Indenture.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of the owners of each Series of Notes issued under and secured by this Indenture without privilege, preference, priority or distinction as to lien or otherwise among owners of any Notes of a Series, except as otherwise may be provided herein, of any of the Notes of a Series over any other of the Notes of that Series or of principal over interest or interest over principal, by reason of priority in their issuance;

PROVIDED, HOWEVER, that if the Bond Bank, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Notes of such Series and the interest due or to become due thereon, at the times and in the manner mentioned in such Notes according to the true intent and meaning thereof, or shall provide, as permitted and provided by Article X of this Indenture, for the payment thereof and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted to the Trustee pursuant to this Indenture by the Bond Bank shall, with respect to such Series of Notes, cease, determine and be void, otherwise this Indenture shall be and remain in full force and effect.

In connection with the foregoing pledges, transfers and assignments, the Trustee hereby acknowledges, approves and agrees to the terms of the Warrant Purchase Agreements as they relate to the Trustee and its participation in the transactions contemplated thereby,

PROVIDED, THAT the Trust Estate for each Series of Notes secures only that Series of Notes and the owners of any Series of Notes shall have no security interest in or rights against the Trust Estate of any other Series of Notes.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all the Notes are to be issued, authenticated and delivered and all revenues hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed and the Bond Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Notes, or any part or Series thereof, as follows:

ARTICLE I

DEFINITIONS; LIABILITY ON NOTES

Section 1.1. Definitions. The terms defined in this Section 1.1 shall for all purposes of this Indenture have the meanings herein specified, unless the context clearly otherwise requires. In addition to words and terms elsewhere defined in this Indenture, and except as the context may otherwise require, the words and terms used in this Indenture shall have the meanings ascribed to them in the Warrant Purchase Agreements, particularly, but not limited to, Section 1
thereof. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa and the words "hereof" and "herein" shall be construed to refer to the entirety of this Indenture and shall not be restricted to the particular Article, Section, subsection or paragraph in which they appear.

"Act" shall mean the Indiana Code Title 5, Article 1.4.

"Account" shall mean any of the accounts established in Article IV and designated for purchase of particular Warrants or payment of a Series of Notes.

"Advance" shall mean any advance of funds by the Trustee on behalf of the Bond Bank to a Qualified Entity pursuant to a Warrant.

"Authorized Officer" shall mean the Chairperson, Vice Chairperson, or the Executive Director of the Bond Bank.

"Bond Bank" shall mean The Indianapolis Local Public Improvement Bond Bank, organized and existing under the Act by, but separate from, the City as a body corporate and politic, or any agency, board, body, commission, department or officer succeeding to the principal functions thereof or to whom the powers conferred upon the Bond Bank by the Act shall be given by law.

"Bond Counsel" shall mean counsel which is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government obligations from gross income under federal tax law.

"City" means the City of Indianapolis, Indiana.

"Code" shall mean the Internal Revenue Code of 1986, as amended and in effect on the Issue Date of the Notes, and the applicable judicial decisions, published rulings and regulations promulgated thereunder or under any predecessor code, all as in existence and in effect on the Issue Date of the Notes.

"County" means Marion County, Indiana.

"Debt Service Account" shall mean an account established within the Debt Service Fund designated for one Series of Notes.

"Debt Service Fund" shall mean the fund so designated and established and held by the Trustee pursuant to Section 4.2 of this Indenture.

"Depository Trust Company" shall mean The Depository Trust Company, and its successors and assigns, including any surviving, resulting or transferee corporation, or any successor corporation that may be appointed in a manner consistent with this Indenture and shall include any direct or indirect participants of The Depository Trust Company.
"Effective Rate" shall mean the effective rate of interest on the Warrants of a Qualified Entity after the Warrant Rate is reduced by the amounts paid to that Qualified Entity under Section 4.7 and after taking into account the periods during which the Warrants bear interest at the Excess Draw Rate.

"Excess Draw Rate" shall mean the interest rate of 1.48% per annum charged to a Qualified Entity for Advances in excess of the Maximum Monthly Cumulative Advance for that Qualified Entity and 1.48% for the Rollover Warrants.

"Event of Default" shall mean any one or more of the events specified as such in Section 6.1 of this Indenture.

"Federal Securities" shall mean (i) direct obligations of the United States of America or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, including but not limited to securities evidencing ownership interests in such obligations or in specified portions thereof (which may consist of specific portions of the principal of or interest on such obligations) and securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to such obligations and to repurchase agreements fully collateralized by such obligations, and (ii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (a) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given and which are rated at the time of purchase in one of the two highest full long-term classifications by Standard & Poor's Ratings Group.

"Fiscal Officer" shall mean the officer of the Qualified Entity or the deputy identified as such under the Warrant Purchase Agreement with respect thereto.

"Fund" means any fund created under Section 4.2 of this Indenture.

"Indenture" shall mean this Note Indenture, as supplemented or amended by any indenture supplemental hereto or amendatory hereof.

"Investment Securities" means any of the following: (i) Federal Securities (ii) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: Export-Import Bank, Federal Financing Corporation, Federal Housing Administration, Government National Mortgage Association, Consolidated Systemwide bonds and notes of the Federal Farm Credit Bank, Federal National Mortgage Association and Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, savings accounts, deposit accounts or depository receipts of a bank, savings and loan associations and mutual savings banks, including the Trustee, each fully insured by the Federal Deposit Insurance Corporation; (iv) bankers' acceptances or certificates of deposit of commercial banks or savings and loan associations, including the Trustee, which mature not more than one year after the date of

- 13 -
purchase; provided the banks or savings and loan associations (as opposed to their holding companies) are rated for unsecured debt at the time of purchase of the investments in the highest full long-term classification established by Standard & Poor's Ratings Group; (v) commercial paper rated at the time of purchase in the highest full classification by Standard & Poor's Ratings Group and which matures not more than 180 days after the date of purchase; (vi) investment agreements fully and properly secured at all times by collateral security described in (i), (ii) or (iii) above; (vii) repurchase agreements with any financial institution insured by the Federal Deposit Insurance Corporation (including the Trustee) or any broker-dealer with "retail customers" which falls under the jurisdiction of the Securities Investors Protection Corporation, which agreement is secured by any one or more of the securities described in clauses (i), (ii) or (iii) above; provided, (a) underlying securities are required by the repurchase agreement to be continuously maintained at a market value not less than the amount so invested, (b) the Trustee or a third party acting solely as agent for the Trustee has possession of the underlying securities, (c) the Trustee has received an opinion of counsel that it has a perfected first priority security interest in the collateral, (d) the underlying securities are free and clear of third party liens and in the case of SIPC brokers, was not acquired under a repurchase agreement or reverse repurchase agreement, and (e) failure to maintain Standard & Poor's Ratings Group's requisite collateral percentage will require the Trustee to liquidate the collateral; and (viii) money market funds and shares of money market mutual funds (including any money market fund for which the Trustee or any affiliate of the Trustee provides service for a fee) that invests only in (i), (ii) and (vii) above.

"IPTC" shall mean the Indianapolis Public Transportation Corporation.

"Issue Date" shall mean the date of initial payment for and delivery of the Notes.

"Library" shall mean the Indianapolis-Marion County Public Library.

"Maximum Monthly Cumulative Advance" shall mean the Warrant Amount.

"Minimum Monthly Cumulative Advance" shall mean 85% of a Monthly Cumulative Advance under a Warrant for a Qualified Entity and is the minimum cumulative Advance that Qualified Entity may receive in any month under that Warrant.

"Monthly Cumulative Advance" shall mean, with respect to a Warrant of a Qualified Entity, for any month the amount shown under that caption in Exhibit A of the Warrant Purchase Agreement with that Qualified Entity.

"Note Register" shall mean the registration books maintained by the Trustee as Registrar pursuant to Section 2.7 of this Indenture.

"Note Registrar" or "Registrar" shall mean the Trustee acting as such under this Indenture.

"Notes" shall mean The Indianapolis Local Public Improvement Bond Bank Notes, Series 2009I, Series 2009J, Series 2010A, Series 2010B, Series 2010C and Series 2010D, authorized
by, and authenticated and delivered pursuant to, this Indenture and "Note" means any of the 
Notes.

"Noteholder" or the term "owner" or any similar term, when used with reference to a 
Note or Notes shall mean the registered owner of any outstanding Note or Notes.

"Officer's Certificate" shall mean a certificate signed by an Authorized Officer of the 
Bond Bank.

"Opinion of Bond Counsel" shall mean a written opinion of Bond Counsel which opinion 
is acceptable to the Bond Bank.

"Outstanding" or "outstanding under this Indenture" or "outstanding hereunder", when 
used with reference to Notes, shall mean, at any date as of which the amount of outstanding 
Notes is to be determined, the aggregate of all Notes authorized and issued by the Bond Bank 
and authenticated and delivered by the Trustee under this Indenture, except:

(a) Notes canceled or surrendered to the Trustee for cancellation pursuant to 
Section 2.10 of this Indenture on or prior to such date;

(b) Notes deemed to have been paid as provided in Article X of this Indenture; and

(c) Any Note in lieu of or in substitution for which another Note or Notes shall have 
been issued by the Bond Bank and authenticated and delivered by the Trustee pursuant to this 
Indenture.

In determining whether the owners of a requisite aggregate principal amount of Notes 
outstanding have concurred in any request, demand, authorization, direction, notice, or waiver 
under this Indenture, Notes which are owned by the Bond Bank shall be deemed to be 
outstanding for the purpose of any such determination.

"Program" shall mean the program established by the Bond Bank whereby the Bond 
Bank purchases Warrants of the Qualified Entities.

"Qualified Entity" shall mean (1) with respect to the Series 2009I and Series 2010A 
Notes, the City; (2) with respect to the Series 2009J and Series 2010B Notes, the County; (3) 
with respect to the Series 2010C Notes, the Library; and (4) with respect to the Series 2010D 
Notes, the IPTC, which Qualified Entities shall each have executed a Warrant Purchase 
Agreement and shall not mean any other municipal corporation. "Qualified Entities" shall mean 
all of the Qualified Entities that have executed Warrant Purchase Agreements.

"Receipt" shall mean any payment made to or for the account of the Bond Bank with 
respect to any Warrant purchased by the Trustee. Each Receipt shall be credited to the Debt 
Service Account established for repayment of the Series of Notes the proceeds of which 
purchased the Warrant with respect to which the Receipt was received.
"Rollover Notes" shall mean the Notes maturing April 7, 2010, issued to purchase the Rollover Warrants.

"Rollover Warrant Rate" shall mean the initial Rollover Warrant Rate specified by the Bond Bank in Section 4.5.

"Rollover Warrants" shall mean the Warrants maturing on April 5, 2010.

"Series" or "Series of Notes" shall mean the Series 2009I Notes, the Series 2009J Notes, the Series 2010A Notes, the Series 2010B Notes, the Series 2010C Notes or the Series 2010D Notes.

"Series 2009I Notes" shall mean the Notes of the Bond Bank issued to provide funds for the purchase of the Rollover Warrants of the City.

"Series 2009J Notes" shall mean the Notes of the Bond Bank issued to provide funds for the purchase of the Rollover Warrants of the County.

"Series 2010A Notes" shall mean the Notes of the Bond Bank issued to provide funds for the purchase of the Warrants of the City.

"Series 2010B Notes" shall mean the Notes of the Bond Bank issued to provide funds to purchase the Warrants of the County.

"Series 2010C Notes" shall mean the Notes of the Bond Bank issued to provide funds to purchase the Warrants of Library.

"Series 2010D Notes" shall mean the Notes of the Bond Bank issued to provide funds to purchase the Warrants of the IPTC.

"State" shall mean the State of Indiana.

"Supplemental Agreement" shall mean any agreement supplementing or amending any Warrant Purchase Agreement.

"Supplemental Indenture" or "indenture supplemental hereto" shall mean any indenture supplemental to or amendatory of this Indenture as originally executed which is duly executed in accordance with the provisions of this Indenture.

"2009 Taxes" shall mean ad valorem property taxes levied in 2008 and still collectible for the 2009 budget year.

"2010 Taxes" shall mean ad valorem property taxes levied in 2009 and collectible for the 2010 budget year.

"Taxes" shall mean both the 2009 Taxes and the 2010 Taxes.
"Trust Estate" shall mean, with respect to each Series of Notes, the properties, rights, interests, and benefits pledged to that Series under this Indenture.

"Trustee" shall mean UMB Bank, N.A., a national banking association, and any successor trustee pursuant to Section 7.5 or Section 7.8 of this Indenture at the time serving as Trustee hereunder.

"Warrant Amount" means the amount the Qualifying Entity is authorized to borrow from the Bond Bank pursuant to the Warrant Purchase Agreement.

"Warrant Purchase Account" shall mean the account established within the Warrant Purchase Fund designated for one Series of Notes.

"Warrant Purchase Agreement" shall mean any and each agreement by and between the Bond Bank and a Qualified Entity, substantially in the form attached hereto as Exhibit A, relating to the purchase by the Trustee on behalf of the Bond Bank of Warrants to be issued by a Qualified Entity and the making of Advances thereunder subject to the provisions of this Indenture.

"Warrant Purchase Fund" shall mean the fund so designated held by the Trustee pursuant to Section 4.2 of this Indenture.

"Warrant Rate" means the initial Warrant Rate specified by the Bond Bank in Section 4.5.

"Warrants" shall mean the warrants issued by the Qualified Entities which Warrants are issued in anticipation of the receipt of the Taxes, and which are (i) issued in the aggregate amount not exceeding the principal amounts authorized to be purchased under the Warrant Purchase Agreements, and (ii) purchased by the Trustee in the manner provided in Section 4.5 of this Indenture. A "Warrant" means one of the Warrants. The Warrants mature on August 4, 2010 and the Rollover Warrants mature on April 5, 2010.

Section 1.2. Liability on Notes. (a) The Notes of each Series and interest thereon, shall be limited obligations of the Bond Bank payable solely from the Trust Estate attributable to that Series of Notes and shall be a valid claim of the respective owners thereof only against such Trust Estate, which is herein pledged for the equal and ratable payment of that Series of Notes subject to Trustee's lien for fees and expenses and shall be used for no other purpose than to pay the principal of and interest on that Series of Notes, except as may be otherwise expressly authorized in this Indenture.

(b) The Notes are not and shall never constitute or create a liability, legal or moral, or debt, general or special, pledge of the faith and credit, or loan of the credit of the State, any political subdivision thereof or any Qualified Entity, or an indebtedness, liability or obligation of any director, officer, agent or employee of the Bond Bank in his or her individual capacity. No covenant, stipulation, obligation or agreement contained herein or in the Notes shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future director, officer, agent or employee of the Bond Bank in his or her individual capacity.
(c) The Bond Bank has no taxing power. Neither the State nor any political subdivision thereof, including any Qualified Entity, is obligated to levy or pledge any form of taxation whatsoever to pay the principal or interest on the Notes. Neither the State nor any political subdivision thereof, including any Qualified Entity, shall be liable for the payment of the principal of and interest on the Notes or for the performance of any agreement or covenant of any kind which may be undertaken by the Bond Bank and no breach by the Bond Bank of any covenant or agreement shall create any obligation upon the State or any political subdivision thereof, provided, however, that in no event shall this Section affect the obligations of each Qualified Entity to make timely payments of principal and interest of its Warrants or under the Warrant Purchase Agreement to which it is a party.

Section 1.3. Preambles. The Preambles of this Indenture shall be deemed a part hereof.

(End of Article I)
ARTICLE II

GENERAL TERMS AND PROVISIONS OF NOTES

Section 2.1. **Authorized Amount of Notes; Form of Notes.** No Notes may be issued under the provisions of this Indenture except in accordance with this Article. The Notes issued under this Indenture shall be in fully registered form substantially in the form set forth in this Indenture with such appropriate variations, additions and omissions as are permitted or required by this Indenture.

Section 2.2. **Series of Notes.** There are hereby created for issuance under this Indenture six Series of Notes designated "The Indianapolis Local Public Improvement Bond Bank Notes, Series 2009I, Series 2009J, Series 2010A, Series 2010B, Series 2010C and Series 2010D". The total aggregate principal amount of the Notes is $111,850,000 which amount is allocated among the various Series of Notes to purchase the Warrants of the Qualified Entities and refund outstanding notes as follows:

<table>
<thead>
<tr>
<th>Series</th>
<th>April 7, 2010 Rollover Notes Amount</th>
<th>August 6, 2010 Notes Amount</th>
<th>Qualified Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series 2009I Notes</td>
<td>$14,250,000</td>
<td></td>
<td>City</td>
</tr>
<tr>
<td>Series 2009J Notes</td>
<td>$10,700,000</td>
<td></td>
<td>County</td>
</tr>
<tr>
<td>Series 2010A Notes</td>
<td>$39,425,000</td>
<td></td>
<td>City</td>
</tr>
<tr>
<td>Series 2010B Notes</td>
<td>$34,875,000</td>
<td></td>
<td>County</td>
</tr>
<tr>
<td>Series 2010C Notes</td>
<td>$6,250,000</td>
<td></td>
<td>Library</td>
</tr>
<tr>
<td>Series 2010D Notes</td>
<td>$6,350,000</td>
<td></td>
<td>IPTC</td>
</tr>
</tbody>
</table>

Proceeds of each Series of Notes may be used only to make Advances to the Qualified Entity designated for that Series of Notes under this Indenture and as allocated above or for any other purposes permitted under this Indenture. Proceeds of each Series of Rollover Notes shall be deposited in the respective Debt Service Accounts and applied to the repayment of the Bond Bank's Notes, Series 2009A and Series 2009B as shown in Section 4.3. Payment of the principal of and interest on each Series of Notes shall be derived only from the Trust Estate for that Series of Notes. In no event shall the repayment of any Series of Notes be made from or secured by the Trust Estate attributable to any other Series of Notes. Each Series of Notes shall be treated as a separate issue of Notes for all purposes.

Section 2.3. **Terms of Notes.** The Notes shall be originally dated the Issue Date, shall bear interest at the rate of .270% per annum for the Rollover Notes and .370% for the remaining
Notes. Interest on the Notes shall be payable at maturity and mature on April 7, 2010 for the Rollover Notes and mature on August 6, 2010 for the remaining Notes.

The Notes (other than the Rollover Notes) are subject to redemption prior to maturity, in whole or in part, on any date on or after June 30, 2010, at par, plus accrued interest to the date fixed for redemption with no premium.

If any of the Notes are called for redemption prior to maturity, notice thereof identifying the Notes to be redeemed will be given by mailing a redemption notice by first class mail not less than 20 days nor more than 45 days prior to the date fixed for redemption to the Noteholder of the Note to be redeemed at the address shown on the registration books of the Trustee, provided any such notice shall state that it will be cancelled by the Trustee if the moneys required to effect such redemption have not been received by (or are not on hand with) the Trustee on the second business day prior to the redemption date. Notice shall further be given as provided in the Indenture, but failure to give such additional notice shall not affect the validity of the proceedings for the redemption of the Notes. Failure to give such notice by mailing, or any defect therein with respect to any Note, shall not affect the validity of any proceeding for the redemption of other Notes. All Notes so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment at that time.

Interest on the Notes shall be calculated on the basis of a 365-day year for the actual number of days elapsed. Each Note shall bear interest payable from the Issue Date. The Notes shall be issued in the denominations of $25,000 and any multiple thereof and each Series shall be separately and distinctively numbered in accordance with the Note Register maintained by the Trustee as Registrar.

The principal of and interest on any Note shall be payable to the registered owner thereof or its assigns upon surrender thereof at the corporate trust operations office of the Trustee located in the City of Kansas City, Missouri. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts. Any interest or principal due on any Note registered in the name of a depository or its nominee shall be payable in immediately available funds delivered to the corporate trust operations office of the Trustee located in the City of Kansas City, Missouri. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. 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 be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

Section 2.4. Execution. The Notes shall be executed on behalf of the Bond Bank with the official manual or facsimile signature of its Chairperson or Vice Chairperson and attested with the official manual or facsimile signature of its Executive Director, provided that these signatures may be by facsimile with the manual authentication of the Trustee and shall have
affixed, impressed, imprinted or otherwise reproduced thereon the official seal of the Bond Bank or a facsimile thereof. If any officer whose signature or facsimile of whose signature shall appear on the Notes shall cease to be such officer before the delivery of such Notes, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes with the same force and effect as if such officer had remained in office until delivery.

Section 2.5. **Authentication.** No Note shall be valid or become obligatory for any purpose or be entitled to any security or benefit under this Indenture unless and until a certificate of authentication substantially in the form hereinbefore set forth shall have been duly executed by a duly authorized representative of the Trustee, and such executed certificate of the Trustee upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Note shall be deemed to have been executed by it if signed by an authorized representative of the Trustee, but it shall not be necessary that the same representative sign the certificate of authentication on all of the Notes issued hereunder.

Section 2.6. **Mutilated, Lost, Stolen or Destroyed Notes.** If any outstanding Note, whether temporary or definitive, is mutilated, lost, stolen or destroyed, the Bond Bank may execute and, upon its request, the Trustee may authenticate a new Note in the same principal amount and of like tenor as the mutilated, lost or stolen or destroyed Note; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Note, there shall be first furnished to the Bond Bank and the Trustee evidence of such loss, theft or destruction in form satisfactory to the Trustee, together with an indemnity satisfactory to them. If any such Note shall have matured, instead of issuing a substitute Note the Bond Bank may authorize the payment of the same. The Bond Bank and the Trustee may charge the owner of such Note with their reasonable fees and expenses in this connection. Any Note issued under the provisions of this Section 2.6 in lieu of any Note alleged to be destroyed, lost or stolen shall constitute an original additional contractual obligation on the part of the Bond Bank, whether or not the Note so alleged to be destroyed, lost or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture together with all other Notes in substitution for which such Notes were issued.

Section 2.7. **Registration of Notes.** The Trustee shall be the Note Registrar for the Notes. So long as any of the Notes shall remain outstanding, there shall be maintained and kept for the Bond Bank, at the principal corporate trust operations office of the Trustee, the Note Register for the registration and transfer of the Notes and, upon presentation thereof for such purpose at such office, the Note Registrar shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any Note.

Subject to Section 2.9, upon surrender for transfer of any Note at the principal corporate trust operations office of the Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by the registered owner or its attorney duly authorized in writing, the Bond Bank shall execute and the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Note or Notes of the same Series for a like aggregate principal amount. The Notes may be transferred or exchanged without cost to the Noteholders except for any tax or governmental
charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The execution by the Bond Bank of any Note of any denomination shall constitute full and due authorization of such denomination and the Registrar shall thereby be authorized to authenticate and deliver such Note.

The person in whose name a registered Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and 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 Note to the extent of the sum or sums so paid.

All Notes delivered upon any transfer or exchange shall be valid obligations of the Bond Bank, evidencing the same debt as the Notes surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Note surrendered.

Section 2.8. Persons Treated as Owners. The Bond Bank, the Trustee and the Note Registrar may for the purpose of receiving payment of, or on account of, the principal of and interest on any Note and for all other purposes, deem and treat the person in whose name such Note shall be registered upon the Note Register as the absolute owner of such Note, whether or not such Note is overdue, and neither the Bond Bank, the Trustee nor the Note Registrar shall be affected by any notice to the contrary.

Payment made to the person deemed to be the owner of any Note for the purpose of such payment in accordance with the provisions of this Section 2.8 shall be valid and effective, to the extent of the sum or sums so paid, to satisfy and discharge the liability upon such Note in respect of which such payment was made.

Section 2.9. Book Entry System. (1) The Bond Bank has determined that it is beneficial to the Bond Bank to have the Notes held by a central depository system pursuant to an agreement between the Bond Bank and the Depository Trust Company, and have transfers of the Notes effected by book-entry on the books of the central depository system. The Notes shall be initially issued in the form of a separate single authenticated fully registered Note for each Series in the amount of each Series of Notes. Upon initial issuance, the ownership of each such Note shall be registered in the register kept by the Trustee in the name of CEDE & CO., as nominee of the Depository Trust Company. With respect to the Notes registered in the register kept by the Trustee in the name of CEDE & CO., as nominee of the Depository Trust Company, the Bond Bank and the Trustee shall have no responsibility or obligation to any Noteholder of the Notes with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Noteholder with respect to ownership questions, (ii) the delivery to any Noteholder or any other person, other than the Depository Trust Company, of any notice with respect to the Notes including any notice of redemption, or (iii) the payment to any Noteholder or any other person, other than the Depository Trust Company, of any amount with respect to the principal of or interest on the Notes. The Bond Bank and the Trustee may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute Noteholder of each Note for the purpose of
payment of the principal of and premium, if any, and interest on such Note, for the purpose of giving notices of redemption and other matters with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Trustee shall pay all principal of and premium, if any, and interest on the Notes of a Series only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Bond Bank's and the Trustee's obligations with respect to principal of and interest on the Notes of that Series to the extent of the sum or sums so paid. No person other than the Depository Trust Company shall receive an authenticated Note evidencing the obligation of the Bond Bank and the Trustee to make payments of the principal of and interest pursuant to this Indenture for the Notes. Upon delivery by the Depository Trust Company to the Trustee of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Indenture shall refer to such new nominee of the Depository Trust Company.

(2) Upon receipt by the Bond Bank and the Trustee of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Notes shall no longer be restricted to being registered in the register of the Bond Bank kept by the Trustee in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the Noteholders transferring or exchanging Notes shall designate, in accordance with the provisions hereof.

(3) If the Bond Bank determines that it is in the best interest of the Noteholders that they be able to obtain certificated Notes for each Series, the Bond Bank may notify the Depository Trust Company and the Trustee, whereupon the Depository Trust Company will notify the Noteholders of the availability through the Depository Trust Company of certificated Notes for each Series. In such event, the Trustee shall prepare, authenticate, transfer and exchange Note certificates for each Series as requested by the Depository Trust Company and any other Noteholder in appropriate amounts, and whenever the Depository Trust Company requests the Bond Bank and the Trustee to do so, the Trustee and the Bond Bank will cooperate with the Depository Trust Company in taking appropriate action after reasonable notice (i) to make available one or more separate Note certificates of each Series evidencing the Noteholder's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of Note certificates evidencing the Noteholder's Depository Trust Company account.

(4) Notwithstanding any other provision hereof to the contrary, so long as any Note is registered in the name of CEDE & CO. as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Notes and all notices with respect to such Notes shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Bond Bank to the Depository Trust Company.
(5) In connection with any notice or other communication to be provided to Noteholders by the Bond Bank or the Trustee with respect to any consent or other action to be taken by Noteholders, the Bond Bank or the Trustee as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than 18 calendar days in advance of such record date to the extent possible.

(6) If the Notes of any Series shall no longer be restricted to being registered in the name of a Depository Trust Company, the Trustee shall cause Notes of that Series to be printed in blank in such number as the Trustee shall determine to be necessary or customary; provided, however, that the Trustee shall not be required to have such Notes printed until it shall have received from the Bond Bank indemnification for all costs and expenses associated with such printing.

Section 2.10. Cancellation and Destruction of Surrendered Notes. Upon the surrender to the Trustee of any mutilated Notes, or Notes transferred or exchanged for other Notes, or Notes paid at maturity by the Bond Bank, the same shall forthwith be canceled and destroyed by the Trustee, and the Trustee, upon the request of the Bond Bank, shall deliver its certificate of such destruction to the Bond Bank.

(End of Article II)
ARTICLE III
ISSUANCE OF THE NOTES

Upon the execution and delivery of this Indenture, the Bond Bank shall execute and deliver to the Trustee and the Trustee shall authenticate the Notes and the Trustee shall deliver the Notes to the purchasers of the Notes as may be directed by the Bond Bank; provided that, prior to delivery of the Notes, the Bond Bank shall cause to be delivered to the Trustee:

A. A copy, duly certified by the Executive Director of the Bond Bank, of the resolution or resolutions adopted by the Bond Bank authorizing the execution and delivery of this Indenture and the Warrant Purchase Agreements and the sale, issuance and delivery of the Notes;

B. An original executed counterpart of this Indenture;

C. A written request and authorization to the Trustee on behalf of the Bond Bank, signed by its Chairperson or Vice Chairperson, to authenticate and deliver the Notes to the purchaser or purchasers therein identified upon payment to the Trustee of the sum therein specified and setting forth instructions as to the delivery and application of the proceeds of the Notes;

D. A report of an independent accountant or firm of accountants to the effect that, with regard to each Series of Notes, the anticipated revenues from the repayment of the Warrants purchased with the proceeds of that Series of Notes and the investment of funds as part of the Trust Estate pledged to that Series of Notes are expected to be sufficient to pay the principal of and interest on that Series of Notes;

E. The executed Warrant Purchase Agreements;

F. An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) the Bond Bank has the right and power under the Act to execute the Indenture, and the Indenture has been duly and lawfully adopted by the Bond Bank, is in full force and effect and is valid and binding upon the Bond Bank and enforceable in accordance with its terms, and no other authorization for the Indenture is required; (ii) the Indenture creates the valid pledges for each Series of Notes which it purports to create of the Warrants purchased with the proceeds of that Series of Notes, the payments on those Warrants, moneys, securities and funds held or set aside under the Indenture, subject to the application thereof to the purposes and on the conditions permitted by the Indenture; and (iii) the Notes of each Series are valid and binding limited obligations of the Bond Bank as provided in the Indenture, payable and enforceable in accordance with their respective terms and the terms of the Indenture and entitled to the benefits of the Indenture to the extent applicable to that Series of Notes and of the Act, and such Notes have been duly and validly authorized and issued in accordance with law, including the Act, and in accordance with the Indenture;

G. A certificate of an Authorized Officer stating that no Event of Default on the part of the Bond Bank exists under the provisions contained in the Indenture;
H. A certificate of an Authorized Officer that Indiana Code 5-1.4-5, has not been repealed or amended in a manner that would adversely affect the rights of owners of Notes; and

I. Such other closing documents as the Trustee or Bond Counsel may reasonably require.

(End of Article III)
ARTICLE IV

ACCOUNTS; FLOW OF FUNDS; INVESTMENTS; DEPOSITS

Section 4.1. Security for Notes and Sources of Payment.

(a) Each Series of Notes shall be limited obligations of the Bond Bank payable solely from the Trust Estate pledged therefor or from the proceeds of obligations of the Bond Bank issued to refund each Series of Notes.

(b) Moneys held in the following Accounts are part of the Trust Estate of, and pledged to the payment of, the Notes of each Series as indicated in the table set forth below, subject to the terms of the Indenture permitting or requiring application of moneys for other purposes:

<table>
<thead>
<tr>
<th>Account</th>
<th>Series</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Warrant Purchase Account and Series I Debt Service Account</td>
<td>Series 2009I</td>
</tr>
<tr>
<td>County Warrant Purchase Account and Series J Debt Service Account</td>
<td>Series 2009J</td>
</tr>
<tr>
<td>City Warrant Purchase Account and Series A Debt Service Account</td>
<td>Series 2010A</td>
</tr>
<tr>
<td>County Warrant Purchase Account and Series B Debt Service Account</td>
<td>Series 2010B</td>
</tr>
<tr>
<td>Library Warrant Purchase Account and Series C Debt Service Account</td>
<td>Series 2010C</td>
</tr>
<tr>
<td>IPTC Warrant Purchase Account and Series D Debt Service Account</td>
<td>Series 2010D</td>
</tr>
</tbody>
</table>

Separate subaccounts shall be used for each Account for proceeds and repayments from 2009 Taxes and 2010 Taxes, which shall be accounted for separately.

Section 4.2. Establishment of Funds. The Bond Bank hereby creates and establishes the following special trust funds, each of which shall be held by the Trustee for the benefit and security of the owners of the Notes:

A. Debt Service Fund; and

B. Warrant Purchase Fund.
Section 4.3. **Debt Service Fund.** The Trustee shall establish within the Debt Service Fund, a Debt Service Account for each Series of Notes, each designated for one Series of Notes, as described in subsection 4.1(b). Except as hereinafter provided, amounts held in a Debt Service Account shall be applied to the payment of the principal of and interest on that Series of Notes. Pending such application, moneys in the Debt Service Fund shall be invested in Investment Securities, and the earnings derived therefrom shall be credited to the Funds and Accounts, respectively, pursuant to Section 4.8.

Proceeds of the Rollover Notes shall be used to repay the Bond Bank's Notes, Series 2009A and Series 2009B as follows:

- Series I repays Series 2009A
- Series J repays Series 2009B

Section 4.4. **Warrant Purchase Fund; Warrant Purchase Accounts.**

(a) The Trustee shall establish within the Warrant Purchase Fund four separate Warrant Purchase Accounts designated the City Warrant Purchase Account, the County Warrant Purchase Account, the Library Warrant Purchase Account and the IPTC Warrant Purchase Account, respectively, and shall deposit and hold funds in each Warrant Purchase Account equal to the proceeds of the Series of Notes attributable thereto. The Trustee shall establish separate subaccounts for purchasing Warrants payable from the 2009 Taxes and 2010 Taxes.

(b) Moneys in each Warrant Purchase Account shall be invested in Investment Securities and the earnings derived therefrom shall be applied pursuant to Section 4.8.

(c) On August 8, 2010, any funds remaining in any Warrant Purchase Account shall be transferred to the Debt Service Account for the same Series of Notes and held for the payment of the principal of or interest on that Series of Notes.

Section 4.5. **Warrant Purchase Accounts, Purchase of Warrants; Advances.**

(a) (1) The Warrant or Warrants of each Qualified Entity and any Advances, up to the Maximum Cumulative Monthly Advances thereunder shall bear interest from December 30, 2009, at the following Warrant Rates per annum through maturity or redemption prior to maturity.

<table>
<thead>
<tr>
<th>Qualified Entity</th>
<th>April 7, 2010 Rollover Warrant Rate</th>
<th>August 6, 2010 Warrant Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>1.48 %</td>
<td>1.48%</td>
</tr>
<tr>
<td>County</td>
<td>1.48%</td>
<td>1.48%</td>
</tr>
<tr>
<td>Library</td>
<td>1.48%</td>
<td>1.48%</td>
</tr>
<tr>
<td>IPTC</td>
<td>1.48%</td>
<td>1.48%</td>
</tr>
</tbody>
</table>

Advances in excess of the Maximum Cumulative Monthly Advance applicable to that Warrant and amounts outstanding after April 7, 2010 for a Rollover Warrant, and August 6, 2010
for a Warrant (other than a Rollover Warrant) shall bear interest at the Excess Draw Rate as provided in the Warrant Purchase Agreement for that Warrant.

(2) If at any time a Qualified Entity has not requested Advances with respect to a Warrant equal to at least the Minimum Monthly Cumulative Advance, the Trustee shall make an Advance, as set forth in the Warrant Purchase Agreement, to that Qualified Entity under that Warrant in the amount necessary to make the amount of that Warrant Outstanding equal to the Minimum Monthly Cumulative Advance. As long as the Bond Bank determines that the repayment of the Notes will not be adversely affected, the Bond Bank may, with the consent of the appropriate Qualified Entity, waive the requirements of this paragraph.

(3) All Rollover Warrants shall be repaid by the Qualified Entities on or before April 5, 2010, and all remaining Warrants shall be repaid by the Qualified Entities on or before August 4, 2010; provided, however, that any such prepayment is subject to the prior signed written consent of the Bond Bank.

(b) Disbursements for the purchase of Warrants, for the making of Advances thereunder and for costs of issuance of the Notes shall be made by the Trustee, within the limitations of Section 5.7 and this Section 4.5, from the Warrant Purchase Accounts after receipt of such Warrants bearing the date and signature of an Authorized Officer of the appropriate Qualified Entity. The Trustee shall not make any disbursement from a Warrant Purchase Account (except to pay costs of issuance) until it has received an executed counterpart of a Warrant Purchase Agreement, in force and effective as of the time of such disbursement, between the Bond Bank and the Qualified Entity with respect to whose Warrant such Account has been established, together with copies of the documents required by Section 5.7 of this Indenture and the respective Warrant Purchase Agreement.

(c) The Bond Bank shall, at the request of a Qualified Entity, purchase Warrants or make Advances thereunder but only from funds in the Warrant Purchase Account for that Qualified Entity.

(d) Receipts received by the Trustee from each Qualified Entity shall be deposited in the Debt Service Account designated for payment of that Series of Notes to the extent such Receipts constitute repayment of principal of and interest on the Warrants. The Trustee shall maintain adequate records with respect to all Receipts from each Qualified Entity.

Section 4.6. Costs of Issuance. No Cost of Issuance Fund will be created. Costs of issuance of the Notes will be paid either from funds available to the Bond Bank, the Warrant Purchase Accounts or any combination of these sources. Any amount charged to the Warrant Purchase Accounts will be charged to each Qualified Entity's Warrant Purchase Account on the basis of the ratio of the principal amount of that Qualified Entity's Warrants to the total principal amount of the Warrants acquired by the Bond Bank under this Indenture, rounded to take into account the minimum denomination of the Notes.

Section 4.7. Remaining Moneys. All moneys remaining with the Trustee in any Account designated for a Series of Notes after that Series of Notes is paid in full shall be used to
make any payments required by Section 5.11(b) and any fees and expenses of the Trustee, and thereafter, at the Bond Bank's discretion, paid (i) to the Bond Bank, or (ii) to the Qualified Entity designated for that Account to reduce the Warrant Rate on that Qualified Entity's Warrants to the Effective Rate.

Section 4.8. Investments. Moneys in the Debt Service Fund and the Warrant Purchase Fund shall at all times be invested, to the extent practicable, in Investment Securities maturing at such times and in such amounts as will make cash available for the purposes of such Funds as needed. Such Investment Securities shall be acquired, as directed in writing by an Authorized Officer, or, in the absence of such direction, the Trustee shall invest in any money market fund meeting the requirements of clause (viii) of the definition of Investment Securities contained in this Indenture.

The Trustee is authorized to commingle amounts in the various Accounts of each Fund held under this Indenture for the purposes of making investments; provided, however, all income earned on Investment Securities held in or attributable to any Account shall be credited to the Account in which earned; provided, further, the Trustee is authorized to transfer to the extent required any investment income received with respect to the Warrant Purchase Account designated for a Series to the Debt Service Account, designated for that Series for the payment of the Series of Notes as set forth in Section 4.1. Any investments and all earnings on those investments shall be the property of the Bond Bank. No Qualified Entity shall bear any risk of loss or be in any way liable with regard to such investments. Although the Bond Bank recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Bond Bank hereby agrees that confirmation of Investment Securities 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.

The Trustee shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of all money and any Investment Security accruing to the Trustee hereunder in strict conformance with the Indenture and such books shall be available for inspection at reasonable hours and under reasonable conditions by the holders of the Notes.

The Bond Bank and the Trustee (to the extent it exercises investment discretion) severally (i) certify to the owners of the Notes from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Notes, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other sources, are not intended to be used in a manner which will cause the interest on the Notes to become includable in gross income for federal tax purposes and (ii) covenant with the owners of the Notes from time to time Outstanding that, so long as any of the Notes remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Notes, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other source, will not be used in any manner which will cause the interest on the Notes to become includable in gross income for federal tax purposes under the Code.
Section 4.9. Non-presentation of Notes. If any Notes shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such Notes shall be held by the Trustee for the benefit of the owner or owners of those Notes, all liability of the Bond Bank to the owner or owners of those Notes for the payment of such Notes shall forthwith cease, determine and be completely discharged and thereupon it shall be the duty of the Trustee to hold such funds without liability for interest thereon, for the benefit of the owner or owners of such Notes 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 Notes.

Section 4.10. Unclaimed Moneys. All moneys which the Trustee shall have withdrawn from the Debt Service Fund or shall have received from any other source and set aside for the purpose of paying any of the Notes hereby secured shall be held in trust for the respective owners of such Notes, but any moneys which shall be so set aside or deposited by the Trustee and which shall remain unclaimed by the owners of such Notes for a period of two years after the date on which such Notes shall have become due and payable shall be paid to the Bond Bank or to such officers, board or body as may then be entitled by law to receive the same; provided, however, that the notice to be given, in the manner provided in Section 11.6 of this Indenture, to the owners of such Notes not less than ninety (90) days prior to the date of such payment that the moneys have not been claimed and that after a date named therein any unclaimed balance of said moneys then remaining will be returned to the Bond Bank upon receipt of a written request from the Bond Bank by the Trustee or to such officer, board or body, as the case may be, and thereafter the owners of such Notes shall look only to the Bond Bank or to such officer, board or body, as the case may be, for payment and then only to the extent of the amount so received without any interest thereon, and the Trustee shall have no responsibility with respect to such moneys.

(End of Article IV)
ARTICLE V

GENERAL COVENANTS AND PROVISIONS

Section 5.1. Payment of Principal and Interest. The Bond Bank covenants that it will promptly pay the principal of and interest on every Note issued under this Indenture at the place, on the date and in the manner provided herein and in the Notes according to the true intent and meaning thereof, subject, however, to the provisions of Section 1.2 of this Indenture.

Section 5.2. Performance of Covenants. The Bond Bank covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto, subject to the provisions of Section 1.2 of this Indenture. The Bond Bank covenants that it is duly authorized under the laws of the State, including particularly and without limitation the Act, to issue the Notes authorized hereby and to execute this Indenture, to pledge the Receipts and other funds described herein and pledged hereby in the manner and to the extent herein set forth; that all action on its part for the issuance of the Notes and the execution and delivery of this Indenture has been duly and effectively taken as provided herein; and that the Notes in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bond Bank according to the import thereof.

Section 5.3. Instruments of Further Assurance. The Bond Bank covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, pledging, assigning and confirming unto the Trustee the Receipts and other funds pledged hereby to the payment of the principal of and interest on the Notes.

Section 5.4. No Extension of Time of Payment of Interest. In order to prevent any accumulation of claims for interest after maturity, the Bond Bank will not, directly or indirectly, extend or assent to the extension of time of payment of any claims for interest on any of the Notes and will not directly or indirectly be a party to or approve any such arrangement by purchasing or funding such claims for interest or in any other manner. If such claim for interest shall be extended or funded in violation of this Section 5.4, such claim for interest shall not be entitled, in case of any default under this Indenture, to the benefit or security of this Indenture except subject to the prior payment in full of the principal of all Notes outstanding under this Indenture, and of all claims for interest which shall not have been so extended or funded.

Section 5.5. Inspection of Records. The Bond Bank covenants and agrees that all books, records and documents in its possession relating to the Warrants, the Warrant Purchase Agreements and the Receipts shall at all times be open to inspection by such accountants, attorneys or other agents as the Trustee or the Bank may from time to time designate in writing.

Section 5.6. List of Noteholders. There shall be kept on file at the principal corporate trust operations office of the Trustee a list of names and addresses of the registered owners of the
Notes. Such list shall include a description of the principal amount of Notes held by each such registered owner and the Series and numbers of such Notes. At reasonable times and under reasonable regulations established by the Trustee, such list may be inspected and copied by the Bond Bank or by the owners (or a designated representative thereof) of 25% or more in principal amount of the Notes then outstanding at the expense of the person or entity requesting the copy, such authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 5.7. Conditions Precedent to Purchase of a Warrant Under Warrant Purchase Agreements. The Bond Bank shall not purchase any Warrant or make Advances under any Warrant Purchase Agreement until it has received from the Qualified Entity which will be party to such Warrant Purchase Agreement, each of the following:

A. An original executed counterpart of such Warrant Purchase Agreement;

B. An opinion of the attorney for the Qualified Entity to the effect that such Warrant Purchase Agreement has been validly executed and delivered on behalf of the Qualified Entity and constitutes a valid and binding agreement of the Qualified Entity;

C. The Warrant issued by the Qualified Entity and purchased by the Trustee on behalf of the Bond Bank under such Warrant Purchase Agreement in such form as shall be acceptable to the Trustee subject to the provisions of Section 4.5;

D. The written request of the Qualified Entity for an Advance other than Advances made under Section 4.5(a)(2); and

E. An Opinion of Bond Counsel to the effect that the Warrant is a valid and binding obligation of the Qualified Entity payable from ad valorem property taxes levied and in the course of collection at the time of issuance.

Section 5.8. Assignment of Warrants and Warrant Purchase Agreements. All rights of the Bond Bank under the Warrants and the provisions of the Warrant Purchase Agreements shall be and are hereby assigned and pledged to the Trustee for the benefit and security of the owners of the Notes to secure the punctual performance by the Bond Bank of all of its obligations under the terms and provisions of this Indenture.

Section 5.9. Rights Under Warrant Purchase Agreements. The Warrant Purchase Agreements, duly executed counterparts of which shall be filed with the Trustee, set forth the covenants and obligations of the Bond Bank and the Qualified Entities. The Bond Bank agrees that the Trustee in its name or in the name of the Bond Bank may enforce all rights of the Bond Bank and all obligations of the Qualified Entities under and pursuant to the Warrant Purchase Agreements for and on behalf of the owners of the Notes of such Series, whether or not the Bond Bank is in default hereunder or thereunder; provided, however the Trustee shall have no obligations under the Warrant Purchase Agreements except as expressly provided therein and herein. The Bond Bank hereby agrees to cooperate fully with the Trustee in any proceedings, or to join in or commence in its own name any proceedings, for the enforcement of the obligations
of the Qualified Entities under and pursuant to the Warrant Purchase Agreements, if the Trustee
shall so request.

Section 5.10. **Additional Security.** The Bond Bank covenants, whenever and so often as
reasonably required to do so by the Trustee, promptly to execute and deliver or cause to be
delivered all such other and further instruments, documents or assurances, and promptly to do or
cause to be done all such other further things, as may be necessary or reasonably required in
order to further and more fully vest in the Trustee and the owners of the Notes all rights, interest,
powers, benefits, privileges and advantages conferred or intended to be conferred upon them by
this Indenture.

Section 5.11. **Tax Covenants.**

(a) To assure the exclusion of the interest on the Notes from the gross income of the
owners thereof for federal tax purposes under Section 103 of the Code and as an inducement to
the purchasers of the Notes, the Bond Bank covenants and agrees as follows:

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

(2) These covenants are based solely on current law in effect and in existence
on the Issue Date.

(3) It shall not be an event of default under the Indenture if the interest on the
Notes is not excludable from gross income for federal tax purposes or otherwise pursuant
to any provision of the Code which is not currently in effect and in existence on the Issue
Date.

(4) In making any determination regarding the covenants, the Bond Bank may
rely on an Opinion of Bond Counsel.
(b) The Bond Bank intends to comply with the rebate requirement of Section 148(f) of the Code ("Rebate Requirement") by qualifying for the exceptions to the Rebate Requirement set forth in Section 148(f)(4)(B) of the Code. If the Bond Bank fails to qualify for these exceptions and, in the Opinion of Bond Counsel, is required to pay any rebate amount required by Section 148(f) of the Code, it will, to the extent necessary to preserve the exclusion from gross income of interest on the Notes, rebate any necessary amounts to the United States of America to the extent required by the Code and any applicable regulations. The Bond Bank may assess each Qualified Entity for its allocable portion of any rebate amount owed pursuant to the respective Warrant Purchase Agreements. The Bond Bank agrees to consult Bond Counsel thirty (30) days prior to the maturity of the Notes with regard to the necessity for calculating the rebate amount earned on proceeds of any Series of Notes.

(End of Article V)
ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1. Defaults; Events of Default. If any of the following events occurs with respect to any Series of Notes, it is hereby defined as and declared to be and to constitute an "Event of Default" with respect to that Series of Notes:

A. If default shall occur in the due and punctual payment of the principal of or interest on any Note of that Series; or

B. If default shall be made by the Bond Bank with respect to that Series in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in that Series of Notes, and such default shall have continued for a period of ten (10) days after the Bond Bank shall have been given written notice of such default by the Trustee.

Section 6.2. Remedies: Rights of Noteholders. Upon the occurrence and continuance of an Event of Default, the Trustee may pursue any available remedy by action at law or suit in equity to enforce the payment of the principal of and interest on that Series of Notes then outstanding and in default, including any and all such actions arising under or by reason of the Warrants and the Warrant Purchase Agreements.

If an Event of Default shall have occurred and be continuing, and if requested so to do by the owners of 25% in aggregate principal amount of such Series of Notes then outstanding and in default and indemnified as provided in subsection (L) of Section 7.1 of this Indenture, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section 6.2 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the owners of such Series.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Noteholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given to the Trustee or to the Noteholders hereunder or now or hereafter existing at law or in equity.

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

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Noteholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 6.3. Right of Noteholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, but subject to the provisions of Section 7.1, particularly (L) thereof, of this Indenture, the owners of a majority in aggregate principal amount of a Series of Notes then outstanding for which an Event of Default exists or would exist upon delivery of
written notice by the Trustee shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture with respect to that Series or for the appointment of a receiver or any other proceedings hereunder with respect to that Series; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 6.4. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owner of the Notes and any recovery of judgment shall be for the equal benefit of the owners of all of the Outstanding Notes of the Series for which such judgment is obtained.

Section 6.5. Rights and Remedies of Noteholders. No owner of any Note shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for any other remedy hereunder unless a default has occurred of which the Trustee has been notified as provided in subsection (H) of Section 7.1 of this Indenture, or of which by such subsection it is deemed to have notice, and unless also such default shall have become an Event of Default and the owners of 25% in aggregate principal amount of the Series of Notes then Outstanding which are subject to the Event of Default shall have made written request to the Trustee and shall have offered it 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 7.1(L) of this Indenture and the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended 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 owners of all of the outstanding Notes of the Series for which such proceedings have been instituted. Nothing in this Indenture contained shall, however, affect or impair the right of any owner of any Note to enforce the payment of the principal of and interest on such Note at the time, place, from the source and in the manner herein and in such Note expressed.

Section 6.6. Termination of Proceedings. If the Trustee shall have proceeded to enforce any right under this Indenture and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then and in every such case the Bond Bank and the Trustee shall be restored to their former positions and rights hereunder and all rights, remedies and powers of the Trustee shall continue as if no such proceeding had been taken.

Section 6.7. Notice of Defaults. Anything herein or to the contrary notwithstanding, no default specified in Section 6.1(B) of this Indenture shall constitute an Event of Default until

- 37 -
actual notice of such default by registered or certified mail shall be given by the Trustee or by the owners of not less than 25% in aggregate principal amount of all the Notes of the affected Series then outstanding to the Bond Bank and the Bond Bank shall have had ten (10) days after receipt of such notice to correct such default or cause such default to be corrected, and shall not have corrected such default or caused said default to be corrected within such period; provided, however, if any default specified in Section 6.1(B) of this Indenture shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Bond Bank within the applicable period and diligently pursued until the default is corrected.

Section 6.8. **Separate Series of Notes.** For purposes of this Article, each Series of Notes shall be treated separately and independently from each other Series of Notes.

Section 6.9. **Expenses and Services After an Event of Default.** When the Trustee incurs expenses or renders services after the occurrence of an Event of Default described in this Article VI, the expenses and compensation for services are intended to constitute expenses of administration under any bankruptcy law.

(End of Article VI)
ARTICLE VII

THE TRUSTEE

Section 7.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform these trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

A. The Trustee, prior to the occurrence of any Event of Default and after the curing or waiving of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of that person's own affairs;

B. The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, 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, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon an opinion of counsel and shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon any such opinion of counsel;

C. The Trustee shall not be responsible for any recital herein or in the Notes (except in respect of the certificate of authentication of the Trustee endorsed on the Notes), or for the recording or re-recording, filing or refinancing of this Indenture, or for the validity of the execution by the Bond Bank of this Indenture or for any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Notes issued hereunder or intended to be secured hereby, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Bond Bank or on the part of the Qualified Entities in connection with the matters referred to in this Indenture, except as herein set forth, 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 Article IV of this Indenture;

D. The Trustee shall not be accountable for the use of any Notes authenticated or delivered hereunder. The Trustee may in good faith buy, sell, own, hold and deal in any of the Notes and may join in any action which any Noteholders may be entitled to take with like effect as if the Trustee were not a party to this Indenture. The Trustee may also engage or be interested in any financial or other transaction with the Bond Bank or the Qualified Entities; provided that if the Trustee determines that any such relation is in conflict with its duties under this Indenture, it shall eliminate the conflict or resign as Trustee;
E. The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. 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 Note, shall be conclusive and binding upon all future owners of the same Note and Notes issued in exchange therefor or in place thereof;

F. As to the existence or 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 Bond Bank by its Authorized Officer as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (H) of this Section 7.1, or of which by that subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of such Authorized Officer under the seal of the Bond Bank to the effect that a resolution in the form therein set forth has been adopted by the Bond Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect;

G. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct;

H. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Bond Bank to cause to be made any of the payments to the Trustee required to be made by Article IV of this Indenture unless the Trustee shall be specifically notified in writing of such default by the Bond Bank or by the owners of not less than 25% in aggregate principal amount of the Notes of the affected Series then outstanding; 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 at the address specified in Section 11.5 and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid;

I. At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, accountants and representatives shall have the right, but shall not be required, to inspect all books, papers and records of the Bond Bank pertaining to the Warrants, the Warrant Purchase Agreements and the Notes, and to make copies thereof and take such memoranda therefrom and in regard thereto as may be desired;

J. The Trustee shall not be required to give any bond or surety, including no obligation to risk its own funds, in respect of the execution of the trusts and powers under this Indenture;
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 Notes, the withdrawal of any cash or any action whatsoever within the scope of this Indenture, any showings, certificates, opinions or other information, or action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action, deemed by the Trustee desirable for the purpose of establishing the right of the Bond Bank to the authentication of any Notes, the withdrawal of any cash or the taking of any other action by the Trustee;

L. Before taking any action under this Section 7.1 the Trustee, in case an Event of Default specified in Section 6.1 of this Indenture shall have occurred and be continuing, may require that satisfactory indemnity be furnished to it for the reimbursement of all expenses, including, but not limited to, attorneys' fees, which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct, by reason of any action so taken; and

M. All moneys received by the Trustee shall, until used or applied or invested 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 Indenture or law. The Trustee shall have no liability for interest on any moneys received hereunder except such as may be agreed upon.

N. To the extent permitted by law, the Bond Bank releases the Trustee from, agrees that the Trustee shall not be liable for, and agrees to indemnify and hold the Trustee harmless from, any liability for, or expense (including but not limited to reasonable attorneys' fees) resulting from, or any loss or damage that may be occasioned by any cause whatsoever pertaining to the issuance, sale and delivery of the Notes, or the actions taken or to be taken by the Trustee under this Indenture, or the acceptance and/or administration of the trusts created under this Indenture, except liabilities or expenses resulting from the gross negligence or intentional actions of the Trustee. The foregoing indemnity by the Bond Bank shall survive the defeasance of the Indenture and the resignation or removal of the Trustee.

Section 7.2. Fees, Charges and Expenses of the Trustee. The Bond Bank shall pay to the Trustee reasonable compensation for all services performed by the Trustee hereunder and also the reasonable expenses, charges and other disbursements of the Trustee and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created and performance of its powers and duties hereunder. The Trustee may draw its expenses out of the Warrant Purchase Fund. Any extraordinary expenses incurred by the Trustee to enforce the terms of this Indenture may be paid from the Trust Estate for the Series of Notes for which such action is taken. Upon an Event of Default but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment of principal and interest on the Notes upon the Trust Estate for the foregoing expenses incurred by the Trustee.

Section 7.3. Notice to Noteholders if Default Occurs. If an Event of Default occurs and is continuing of which the Trustee is by subsection (H) of Section 7.1 of this Indenture required to take notice or if notice thereof be given as in said subsection (H) provided, then the
Trustee immediately shall give written notice thereof as soon as is practicable to the owners of the Notes in the manner provided in Section 11.5 of this Indenture.

Section 7.4. **Intervention by Trustee.** In any judicial proceedings to which the Bond Bank is a party and which in the opinion of the Trustee and its counsel have a substantial bearing on the interests of the owners of any Series of Notes, the Trustee may intervene on behalf of the owners of that Series of Notes and shall do so if requested in writing by the owners of at least 25% in aggregate principal amount of Notes of that Series then outstanding, provided that the Trustee shall first have been offered such reasonable indemnity as it may require against the costs, expenses, including, but not limited to, attorneys' fees, and liabilities which it may incur in or by reason of such proceeding. The rights and obligations of the Trustee under this Section 7.4 are subject to the approval of a court of competent jurisdiction.

Section 7.5. **Successor Trustee.** Any corporation into which the Trustee may be merged or with which it may be consolidated or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation resulting from any such 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 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 7.6. **Resignation by the Trustee.** The Trustee may at any time and for any reason resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trusts and specifying the date when such resignation shall take effect, and mailing the same to the Qualified Entities and the Bond Bank and to the registered owners of the Notes then outstanding in the manner provided in Sections 11.5 and 11.6 of this Indenture, respectively, not less than thirty (30) days before the date specified in such instrument when such resignation shall take effect. Such resignation shall take effect on the day specified in such instrument and notice, unless previously a successor Trustee shall be appointed by the Noteholders or the Bond Bank, in which event such resignation shall take effect immediately on the appointment of such successor Trustee; in no event shall such resignation take effect prior to the appointment of such successor Trustee. If a successor Trustee cannot be found, the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor Trustee.

Section 7.7. **Removal of Trustee.** The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bond Bank and signed by the owners of a majority in aggregate principal amount of the Notes then outstanding.

Section 7.8. **Appointment of Successor Trustee by the Noteholders: 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 the control of any public officer or officers, or of a receiver appointed by a court, a successor Trustee may be appointed by the owners of a majority in aggregate
principal amount of the Notes then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their legal representatives duly authorized; provided, nevertheless, that in case of such vacancy the Bond Bank by an instrument executed and signed by its Chairperson or Vice Chairperson and attested by its Executive Director under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Noteholders in the manner above provided; and any such temporary Trustee so appointed by the Bond Bank shall immediately and without further act be superseded by the Trustee so appointed by such Noteholders. Every such Trustee appointed pursuant to the provisions of this Section 7.8 shall be a trust company or bank in good standing within or without the State having a reported capital and surplus of not less than $50,000,000, if there be such an institution willing, qualified and able to accept the trusts under this Indenture upon reasonable and customary terms.

Section 7.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Bond Bank and the Qualified Entities an instrument in writing accepting such appointment hereunder and shall make arrangements (including notification of all Qualified Entities) satisfactory to the Bond Bank and with its predecessor for the purchase and processing of all Warrants and Receipts, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all of the estates, properties, rights, powers, and trusts of such predecessor hereunder; and every predecessor Trustee shall endorse and deliver all Warrants and deliver all securities and moneys held by it as Trustee hereunder to its successor, subject to the right to first deduct its unpaid fees and expenses, including counsel fees. Should any instrument in writing from the Bond Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estates, properties, rights, powers and trusts hereby vested or intended to be vested in the predecessor, any and all of such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bond Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

Section 7.10. Trustee Protected in Relying Upon Resolutions, Etc. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash hereunder and the taking or omission of any other action permitted by this Indenture.
Section 7.11. **Successor Trustee as Trustee and Note Registrar.** In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be a Note Registrar, and the successor Trustee shall become Note Registrar.

(End of Article VII)
ARTICLE VIII
SUPPLEMENTAL INDENTURES

Section 8.1. Supplemental Indentures Not Requiring Consent of Noteholders. The Bond Bank and the Trustee without the consent of, or notice to, any of the Noteholders, may enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

A. To cure any ambiguity or formal defect or omission in this Indenture; or

B. To grant to or confer upon the Trustee for the benefit of the owners of the Notes then outstanding, or any Series of the Notes, any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Noteholders or the Trustee or either of them; or

C. To subject to the lien and pledge of this Indenture for the benefit and security of the owners of the Notes, or any Series of Notes, then outstanding additional revenues, security, properties or collateral; or

D. To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof or thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Notes for sale under the securities laws of the United States of America or under any state Blue Sky Law, and, in connection therewith, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted or required by any such Federal statute or Blue Sky Law; provided, that any such indenture supplemental hereto referred to in this subsection (D) shall not, in the judgment of the Trustee, which may rely on an opinion of counsel, materially adversely affect the owners of any of the Notes then outstanding; or

E. To amend the Indenture to permit the Bond Bank to comply with any future federal tax law or any covenants contained in any Supplemental Indenture with respect to compliance with future federal tax law; or

F. To modify, amend or supplement this Indenture or any Indenture supplemental hereto which in the judgment of the Trustee, which may rely upon an opinion of counsel, will not adversely affect the owners of any Notes outstanding.

Section 8.2. Supplemental Indentures Requiring Consent of Noteholders. Except for indentures supplemental hereto authorized by Section 8.1 of this Indenture and subject to the terms and provisions contained in this Section 8.2, and not otherwise, the owners of not less than two-thirds in aggregate principal amount of the Notes then outstanding shall have the right from time to time to consent to and approve the execution by the Bond Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Bond Bank for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any indenture
supplemental hereto; provided, however, that nothing contained in this Section 8.2 shall permit, or be construed as permitting, without the consent of the owners of all the Notes then outstanding (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 payment of interest on, any Notes, or (b) the creation of any lien on the Receipts and other funds pledged under this Indenture for any Series of Notes prior to or on a parity with the lien of this Indenture for such Series of Notes, or (c) a reduction in the aforesaid aggregate principal amount of Notes the owners of which are required to consent to any such indenture supplemental hereto; provided, further, nothing contained in this Section 8.2 shall permit, or be construed as permitting, without the consent of 100% of the owners of all the Notes then outstanding, the creation of a privilege, priority or preference for any Note of a Series over any other Note of the same Series. No such amendment shall modify the rights, duties or immunities of the Trustee without the written consent of the Trustee.

If at any time the Bond Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 8.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given to the Noteholders in the manner provided in Section 11.6 of this Indenture. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust operations office of the Trustee for inspection by all Noteholders. If, within ninety (90) days or such longer period as shall be prescribed by less than two-thirds (or 100%, if required) in aggregate principal amount of the Notes outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Note shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bond Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section 8.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

The Trustee may receive an opinion of counsel as conclusive evidence that any Supplemental Indenture entered into by the Bond Bank and the Trustee complies with the provisions of this Article VIII.

No Supplemental Indenture shall be executed and delivered pursuant to Section 8.1 or this Section 8.2 without prior written notice given by the Trustee to any national rating agency by which any of the Notes are then rated of the Trustee's intention to execute such Supplemental Indenture.

(End of Article VIII)
ARTICLE IX

AMENDMENT OF WARRANT PURCHASE AGREEMENTS

Section 9.1. Amendment of Warrant Purchase Agreement. The Bond Bank shall not enter into any agreement modifying or amending any Warrant Purchase Agreement without the prior written approval of the Trustee. The Trustee may approve any such modification or amendment which does not materially adversely affect the owners of any Notes then outstanding.

(End of Article IX)
ARTICLE X

DEFEASANCE

Section 10.1. Deposit of Moneys or Securities. If the whole amount of the principal of and interest due and payable upon all of the Notes of a Series then outstanding under this Indenture shall be paid or sufficient moneys or Federal Securities, which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which, when due, will provide sufficient moneys, without reinvestment, or any combination of moneys and such Federal Securities, shall be held by the Trustee, and provision shall also be made for paying all other sums payable hereunder by the Bond Bank, including the Trustee's fees and expenses and counsel fees, to the date of retirement of such Series of Notes and the Bond Bank indemnifies the Trustee, such indemnity and the right to receive fees and expenses, including counsel fees, shall, to the extent permitted by law, survive the defeasance of the Notes, then the right, title and interest of the Trustee shall thereupon cease, determine and become void in respect of all such Notes of that Series, and the Trustee, in such case, on demand of the Bond Bank shall release this Indenture with respect to that Series of Notes and shall reassign the Warrants and the Warrant Purchase Agreements to the Bond Bank and shall execute such documents as may be reasonably required by the Bond Bank; otherwise, this Indenture shall be, continue and remain in full force and effect.

Section 10.2. Notes No Longer Outstanding. Notes the payment of which moneys or Federal Securities shall have been deposited with the Trustee (whether upon or prior to the maturity of such Notes) shall be deemed to be paid and no longer outstanding, provided that all Notes of a Series shall not be deemed to have been paid and this Indenture defeased and discharged as to that Series unless first there shall have been filed with the Trustee (i) a report or opinion of a firm of certified public accountants acceptable to the Bond Bank and the Trustee verifying the sufficiency of such deposits, and (ii) an opinion of counsel acceptable to the Bond Bank and the Trustee to the effect that the provisions of this Article X have been fulfilled.

Section 10.3. Release of Indenture. When all Notes of any Series shall be paid or be deemed to be paid and no longer Outstanding within the meaning of this Article X and when the provisions of Section 5.11(b) shall have been complied with, the Trustee shall release this Indenture and shall pay with respect to that Series, any surplus in any of the Funds or Accounts relating to such Series held by the Trustee under this Indenture as provided in Section 4.7.

Section 10.4. Survival of Obligations. The obligation of the Bond Bank to pay the fees and the expenses of the Trustee and to indemnify the Trustee hereunder shall survive the defeasance of this Indenture.

(End of Article X)
ARTICLE XI

MISCELLANEOUS

Section 11.1. **Consents, Etc., of Noteholders.** Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Noteholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Noteholders in person or by a legal representative duly authorized in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing authorizing any such legal representative and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

A. The fact and date of the execution by any person of any such writing may be provided by the certificate of any officer in any jurisdiction who by law has 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 or by any means which the Trustee may reasonably deem to be sufficient; and

B. The fact of ownership by any person of Notes shall be proved by the Note Register maintained by the Note Registrar.

Section 11.2. **Limitation of Rights.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Notes is intended or shall be construed to give any person or company other than the parties hereto, and the owners of the Notes, any legal or equitable right, remedy or claim under or 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 owners of the Notes as herein provided.

Section 11.3. **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.

Section 11.4. **Termination of Indenture.** This Indenture shall remain in full force and effect until all of the Notes of all Series shall have been paid and until it is determined that the Bond Bank has complied with the provisions of Section 5.11(b) and, to the extent required to preserve the exclusion from gross income of interest on the Notes for federal tax purposes, has paid any rebate amount required by Section 148(f) of the Code to the United States of America.
Section 11.5. **Notices to Parties.** It shall be sufficient service of any notice, request, complaint, demand or other paper on the Bond Bank if the same shall be duly mailed to the Bond Bank by registered or certified mail addressed to The Indianapolis Local Public Improvement Bond Bank, Room 2342, City-County Building, 200 East Washington Street, Indianapolis, Indiana 46204, Attention: Executive Director, or to such other address as the Bond Bank may from time to time file with the Trustee. It shall be sufficient service of any notice, request, demand or other paper on the Trustee if the same shall be duly mailed to the Trustee by registered or certified mail and effective upon receipt by the Trustee and addressed to UMB Bank, N.A., 101 West Ohio Street, Suite 1150, Indianapolis, Indiana 46204, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Bond Bank.

Section 11.6. **Notices to Noteholders.** Any notices or other communications required or permitted to be given to the Noteholders pursuant to this Indenture shall be mailed by first class mail in a sealed envelope, postage prepaid, addressed to each such Noteholder as its address last appears on the Note Register. In case, by reason of the suspension of or irregularities in regular mail service, it shall be impractical to mail notice to the Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be sufficient giving of such notice. Any notice herein required may be omitted if the owners of all the Notes entitled to such notice give to the Trustee a written waiver of such notice.

Section 11.7. **Trustee as Note Registrar.** The Trustee is hereby designated as and agrees to act as Note Registrar for and with respect to the Notes.

Section 11.8. **Payments Due on Saturdays, Sundays and Holidays.** In any case where the scheduled date of payment of interest on or principal of the Notes shall be a Saturday or Sunday or shall be in the City, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made (without additional interest) on the next succeeding business day which is not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close in the City with the same force and effect as if made on the scheduled date.

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. **Governing Law.** This Indenture is being executed with the intent that it shall be construed and enforced in accordance with the laws of the State.
IN WITNESS WHEREOF, the Bond Bank has caused these presents to be signed in its name and behalf by its Chairperson or Vice Chairperson and its official seal to be hereunto affixed and attested by its Executive Director and, to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its duly authorized officer, as of this 1st day of December, 2009.

THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK

By

Briane M. House, Chairperson

(SEAL)

ATTEST:

Kevin D. Taylor, Executive Director
UMB BANK, N.A., as Trustee

By ____________________________________________

Authorized Officer

(SEAL)

ATTEST:

______________________________________________

Authorized Officer
EXHIBIT A

[Form of Warrant Purchase Agreement]

(See attached)
WARRANT PURCHASE AGREEMENT

among

THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK

and the

CITY OF INDIANAPOLIS, INDIANA

and

UMB BANK, N.A.

as Trustee

Relating to

THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK NOTES,
SERIES 2009I AND SERIES 2010A
WARRANT PURCHASE AGREEMENT

THIS AGREEMENT made and entered into as of this 30th day of December, 2009, by and among The Indianapolis Local Public Improvement Bond Bank ("Bond Bank"), a body corporate and politic organized under the laws of the State of Indiana, the City of Indianapolis, Indiana ("Qualified Entity"), a political subdivision of the State of Indiana ("State") and UMB Bank, N.A., a national banking association duly organized and existing under the laws of the United States of America and authorized to enter into this Agreement as Trustee under the Indenture (as those terms are hereinafter defined).

WITNESSETH:

WHEREAS, the Bond Bank was organized and exists under the provisions of Indiana Code 5-1.4 ("Act") to accomplish the public purposes described therein; and

WHEREAS, the Bond Bank is authorized and empowered to issue its bonds or notes to purchase securities of qualified entities (as defined in the Act); and

WHEREAS, the Qualified Entity is lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, pursuant to Indiana Code 36-3-4-22, the Qualified Entity has full power to issue warrants of a specific fund which warrants ("Warrants") are issued in anticipation of the receipt of ad valorem property taxes levied in 2008 and still in the course of collection for that fund for the 2009 budget year ("2009 Taxes"), and ad valorem property taxes levied in 2009 and in the course of collection for that fund for the first installment payable in 2010 ("2010 Taxes," collectively with the 2009 Taxes, the "Taxes"); and

WHEREAS, the principal of and interest on the Warrants shall be payable from the fund for which the Taxes are levied; and

WHEREAS, the Bond Bank has established its Warrant Purchase Program ("Program") under which the Bond Bank will purchase Warrants of the Qualified Entity holding them for payment by the Qualified Entity until funds become available to the Qualified Entity for payment; and

WHEREAS, the Bond Bank is issuing its Notes, Series 2009I ("Series 2009I Notes") and Series 2010A ("Series 2010A Notes") for the purpose of providing funds for the purchase of Warrants from the Qualified Entity in order to ease the cash flow deficits associated with the Qualified Entity's expenditures incurred prior to collection of the Taxes; and

WHEREAS, the Bond Bank has entered into a Note Indenture, dated as of December 1, 2009 ("Indenture"), between the Bond Bank and UMB Bank, N.A., as Trustee ("Trustee"), pursuant to which the Series 2009I Notes and the Series 2010A Notes are being issued and all the rights, duties and obligations of the Bond Bank hereunder have been assigned to and assumed by the Trustee.
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Bond Bank, the Trustee and the Qualified Entity agree as follows:

SECTION 1. Definitions.

The terms defined in this Agreement shall for all purposes have the meanings specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa and the words "hereof" and "herein" shall be construed to refer to the entirety of this Agreement and shall not be restricted to the particular section, subsection or paragraph in which they appear.

"Advance" means any advance of funds by the Trustee on behalf of the Bond Bank to the Qualified Entity pursuant to this Agreement and the Indenture. When reference is made to the purchase of a Warrant, such reference shall be deemed to also refer to an advance of funds to the Qualified Entity thereunder from time to time.

"Agreement" means this Warrant Purchase Agreement among the Bond Bank, the Trustee and the Qualified Entity, as amended or supplemented from time to time.

"Bond Bank" means The Indianapolis Local Public Improvement Bond Bank, a body corporate and politic organized under the laws of the State of Indiana and separate from the City of Indianapolis in its corporate capacity.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable judicial decisions, published rulings and regulations promulgated thereunder or under any predecessor code, all as in existence and in effect on the date of issuance of the Notes.

"County Auditor" means the auditor of Marion County, Indiana.

"Effective Rate" means the effective rate of interest on the Warrant after applying any payments received from the Bond Bank under Section 5 to reduce the Warrant Rate and after taking into account the periods during which the Warrants bear interest at the Excess Draw Rate, if any.

"Excess Draw Rate" means the interest rate of 1.48% per annum charged to the Qualified Entity for Advances in excess of the Maximum Monthly Cumulative Advance and 1.48% for the Rollover Warrants.

"Fiscal Officer" means the Controller of the Qualified Entity or, to the extent permitted by law, an authorized deputy thereof.

"Fund" means the one of the funds or accounts of the Qualified Entity listed in Exhibit A.

"Indenture" means the Note Indenture, dated as of December 1, 2009, between the Bond Bank and the Trustee, as amended or supplemented from time to time.

"Maximum Monthly Cumulative Advance" means the Warrant Amount.
"Minimum Monthly Cumulative Advance" means 85% of a Monthly Cumulative Advance and is the minimum cumulative Advance the Qualified Entity may receive in any month for a particular Fund.

"Monthly Cumulative Advance" means for any month the amount shown under that caption in Exhibit A to this Agreement.


"Opinion of Bond Counsel" means a written opinion of counsel which is nationally recognized in the area of municipal law and matters relating to the exclusion from gross income of interest on state and local government obligations for federal tax purposes, which opinion is acceptable to the Bond Bank and the Qualified Entity.

"Program" means the program established by the Bond Bank whereby the Bond Bank purchases warrants of qualified entities, including the Qualified Entity.

"Qualified Entity" means the City of Indianapolis, Indiana.

"Rollover Warrant" means the Series 2009I Warrant maturing on April 5, 2010 issued to refinance the Qualified Entity's Series 2009A Warrants.

"Series" or "Series of Notes" shall mean the Series 2009I Notes, the Series 2009J Notes, the Series 2010A Notes, the Series 2010B Notes, the Series 2010C Notes or the Series 2010D Notes.

"Series 2009I Notes" means the Bond Bank's Notes, Series 2009I, issued for the purpose of purchasing the Warrants.

"Series 2010A Notes" means the Bond Bank's Notes, Series 2010A, issued for the purpose of purchasing the Warrants.

"Series 2010A Warrants" means the Qualified Entity's Warrant issued for the first half of 2010.

"Trustee" means UMB Bank, N.A., as Trustee under the Indenture, or any successor trustee thereunder.

"Warrant" or "Warrants" means the Series 2010A Warrant or Warrants issued by the Qualified Entity for each Fund and maturing on August 4, 2010 pursuant to this Agreement, and the Rollover Warrants which Warrants are issued in anticipation of the receipt of the Taxes in the respective Funds, and each of which is (i) issued in the aggregate amount not exceeding the Warrant Amount for each Fund under this Agreement, and (ii) purchased by the Trustee in the manner provided in Section 4.6 of the Indenture.
"Warrant Amount" means the amount, not exceeding the maximum amount permitted by subsection 3.1(a) hereof, the Qualified Entity is authorized to borrow from the Bond Bank, which amount is set forth in Exhibit A for each Fund.

"Warrant Outstanding" means the unpaid Advances for each Fund.

"Warrant Purchase Account" means the Warrant Purchase Account established for the Qualified Entity in the Warrant Purchase Fund held by the Trustee under the Indenture.

"Warrant Rate" means a rate of 1.48% per annum for Rollover Warrants due April 5, 2010 and 1.48% for the Warrants due August 4, 2010, which is the initial rate of interest on the Warrants.

"Year" means the then current calendar year.

Terms defined in the Indenture and not defined herein shall for the purposes of this Agreement, have the meanings ascribed thereto in the Indenture.

SECTION 2. Obligation of Bond Bank to Purchase Warrants.

2.1 Warrant Amounts. Attached to this Agreement as Exhibits A and B are schedules prepared by the Fiscal Officer setting forth (i) the amount estimated to be received into each Fund during each of the first six months of the Year, excluding proceeds of each of the Warrants which have been drawn under Section 2.2, (ii) the amount estimated to be expended from each Fund during each of the first six months of the Year, and (iii) the amounts estimated to be the balance in each Fund as of the end of each month. The Qualified Entity acknowledges and agrees that the Warrant Amount for each Fund and the Monthly Cumulative Advances for each Fund are based on such certificate. The Warrant Amount for each Fund has been determined by the Bond Bank based solely upon the information and certifications of the Qualified Entity, and the Qualified Entity, by execution of this Agreement, hereby ratifies and confirms as of the date hereof the information contained in such certificate and in Exhibits A and B.

2.2 Purchase and Advances: Payment.

a. On December 30, 2009, the Bond Bank shall advance proceeds of the Rollover Warrants for each Fund sufficient to repay the Qualified Entity's Series 2009A Warrants for the Police General Fund payable from that Fund beginning on December 30, 2009, and so long as the Qualified Entity is not in default in the payment of a Warrant for a Fund purchased by the Bond Bank pursuant to this Agreement or in the performance of any of its other obligations under this Agreement, the Bond Bank shall make an Advance to the Qualified Entity so long as at the time of such Advance the amount of the Warrant Outstanding for that Fund after that Advance shall not exceed the lesser of the Warrant Amount for that Fund or the Maximum Monthly Cumulative Advance for that Fund for that month. Advances shall be made at closing in the amounts set forth in Exhibit A for that Fund. As long as the Bond Bank determines that the repayment of the Notes will not be adversely affected, the Bond Bank may, with the consent of the Qualified Entity, waive the requirements of this paragraph.
b. The purchase price of the Warrants shall be par. The Warrants shall bear interest on the amounts shown on Exhibit A at the Warrant Rate, beginning on December 30, 2009. Interest shall be calculated on the basis of a 360 day year with twelve thirty day months.

c. If at any time the Qualified Entity has not requested Advances equal to at least the Minimum Monthly Cumulative Advance for a Fund, the Trustee shall make an Advance for that Fund to the Qualified Entity, by sending a cashier's check or a certified check to the Qualified Entity at the address set forth in subsection 8.4, for the amount necessary to make the amount of that Warrant Outstanding equal to the Minimum Monthly Cumulative Advance for that Fund. As long as the Bond Bank determines that the repayment of the Notes will not be adversely affected, the Bond Bank may, with the consent of the Qualified Entity, waive the requirements of this paragraph.

d. The Qualified Entity shall cause the Trustee to present the Warrants for payment on or before their respective maturity dates; provided, however, that payment prior to the maturity date of any Warrant is subject to the prior written consent of the Bond Bank. If the Qualified Entity is unable to redeem the Warrants by their respective maturity dates, the Qualified Entity agrees to pay interest on the unpaid Warrants at the Excess Draw Rate from the stated maturity date until the Warrants are paid.

e. The Qualified Entity agrees to provide for the payment of the Warrant so that on the payment date the Trustee has immediately available funds.

2.3 Method of Payment. The Bond Bank shall make payment for Advances made by it pursuant to this Agreement, upon receipt of a written request of the Qualified Entity stating the amount of the Advance requested, which shall not exceed the Warrant Amount for that Fund, by causing the Trustee to make payment for Advances to the Qualified Entity for that Fund from the Warrant Purchase Account.

SECTION 3. Further Conditions and Limitations.

3.1 Budget and Levy. Prior to the purchase by the Bond Bank of any Warrant, the Qualified Entity shall have filed with the Trustee the following:

a. A certificate, executed by the Fiscal Officer, to the effect that the amount of principal of the Warrant, or other tax anticipation borrowings of the Qualified Entity, to be issued does not exceed the lesser of:

   (i) The Qualified Entity's maximum anticipated cumulative cash flow deficit for that Fund, as defined in Exhibit B, during the period from January 1, 2010 to July 30, 2010; and

   (ii) 90% of the amount of the 2009 Taxes levied in 2008 and collectable from the final installment payable for the 2009 budget year or that Fund, estimated by the County Auditor or her deputy to be collected for and distributed to the Qualified Entity for that Fund at the settlement for which the Warrant is to be issued; or
(iii) 90% of the amount of the 2010 Taxes levied in 2009 and collectable from the first installment payable in 2010 or that Fund, estimated by the County Auditor or her deputy to be collected for and distributed to the Qualified Entity for that Fund at the settlement for which the Warrant is to be issued;

b. A certificate executed by the Fiscal Officer stating that the Qualified Entity has duly, regularly and properly adopted a budget for the then current Year setting forth expected revenues and probable expenditures; has complied with all statutory and regulatory requirements with respect to the adoption of such budget; has levied ad valorem property taxes in accordance with all statutory and regulatory requirements and will expend the proceeds of the Warrant for lawful purposes provided for in the budget;

c. A copy of the ordinance of the Qualified Entity authorizing the issuance of the Warrant, certified by the Fiscal Officer of the Qualified Entity, or extracts so certified from the minutes of the meeting of the Qualified Entity at which such ordinance was adopted, setting forth such ordinance in full;

d. A signed copy of the Opinion of Bond Counsel to the Qualified Entity; and

e. All other documents required by Section 5.7 of the Indenture.

3.2 Advances. Prior to each Advance, the Qualified Entity shall furnish to the Trustee a certificate of the Fiscal Officer of the Qualified Entity if at such time there has been any material adverse change in the matters set forth in the certificate delivered to the Trustee pursuant to subsection 3.1(a) of this Agreement. For Advances under subsection 2.2(c), the Qualified Entity shall furnish such certificate within seven days of receipt of such Advance.

3.3 Additional Limitations. Notwithstanding any other provision of this Agreement to the contrary, the Bond Bank shall not be obligated to purchase any Warrant of the Qualified Entity if the Qualified Entity or the Bond Bank is then in default or in violation or breach of any covenant or agreement under this Agreement or the Indenture or if such purchase would cause the Qualified Entity or the Bond Bank to default, violate or breach any covenant or agreement under this Agreement or the Indenture.

SECTION 4. Agreements by Qualified Entity.

4.1 Consent by Qualified Entity. The Qualified Entity consents and agrees to the purchase of the Warrants by the Bond Bank and Advances made by the Bond Bank or the Trustee pursuant to the terms and provisions of Section 2 of this Agreement.

4.2 Valid and Binding Obligations. The Qualified Entity shall issue the Warrants to be purchased by the Bond Bank in compliance with the statutes of the State so that the Warrants will be the valid and binding enforceable obligations of the Qualified Entity to pay the sums set forth therein from the funds pledged to their respective payments.

4.3 Form of Warrants. The Qualified Entity shall issue the Warrant in compliance with the statutes of the State and substantially in the form set forth in the ordinance of the Qualified Entity authorizing the issuance of the Warrants.
4.4 **Pledge.** The Qualified Entity has appropriated and pledges to the Bond Bank to secure payment of the principal of and interest on its Warrants, a sufficient amount of the revenues of each Fund for which a Warrant is issued derived from the Taxes and the property tax replacement fund of the Qualified Entity for the Fiscal Year, no matter when or how collected. The Qualified Entity consents to the assignment by the Bond Bank to the Trustee under the Indenture of all the Bond Bank's right, title and interest granted by the Qualified Entity to the Bond Bank under this Agreement. The Qualified Entity covenants and agrees that it shall, if it fails to make any payment required herein when due, promptly undertake all actions that: (i) are necessary to cure such nonpayment, (ii) are legally available to cure such nonpayment, and (iii) do not, in the Opinion of Bond Counsel, cause the Warrants to be considered debt of the Qualified Entity within the meaning of Article 13, Section 1 of the Indiana Constitution or laws of the State of Indiana.

4.5 **Prohibition Against Certain Other Borrowing.** During the period of time when the Warrants are outstanding, the Qualified Entity shall not issue any other indebtedness in anticipation of the revenues budgeted for the Funds for the then current Fiscal Year without the consent of the Bond Bank. If consent is given, the Qualified Entity may enter into temporary loans and issue other evidences of indebtedness only to fund operating deficits in a Fund which may occur in excess of the principal amount of the Warrant for that Fund. Such temporary loans and other evidences of indebtedness shall be subordinate to and repaid only after payment of all the obligations of the Qualified Entity under this Agreement.

SECTION 5. **Representation of Bond Bank.** After the principal of and interest on the Series 2009I Notes and Series 2010A Notes have been paid in full, the Bond Bank may, at its option, pay the Qualified Entity any amount remaining in any Account established under the Indenture for the purchase of the Warrants or the payment of the Series 2009I Notes and the Series 2010A Notes. Any such payment shall be used to reduce the Warrant Rate and the Excess Draw Rate, if any, to the Effective Rate.

SECTION 6. **Tax Covenants and Rebate Compliance.**

6.1 **Tax Covenants.** In order to preserve the exclusion of interest on the Warrants and the Notes from gross income for federal tax purposes under Section 103 of the Code and as an inducement to purchasers of the Warrants and the Notes, the Qualified Entity represents, covenants and agrees that:

a. No person or entity other than the Qualified Entity or another state or local governmental unit will use more than 10% of the proceeds of the Warrants other than as a member of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. Proceeds of each Warrant shall be used exclusively for the purposes of the Fund for which the Warrant was issued.

b. No more than 10% of the payment of the principal of or interest on the Warrant proceeds will (under the terms of the Warrants, the ordinance or any underlying arrangement), directly or indirectly, be (i) secured by an interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments in respect of such property or borrowed money used or to be used for a private business use.
c. No more than 5% of the Warrant proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Warrant proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Warrant proceeds.

d. The Qualified Entity reasonably expects, as of the date hereof, that none of the Warrants will not meet either the private business use test described in paragraph a. and b. above or the private loan test described in paragraph c. above during the entire term of the Warrants.

e. No more than 5% of the proceeds of the Warrants will be attributable to private business use as described in a. and private security or payments described in b. attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any governmental use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

f. The Qualified Entity will not take any action nor fail to take any action with respect to the Warrants that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Warrants or the Notes pursuant to Section 103 of the Code, nor will the Qualified Entity act in any other manner which would adversely affect such exclusion.

g. It shall not be an event of default under this Agreement or under the ordinance if interest on the Warrants is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Warrants.

h. The Qualified Entity and the Bond Bank represent that they intend to qualify for the exceptions to the rebate requirement of Section 148(f) of the Code ("Rebate Requirement") set forth in Section 148(f)(4)(A) and (B) of the Code for the Warrants and the Notes, respectively, with respect to the Fire General Fund and the Police General Fund because the Qualified Entity expects that all Warrant proceeds for such funds shall be expended by April 5, 2010 or August 4, 2010, as applicable. The Qualified Entity will cooperate with the Bond Bank and use its best efforts to qualify for these exceptions to the Rebate Requirement. The Bond Bank will cooperate with the Qualified Entity and use its best efforts to qualify for these exceptions to the Rebate Requirement. However, if either the Qualified Entity or the Bond Bank does not qualify for such exception with regard to any of the Warrants or with regard to any of the Notes, respectively, the Bond Bank and the Qualified Entity will comply with the Rebate Requirement of Section 148(f) of the Code to the extent necessary to preserve the exclusion from gross income of interest on the Warrants and the Notes for federal tax purposes.

6.2 Rebate Compliance. The Qualified Entity will keep records of its receipts and disbursements and of the investments made with proceeds of the Warrant and the earnings on those investments and provide such information to the Bond Bank at the Bond Bank's request so that the Bond Bank may monitor the Qualified Entity's compliance with the exceptions to the rebate requirement described in subsection 6.1(f). If the Qualified Entity or the Bond Bank is subject to the Rebate Requirement, the Qualified Entity shall report this information to the Bond
Bank within 30 days of the maturity or redemption of the Warrants so that the Bond Bank may make the rebate calculation. The Bond Bank will assess the Qualified Entity for its pro rata share, if any, of the rebate amount owed to the United States of America as a fee and will use these fees to pay the rebate amount owed. If the Bond Bank accumulates an amount in excess of that which is required to be rebated to the United States of America, the Bond Bank shall reimburse the Qualified Entity for its allocable portion of such excess.

SECTION 7. Notice of Material Events. a. With respect to the Warrants, the Qualified Entity hereby covenants to provide, in a timely manner, to the Bond Bank, notice of the occurrence of any of the events, if material, as set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C).

b. The covenant to provide such notices is solely for the benefit of the owners of the Warrants and creates no new contractual or other rights for the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other obligated persons or any other third party. The sole remedy against the Qualified Entity for any failure to provide such notices shall be for specific performance of the Qualified Entity's disclosure obligation and not for money damages of any kind or in any amount or any other remedy. The Qualified Entity's failure to honor its covenants under this Agreement shall not constitute a breach or default of the Warrants, this Agreement or any other agreement.

SECTION 8. Miscellaneous.

8.1 Effect of Breach. a. Failure on the part of the Bond Bank or the Trustee in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon the Bond Bank or the Trustee by this Agreement or by law shall not make the Bond Bank or the Trustee liable in damages to the Qualified Entity or relieve the Qualified Entity from paying the Warrants or fully performing any other obligation required of it under this Agreement; however, the Qualified Entity may have and pursue any and all other remedies provided by law for compelling performance by the Bond Bank or the Trustee of said obligation assumed by or imposed upon the Bond Bank or the Trustee.

b. If the Qualified Entity breaches this Agreement or any of the provisions of the ordinance, the Bond Bank and the Trustee may exercise any available legal and equitable remedies and any applicable rights and provisions available under the Indenture or this Agreement.

8.2 Execution of Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the Executive Director of the Bond Bank, by authorized officers of the Trustee and by authorized officers or officials of the Qualified Entity and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

8.3 Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the Bond Bank, the Trustee or the Qualified Entity to be performed should be contrary to law, then such covenant or covenants or
agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Agreement.

8.4 Notices. All notices, filings and other communications shall be sent by first class mail, postage prepaid, addressed as follows:

Bond Bank: The Indianapolis Local Public Improvement Bond Bank
City-County Building, Room 2342
200 East Washington Street
Indianapolis, Indiana 46204
Attention: Executive Director

Qualified Entity: City of Indianapolis
City-County Building, Room 2221
200 East Washington Street
Indianapolis, Indiana 46204
Attention: Controller

Trustee: UMB Bank, N.A.
101 West Ohio Street, Suite 1150
Indianapolis, Indiana 46204
Attention: Corporate Trust Department

8.5 Expenses. The Qualified Entity covenants and agrees to pay the costs and expenses of providing the necessary certificates, documents and opinions required to be delivered hereunder, any fees and charges relating to the Program, and to pay its allocable portion of any rebate amount owed under Section 6 and any costs associated with the calculation of the rebate amount.

8.6 Termination of Agreement. This Agreement shall survive the payment of the Warrants, the Series 2009I Notes, and the Series 2010A Notes for a period ending the later of 90 days after the maturity of the Series 2009I Notes and the Series 2010A Notes or such time as the Rebate Requirement described in Section 6 shall have been complied with and any rebate amount owed to the United States of America by the Bond Bank has been paid.
IN WITNESS WHEREOF, the Bond Bank, the Trustee and the Qualified Entity each has caused its seal to be hereunto affixed and attested and the Bond Bank, the Trustee and the Qualified Entity each has caused these presents to be signed by their respective officers hereunto duly authorized, all as of the day and year first above written.

THE INDIANAPOLIS LOCAL PUBLIC IMPROVEMENT BOND BANK

By: ________________________________
   Briane M. House, Chairperson

(SEAL)

Attest:

______________________________
Kevin D. Taylor, Executive Director
CITY OF INDIANAPOLIS, INDIANA

By: ____________________________
    Gregory A. Ballard, Mayor

_______________________________
    David P. Reynolds, Controller

(SEAL)

Attest:

_______________________________
    Melissa Thompson, Clerk
UMB BANK, N.A., as Trustee

By: ________________________________
    Authorized Officer

(SEAL)

Attest:

_______________________________
    Authorized Officer
## EXHIBIT A
TO WARRANT PURCHASE AGREEMENT

<table>
<thead>
<tr>
<th>City Funds</th>
<th>Warrant Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rollover Warrant Amount (Series 2009I)</td>
<td>$14,242,920</td>
</tr>
<tr>
<td>Park General Fund (Series 2010A)</td>
<td>$ 7,925,843</td>
</tr>
<tr>
<td>Police General Fund (Series 2010A)</td>
<td>15,045,730</td>
</tr>
<tr>
<td>Fire General Fund (Series 2010A)</td>
<td>16,428,544</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$53,643,037</strong></td>
</tr>
</tbody>
</table>
EXHIBIT B

Maximum Cumulative Cash Flow Deficit for each Fund

(See attached)
APPENDIX C

QUALIFIED ENTITY CASH FLOW DEFICIT PROJECTIONS
CITY OF INDIANAPOLIS, INDIANA

CASH FLOW DEFICIT PROJECTIONS
(all funds combined)
<table>
<thead>
<tr>
<th>City Pavilion Cost</th>
<th>Project</th>
<th>Estimated</th>
<th>Actual</th>
<th>Budget</th>
<th>Var.</th>
<th>Res.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pay for 2006 Repay</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>FY 2006 Repay Pay</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>FY 2007 Repay Pay</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>FY 2008 Repay Pay</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>FY 2009 Repay Pay</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>FY 2010 Repay Pay</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total Payment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$518,877</td>
<td>$593,470</td>
<td>$518,877</td>
<td>$593,470</td>
<td>$518,877</td>
<td>$593,470</td>
<td>$518,877</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$518,877</td>
<td>$593,470</td>
<td>$518,877</td>
<td>$593,470</td>
<td>$518,877</td>
<td>$593,470</td>
<td>$518,877</td>
</tr>
<tr>
<td>Total Profit/Net</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**NOTE:** The above table and figures are illustrative and not intended to represent actual financial data. For actual financial data, please refer to the official financial report or budget document.
MARION COUNTY, INDIANA

CASH FLOW DEFICIT PROJECTIONS
(all funds combined)
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>Reimbursement of travel expenses</td>
<td>$11,254</td>
</tr>
<tr>
<td>February</td>
<td>Travel expenses for company business trip</td>
<td>$12,975</td>
</tr>
<tr>
<td>March</td>
<td>Conference registration fees</td>
<td>$3,450</td>
</tr>
<tr>
<td>April</td>
<td>Professional development seminar payment</td>
<td>$4,980</td>
</tr>
<tr>
<td>May</td>
<td>Company party expenses</td>
<td>$2,560</td>
</tr>
<tr>
<td>June</td>
<td>Annual meeting registration fees</td>
<td>$3,870</td>
</tr>
<tr>
<td>July</td>
<td>Training and development courses expenses</td>
<td>$4,120</td>
</tr>
<tr>
<td>August</td>
<td>Team-building activities</td>
<td>$2,980</td>
</tr>
<tr>
<td>September</td>
<td>Networking events and conferences</td>
<td>$3,650</td>
</tr>
<tr>
<td>October</td>
<td>Volunteer event expenses</td>
<td>$2,850</td>
</tr>
<tr>
<td>November</td>
<td>Special events and workshops</td>
<td>$3,150</td>
</tr>
<tr>
<td>December</td>
<td>Holiday parties and celebrations</td>
<td>$2,750</td>
</tr>
</tbody>
</table>

**Total Expenses:** $59,820
## INDIANAPOLIS - MARION COUNTY PUBLIC LIBRARY

### CASHFLOW PROJECTIONS - OPERATING FUND

**January 1 - December 31, 2010**

<table>
<thead>
<tr>
<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
<th>DECEMBER</th>
<th>YTD</th>
<th>BUDGET</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receivables:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>-</td>
<td>-</td>
<td>23,899,276</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>16,320,784</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>11,394,040</td>
<td>51,014,194</td>
</tr>
<tr>
<td>Excise Tax</td>
<td>-</td>
<td>-</td>
<td>1,002,897</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>972,796</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>972,796</td>
<td>2,830,434</td>
</tr>
<tr>
<td>Financial Institution Tax</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>126,314</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>126,314</td>
<td>401,821</td>
</tr>
<tr>
<td>Commercial Vehicle Tax</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>102,833</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>102,833</td>
<td>420,523</td>
</tr>
<tr>
<td>Inbound duties</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>85,916</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>85,916</td>
</tr>
<tr>
<td>Local option income tax</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>209,876</td>
<td>371,811</td>
<td>371,811</td>
</tr>
<tr>
<td>Fines</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>135,853</td>
<td>1,630,009</td>
<td>1,630,009</td>
</tr>
<tr>
<td>Photocopy</td>
<td>3,578</td>
<td>4,592</td>
<td>4,876</td>
<td>5,304</td>
<td>4,315</td>
<td>4,581</td>
<td>4,435</td>
<td>4,967</td>
<td>9,082</td>
<td>4,287</td>
<td>4,968</td>
<td>3,546</td>
<td>54,421</td>
<td>55,000</td>
</tr>
<tr>
<td>Printers</td>
<td>5,165</td>
<td>11,075</td>
<td>11,366</td>
<td>11,433</td>
<td>10,836</td>
<td>10,833</td>
<td>11,148</td>
<td>11,342</td>
<td>11,200</td>
<td>10,288</td>
<td>9,390</td>
<td>5,769</td>
<td>125,158</td>
<td>98,000</td>
</tr>
<tr>
<td>Headsets</td>
<td>755</td>
<td>886</td>
<td>1,011</td>
<td>900</td>
<td>712</td>
<td>502</td>
<td>1,035</td>
<td>1,013</td>
<td>938</td>
<td>1,186</td>
<td>876</td>
<td>1,624</td>
<td>11,264</td>
<td>10,000</td>
</tr>
<tr>
<td>IRS</td>
<td>754</td>
<td>1,150</td>
<td>1,060</td>
<td>890</td>
<td>721</td>
<td>715</td>
<td>948</td>
<td>1,159</td>
<td>1,138</td>
<td>600</td>
<td>675</td>
<td>888</td>
<td>10,699</td>
<td>6,000</td>
</tr>
<tr>
<td>Diabetes sales</td>
<td>195</td>
<td>214</td>
<td>247</td>
<td>266</td>
<td>192</td>
<td>193</td>
<td>162</td>
<td>175</td>
<td>171</td>
<td>168</td>
<td>171</td>
<td>2,249</td>
<td>2,000</td>
<td>349</td>
</tr>
<tr>
<td>Place Card Sales</td>
<td>3,080</td>
<td>4,083</td>
<td>4,116</td>
<td>3,690</td>
<td>2,670</td>
<td>4,500</td>
<td>3,515</td>
<td>3,841</td>
<td>5,457</td>
<td>3,121</td>
<td>2,810</td>
<td>3,121</td>
<td>41,444</td>
<td>32,900</td>
</tr>
<tr>
<td>PLAC Dist.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>44,000</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Services &amp; Benefits</td>
<td>2,134,752</td>
<td>1,703,127</td>
<td>1,703,127</td>
<td>2,821,460</td>
<td>1,703,127</td>
<td>1,703,127</td>
<td>2,134,732</td>
<td>1,703,127</td>
<td>1,703,127</td>
<td>1,703,127</td>
<td>1,703,127</td>
<td>13,181,595</td>
<td>23,560,468</td>
<td>23,657,210</td>
</tr>
<tr>
<td>Supplies</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>44,917</td>
<td>529,000</td>
<td>529,000</td>
</tr>
<tr>
<td>Other Services and Charges</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>691,901</td>
<td>2,020,814</td>
<td>2,352,814</td>
</tr>
<tr>
<td>Library Materials Capital Outlay</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>430,417</td>
<td>5,165,000</td>
<td>5,165,000</td>
</tr>
<tr>
<td>Debt Payments</td>
<td>11,200</td>
<td>12,040</td>
<td>12,040</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,377,136</td>
</tr>
<tr>
<td>Transfer Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Investments</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Temporary Loan</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>2,677,736</td>
<td>230,617</td>
<td>14,693,509</td>
<td>11,175,236</td>
<td>8,778,652</td>
<td>24,197,051</td>
<td>14,005,360</td>
<td>11,610,873</td>
<td>9,260,500</td>
<td>5,739,246</td>
<td>3,340,249</td>
<td>10,620,903</td>
<td>13,650,903</td>
<td>6,049,066</td>
</tr>
</tbody>
</table>

*Note: Variance indicates the difference between actual and budgeted amounts.*
## Indianapolis Public Transportation Corporation
### Cash Flow Projection through 12/31/2010

<table>
<thead>
<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Budget</strong></td>
<td>3,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Balance Forward</strong></td>
<td>568,000</td>
<td>3,605,419</td>
<td>261,192</td>
<td>46,093</td>
<td>80,865</td>
<td>3,267,009</td>
<td>2,500,000</td>
<td>6,526,823</td>
<td>4,161,869</td>
<td>7,496,916</td>
<td>1,131,962</td>
<td>2,767,009</td>
</tr>
<tr>
<td><strong>Fall 2008 Warrants</strong></td>
<td>6,920,302</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tax Receivable</strong></td>
<td>9,321,431</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2009 Activity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fall 2009 Warrants</strong></td>
<td>6,920,302</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2009 Fall Distribution</strong></td>
<td>6,921,431</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Inflows</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farebox</td>
<td>9,855,180</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fed Assistance</td>
<td>12,003,294</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc</td>
<td>400,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route Guarantees</td>
<td>1,205,460</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PMTIF</td>
<td>11,400,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOC - Borrow (Repay)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tox Warrants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc Tax</td>
<td>2,131,080</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prop Tax</td>
<td>15,979,441</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Inflow</strong></td>
<td>52,974,475</td>
<td>7,524,421</td>
<td>1,132,845</td>
<td>4,283,774</td>
<td>4,532,645</td>
<td>7,554,018</td>
<td>10,122,649</td>
<td>8,524,696</td>
<td>2,132,920</td>
<td>7,832,920</td>
<td>2,132,920</td>
<td>10,122,540</td>
</tr>
<tr>
<td><strong>Outflows</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll</td>
<td>29,385,532</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials, Supplies &amp; Other</td>
<td>24,978,543</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warrant Repayment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Outflow</strong></td>
<td>53,974,475</td>
<td>4,497,873</td>
<td>4,497,873</td>
<td>4,497,873</td>
<td>4,497,873</td>
<td>4,497,873</td>
<td>4,497,873</td>
<td>4,497,873</td>
<td>4,497,873</td>
<td>4,497,873</td>
<td>4,497,873</td>
<td>10,899,869</td>
</tr>
<tr>
<td><strong>Ending Balance - Cash</strong></td>
<td>2,008,000</td>
<td>3,625,419</td>
<td>261,192</td>
<td>46,093</td>
<td>80,865</td>
<td>3,267,009</td>
<td>2,500,000</td>
<td>6,526,823</td>
<td>4,161,869</td>
<td>7,496,916</td>
<td>5,121,952</td>
<td>2,008,000</td>
</tr>
</tbody>
</table>

### Maximum TAW Calculation:

- **Prop Tax Levy**: 15,979,441
- **Percentage**: 60%
- **Total**: 12,783,563
- **Per six Months**: 6,391,776
## Indianapolis Public Transportation Corporation
### Comparative Statement of Activities - General Fund
#### For The Ten Month Period Ended October 31, 2009

<table>
<thead>
<tr>
<th>October Actual</th>
<th>October Budget</th>
<th>Prior Year Actual</th>
<th>Better (Worse) Than Budget</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>800,312</td>
<td>778,831</td>
<td>891,131</td>
<td>81,481</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>999,302</td>
<td>969,302</td>
<td>945,214</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>95,079</td>
<td>33,334</td>
<td>87,466</td>
<td>62,641</td>
<td>188%</td>
<td></td>
</tr>
<tr>
<td>1,534,921</td>
<td>1,534,915</td>
<td>1,371,905</td>
<td>6</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>1,930,006</td>
<td>1,930,856</td>
<td>1,081,874</td>
<td>227,240</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td>102,260</td>
<td>120,316</td>
<td>102,125</td>
<td>(18,056)</td>
<td>-15%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,092,554</strong></td>
<td><strong>4,479,715</strong></td>
<td><strong>535,332</strong></td>
<td>7%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
</tr>
<tr>
<td>Wages &amp; Benefits</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Materials &amp; Supplies:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel and Lubricants</td>
</tr>
<tr>
<td>Maintenance Materials</td>
</tr>
<tr>
<td>Other Materials &amp; Supplies</td>
</tr>
<tr>
<td><strong>Total Materials and Supplies</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Services &amp; Charges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
</tr>
<tr>
<td>Purchased Transportation</td>
</tr>
<tr>
<td>Claims</td>
</tr>
<tr>
<td>Utilities</td>
</tr>
<tr>
<td>Miscellaneous</td>
</tr>
<tr>
<td><strong>Total Other Services and Charges</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Net Income (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,764,824</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVENUE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passenger Service Revenue</td>
</tr>
<tr>
<td>PM/TF</td>
</tr>
<tr>
<td>Other Operating Revenue</td>
</tr>
<tr>
<td>Property &amp; Excise Tax</td>
</tr>
<tr>
<td>FTA Assistance</td>
</tr>
<tr>
<td><strong>Special Route Guarantees</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Total Revenue</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>48,040,264</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>Prior Year Actual</th>
<th>Better (Worse) Than Budget</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,168,652</td>
<td>7,788,298</td>
<td>8,424,318</td>
<td>380,354</td>
<td>5%</td>
<td></td>
</tr>
<tr>
<td>9,682,938</td>
<td>9,693,008</td>
<td>9,452,140</td>
<td>(72)</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>406,954</td>
<td>333,332</td>
<td>491,435</td>
<td>75,622</td>
<td>23%</td>
<td></td>
</tr>
<tr>
<td>15,340,210</td>
<td>15,249,156</td>
<td>13,719,048</td>
<td>54</td>
<td>6%</td>
<td></td>
</tr>
<tr>
<td>13,227,210</td>
<td>13,028,500</td>
<td>10,632,248</td>
<td>205,947</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>1,183,002</td>
<td>1,203,150</td>
<td>1,299,687</td>
<td>(20,145)</td>
<td>-2%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>47,365,507</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>44,031,746</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>644,727</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>**EXPENSES:</th>
<th>**Personal Services</th>
<th>**Wages &amp; Benefits</th>
<th><strong>Total</strong></th>
<th><strong>Total</strong></th>
<th><strong>48,040,264</strong></th>
<th><strong>44,031,746</strong></th>
<th><strong>644,727</strong></th>
<th>1%</th>
</tr>
</thead>
<tbody>
<tr>
<td>22,737,573</td>
<td></td>
<td></td>
<td>23,307,769</td>
<td>23,804,239</td>
<td>570,196</td>
<td>644,727</td>
<td></td>
<td>1%</td>
</tr>
<tr>
<td>5,033,523</td>
<td></td>
<td></td>
<td>4,958,157</td>
<td>3,991,650</td>
<td>(75,769)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,739,795</td>
<td></td>
<td></td>
<td>2,249,956</td>
<td>2,510,355</td>
<td>(380,400)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>271,305</td>
<td></td>
<td></td>
<td>261,254</td>
<td>204,142</td>
<td>(10,851)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>220,911</td>
<td></td>
<td></td>
<td>237,500</td>
<td>229,051</td>
<td>16,550</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8,266,534</td>
<td></td>
<td></td>
<td>7,809,577</td>
<td>6,935,197</td>
<td>(460,627)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Other Services &amp; Charges:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
</tr>
<tr>
<td>Purchased Transportation</td>
</tr>
<tr>
<td>Claims</td>
</tr>
<tr>
<td>Utilities</td>
</tr>
<tr>
<td>Miscellaneous</td>
</tr>
<tr>
<td><strong>Total Other Services and Charges</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>46,275,440</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Net Income (Loss)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1,764,824</td>
</tr>
</tbody>
</table>

| **882,494** |
|-----------|            |
| 1,406,594 | 882,330 |
APPENDIX D

ESTIMATED 2009 LEVIES FOR EACH QUALIFIED ENTITY PAYABLE IN THE FIRST INSTALLMENT FOR 2010

<table>
<thead>
<tr>
<th>Qualified Entity</th>
<th>2009 Levy¹ ²</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Indianapolis</td>
<td>$85,686,779</td>
</tr>
<tr>
<td>Marion County</td>
<td>$63,527,486</td>
</tr>
<tr>
<td>Indianapolis Public Transportation Corporation</td>
<td>$7,989,721</td>
</tr>
<tr>
<td>Indianapolis-Marion County Public Library</td>
<td>$15,396,966</td>
</tr>
</tbody>
</table>

¹ This table includes information only with respect to the funds of each Qualified Entity from which the 2010 Warrants are payable.
² The information contained in this table has been furnished by the office of the Controller of the City of Indianapolis, the Auditor of Marion County, the Controller of IPTC and the Treasurer of the Library.