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Luann G. Welmer, Clerk-Treasurer

CITY COUNCIL MEETING
CITY HALL
TUESDAY, JULY 2, 2012
6:00 O'CLOCK P.M.

I. Meeting Called to Order

A. Opening Prayer
B. Pledge of Allegiance
C. Roll Call
D. Acceptance of Minutes

II. Unfinished Business Requiring Council Action

A. Second Reading of an Ordinance entitled "ORDINANCE NO._____, 2012, AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF COLUMBUS, INDIANA, ECONOMIC DEVELOPMENT REFUNDING REVENUE BONDS, SERIES 2012 (FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC. PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $2,100,000 FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 1997 (GIRLS CLUB/BOYS CLUB FOUNDATION FOR YOUTH OF COLUMBUS, INC. PROJECT), AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO." Jeff Logston.

B. Second Reading of an Ordinance entitled "ORDINANCE NO._____, 2012, AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, TO AMEND CHAPTER 8.32 OF THE COLUMBUS CITY CODE, WEEDS." Kelly Benjamin.

III. New Business Requiring Council Action

A. First Reading of an Ordinance entitled "ORDINANCE NO._____, 2012, AN ORDINANCE EFFECTIVELY AMENDING THE OFFICIAL ZONING MAP OF COLUMBUS, INDIANA, AND REZONING THE SUBJECT PROPERTY BY AMENDING THE ZONING CONDITIONS AT A LOCATION DESIGNATED AS "RMc" (MULTI-FAMILY RESIDENTIAL WITH CONDITIONS)." (Spruce Ridge Rezoning). Jeff Bergman.

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B. First Reading of an Ordinance entitled "ORDINANCE NO._____, 2012, AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, TO AMEND CHAPTER 2 OF THE COLUMBUS CITY CODE BY ADDING CHAPTER 2, ARTICLE 20, SECTION .080; POLICE RESERVE OFFICES." Chief Maddix.

C. First Reading of an Ordinance entitled "ORDINANCE NO._____, 2012, AN ORDINANCE TO ISSUE CREDIT TO RESIDENTIAL CUSTOMERS OF COLUMBUS CITY UTILITIES FOR SEWAGE USAGE FOR THE MONTH OF MAY 2012." Keith Reeves.

D. First Reading of an Ordinance entitled "ORDINANACE NO._____, 2012, AN ORDINANCE PROVIDING FOR THE ADDITIIONAL APPROPRIATION OF FUNDS FOR THE BUDGET YEAR 2012." Chief Thacker.

E. First Reading of an Ordinance entitled "ORDINANCE NO._____, 2012, AN ORDIANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, TO REPEAL CHAPTER 8.20 OF THE COLUMBUS CITY CODE, FIREWORKS." Kelly Benjamin.

F. First Reading of an Ordinance entitled "ORDINANCE NO._____, 2012, AN ORDINANCE PROVIDING FOR THE ADDITIONAL APPROPRIATION OF FUNDS FOR THE BUDGET YEAR 2012." Luann Welmer.

G. First Reading of an Ordinance entitled "ORDINANCE NO._____, 2012, AN ORDINANCE AMENDING ORDINANCE NO. 10, 2012 (ORIGINAL ORDINANCE NO. 24, 2011) 2012 SALARY ORDINANCE. Luann Welmer.

IV. Other Business

A. Standing Committee and Liaison Reports

B. Discussion Items:

- Recycling
- Ambulance Service

C. Next regular meeting is scheduled for Tuesday, **July 17, 2012 at 6:00 o'clock P.M. at City Hall in the Cal Brand Meeting Room.**

D. Adjournment.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF COLUMBUS, INDIANA, ECONOMIC DEVELOPMENT REFUNDING REVENUE BONDS, SERIES 2012 (FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC. PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $2,100,000 FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 1997 (GIRLS CLUB/BOYS CLUB FOUNDATION FOR YOUTH OF COLUMBUS, INC. PROJECT), AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO.

WHEREAS, the City of Columbus, Indiana (the "City"), a municipality and political subdivision duly organized and validly existing under the laws of the State of Indiana, is authorized and empowered pursuant to Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), to issue and sell its revenue bonds to finance and refinance the costs of "economic development facilities", as defined in the Act, to promote opportunities for gainful employment and economic development, and to benefit the health, safety, morals and general welfare of the citizens of the City, and to lend the proceeds of such bonds to developers for such purposes; and

WHEREAS, the City has previously issued, pursuant to the Act, its Economic Development Revenue Bonds, Series 1997 (Girls Club/Boys Club Foundation for Youth of Columbus, Inc. Project), dated October 15, 1997, in the aggregate principal amount of $3,900,000 of which $1,940,000 is now outstanding (the "1997 Bonds"); and

WHEREAS, the proceeds of the 1997 Bonds were loaned to the Foundation for Youth of Bartholomew County, Inc., successor to the Girls Club/Boys Club Foundation For Youth of Columbus, Inc. (the "Foundation"), to construct improvements to the Foundation's facilities located at 400 North Cherry Street in the City (the "Project"); and

WHEREAS, the Project is leased by the Foundation to the City through its Park Department which provides lease rental payments to the Foundation in an amount sufficient to provide for the payment of debt service on the 1997 Bonds; and

WHEREAS, the Common Council of the City (the "Council") has been advised by its financial advisors that the 1997 Bonds can be refunded at a lower interest rate which will result in a substantial savings in debt service and be of benefit to the City and the Foundation; and

WHEREAS, the Council finds that the City should proceed with the issuance of its Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project) (the "2012 Bonds") to effect the refunding of the 1997 Bonds, so long as such refunding results in a debt service savings after taking into effect all costs

of issuance of the 2012 Bonds, and that the Council should authorize and approve the various forms of financing documents necessary to be executed by the City in connection with the issuance of such 2012 Bonds;

NOW, THEREFORE, BE IT ORDAINED, BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, AS FOLLOWS:

Section 1. Issuance of 2012 Bonds. The issuance of the 2012 Bonds by the City for the purpose of refunding the outstanding 1997 Bonds in order to create substantial savings for the City and the Foundation is hereby authorized and approved. The 2012 Bonds may be issued in one or more series in an aggregate principal amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000), pursuant to, and in accordance with the First Supplemental Indenture (as hereinafter defined) and are hereby authorized to be sold at a price not less than ninety-eight percent (98%) of the par amount thereof, at an average annual interest rate not to exceed three percent (3.00%). The proceeds of the 2012 Bonds shall be delivered to the Trustee (as hereinafter defined) and applied by the Trustee in accordance with the First Supplemental Indenture.

Section 2. Forms of First Supplemental Indenture and 2012 Bonds. Subject to and in accordance with the provisions of Section 8 of this Ordinance, the First Supplemental Indenture, to be dated as of the first day of the month in which the 2012 Bonds are delivered (the "First Supplemental Indenture"), between the City and First Financial Bank, National Association, as successor to Irwin Union Bank and Trust Company, as trustee (the "Trustee"), which supplements and amends the Trust Indenture, between the City and the Trustee, dated as of October 1, 1997 (together with the First Supplemental Indenture, the "Indenture"), is hereby approved substantially in the form submitted at this meeting, a copy of which First Supplemental Indenture is attached hereto and incorporated herein and in the minute books of the Council. The form of the 2012 Bonds included within the First Supplement Indenture is hereby approved substantially in the form set forth in the First Supplemental Indenture.

Section 3. Form of First Amendment to Lease. Subject to and in accordance with the provisions of Section 8 of this Ordinance, the First Amendment to Lease, to be dated as of the date of delivery of the 2012 Bonds (the "Lease Amendment"), between the Foundation, as lessor, and the City, as lessee, is hereby approved substantially in the form submitted at this meeting, a copy of which Lease Amendment is attached hereto and incorporated herein and in the minute books of the Council.

Section 4. Form of First Supplemental Loan Agreement. Subject to and in accordance with the provisions of Section 8 of this Ordinance, the First Supplemental Loan Agreement, to be dated as of the first day of the month in which the 2012 Bonds are delivered, between the Foundation and the City (the "First Supplemental Loan Agreement"), which supplements and amends the Loan Agreement, between the Foundation and the City, dated as of October 1, 1997, is hereby approved substantially in the form submitted at this meeting, a copy of which First Supplemental Loan Agreement is attached hereto and incorporated herein and in the minute books of the Council.

Section 5. Form of Bond Purchase Agreement. Subject to and in accordance with the provisions of Section 8 of this Ordinance, the Bond Purchase Agreement with respect to the 2012 Bonds (the "Purchase Agreement"), among the City, the Foundation and a purchaser of the 2012 Bonds to be selected by the City, is hereby approved substantially in the form submitted at this meeting, a copy of which Purchase Agreement is attached hereto and incorporated herein and in the minute books of the Council.

Section 6. Form of Escrow Agreement. Subject to and in accordance with the provisions of Section 8 of this Ordinance, the Escrow Agreement with respect to the refunding of the 1997 Bonds (the "Escrow Agreement"), between the City, the Trustee and the Escrow Agent (as defined therein), is hereby approved substantially in the form submitted at this meeting, a copy of which Escrow Agreement is attached hereto and incorporated herein and in the minute books of the Council.

Section 7. Approval of Refunding. The current refunding and defeasance of the outstanding 1997 Bonds, and the release of the 1997 Bonds from the lien of the Indenture, are hereby approved, confirmed and ratified.

Section 8. Approval of and Changes to Financing Documents. The forms of the First Supplemental Indenture, the Lease Amendment, the First Supplemental Loan Agreement, the Escrow Agreement, the Purchase Agreement and the 2012 Bonds attached hereto or described herein and approved and adopted hereby are substantially final forms, and the Council hereby authorizes the Mayor and the Clerk-Treasurer (each an "Authorized Officer"), to approve such changes in form or substance to such instruments and documents as may be necessary or appropriate to accomplish the purposes of this Ordinance, the issuance of the 2012 Bonds and effect the refunding of the outstanding 1997 Bonds, with any such approval to be conclusively evidenced by such authorized execution of such instruments or documents.

Section 9. Other Documents. The Authorized Officers, together and/or individually, are hereby authorized and directed to execute such documents and instruments as may be necessary for the issuance of the 2012 Bonds and the refunding and defeasance of the outstanding 1997 Bonds, including any federal tax compliance certificate necessary to assure the tax-exempt status of the 2012 Bonds for purposes of federal income tax laws.

Section 10. Execution of Financing Documents. On behalf of the City, the Authorized Officers are authorized to execute and deliver the First Supplemental Loan Agreement, the First Supplemental Indenture, the Lease Amendment, the Escrow Agreement, the Purchase Agreement and the 2012 Bonds, each in substantially the form described herein and, as applicable, presented to this meeting, with such changes in form or substance as are acceptable to the Authorized Officers executing the same as provided in Section 8 of this Ordinance.

Section 11. Other Actions. The Authorized Officers and such other staff members, service providers and firms as they may direct are hereby authorized and directed to take any and all other actions on behalf of the City as may be necessary or appropriate to implement the refunding of the outstanding 1997 Bonds and carry out the purposes of this Ordinance and the issuance and sale of the 2012 Bonds in accordance with the First Supplemental Indenture and the

First Supplemental Loan Agreement, including without limitation, securing a rating on any or all of the 2012 Bonds from one or more national credit rating agencies.

Section 12. Bank Qualified Status. The City represents that (i) the 2012 Bonds are qualified 501(c)(3) bonds (as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code")); (ii) it hereby designates the 2012 Bonds as qualified tax-exempt obligations for purposes of Section 265(b) of the Code; (iii) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the City, and all entities subordinate to the City, during 2012 does not exceed Ten Million Dollars ($10,000,000); and (iv) the City will not designate more than Ten Million Dollars ($10,000,000) of qualified tax-exempt obligations during 2012. Therefore, the 2012 Bonds qualify for the exception in the Code from the disallowance of 100% of the deduction by financial institutions of interest expense allocable to newly acquired tax-exempt obligations.

Section 13. Ordinance as Contract. The provisions of this Ordinance and the Indenture securing the 2012 Bonds shall, upon execution, constitute contracts binding between the City and the owners of the 2012 Bonds, and after the issuance of the 2012 Bonds, this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of such holders so long as any of the 2012 Bonds or the interest thereon remain unpaid.

Section 14. Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions.

Section 15. Conflicts. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

Section 16. Headings. The headings or titles of the several sections of this Ordinance shall be solely for convenience or reference and shall not affect the meaning, construction or effect of this Ordinance.

Section 17. Effective Date. This Ordinance and the findings herein shall be in full force and effect immediately upon its passage and execution by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Columbus, Bartholomew County, Indiana, upon this _____ day of _____, 2012.

By:_____
Presiding Officer
Columbus Common Council

ATTEST:

_____
Luann Welmer, Clerk-Treasurer
City of Columbus

PRESENTED by me to the Mayor of the City of Columbus, Bartholomew County, Indiana, upon this _____ day of _____, 2012.

_____
Luann Welmer, Clerk-Treasurer
City of Columbus

SIGNED and APPROVED by me upon this _____ day of _____, 2012.

_____
Kristen Brown, Mayor
City of Columbus

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CITY OF COLUMBUS, INDIANA

ECONOMIC DEVELOPMENT REFUNDING REVENUE BONDS, SERIES 2012
(FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC. PROJECT)

FORMS OF FINANCING DOCUMENTS:

1. **First Supplemental Indenture;**
2. **First Amendment to Lease;**
3. **First Supplemental Loan Agreement;**
4. **Bond Purchase Agreement; and**
5. **Escrow Agreement.**

FIRST SUPPLEMENTAL INDENTURE

by and between

CITY OF COLUMBUS, INDIANA

and

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION,

as Trustee

Dated as of _____ 1, 2012

Securing

$_____

ECONOMIC DEVELOPMENT REFUNDING REVENUE BONDS, SERIES 2012
(FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC. PROJECT)

FIRST SUPPLEMENTAL INDENTURE

This First Supplemental Indenture is made and dated as of _____ 1, 2012 (the "First Supplemental Indenture"), by and between CITY OF COLUMBUS, INDIANA (the "Issuer") and FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, as successor to Irwin Union Bank and Trust Company, as Trustee (the "Trustee"), which supplements a Trust Indenture dated as of October 1, 1997 (the "Trust Indenture", together with this First Supplemental Trust Indenture, the "Indenture"), under the circumstances summarized in the following recitals, and pursuant to Section 9.01 of the Trust Indenture. The capitalized terms not defined in the recitals and granting clauses being used herein are as defined in the Trust Indenture.

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended, authorizes and empowers the Issuer to issue revenue bonds and loan the proceeds therefrom to an individual or entity for the purpose of financing or refinancing the acquisition, construction, installation and equipping of economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the Act declares that the financing and refinancing of economic development facilities constitutes a public purpose; and

WHEREAS, the Issuer has heretofore issued its Economic Development Revenue Bonds, Series 1997 (Girls Club/Boys Club Foundation for Youth of Columbus, Inc. Project) in the aggregate principal amount of $3,900,000 (the "1997 Bonds") pursuant to the Trust Indenture and loaned the proceeds thereof to the Foundation for Youth of Bartholomew County, Inc., successor to the Girls Club/Boys Club Foundation for Youth of Columbus, Inc. (the "Borrower"), to finance the Project (as defined in the Trust Indenture), pursuant to the Loan Agreement dated as of October 1, 1997 (the "Original Loan Agreement") between the Issuer and the Borrower; and

WHEREAS, the Issuer and the Borrower have determined that the 1997 Bonds can be refinanced in order to achieve a debt service savings and that such refinancing will be of benefit to the health and general welfare of the Issuer and the Borrower and will comply with the Act; and

WHEREAS, in order to assist in the refinancing of the 1997 Bonds, the Borrower has requested the Issuer to issue a series of additional bonds in the form of its Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project), in an aggregate principal amount not to exceed _____ Dollars ($_____) (the "2012 Bonds"); and

WHEREAS, the 2012 Bonds will be issued under the Trust Indenture, as supplemented and amended by this First Supplemental Indenture; and

WHEREAS, concurrently with the issuance of the 2012 Bonds, the Issuer and the Borrower will enter into the First Supplemental Loan Agreement, dated as of _____ 1, 2012 (the "First Supplemental Loan Agreement", together with the Original Loan Agreement, the "Loan Agreement"), which amends and supplements the Original Loan Agreement, to provide for the repayment by the Borrower of the loan of the proceeds of the 2012 Bonds and further provides (i) for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2012 (the "2012 Note") in substantially the form attached thereto as "Exhibit A" and (ii) for such loan and the 2012 Note to be secured by the lien and security interest therein provided for; and

WHEREAS, pursuant to the Indenture, the Issuer will endorse the 2012 Note without recourse and assign certain of its rights under the Loan Agreement as security for the 2012 Bonds which are payable solely and only out of the payments to be made by the Borrower with respect to the 2012 Note issued under the Loan Agreement except to the extent paid out of 2012 Bond proceeds; and

WHEREAS, the execution and delivery of this First Supplemental Indenture and the issuance of the 2012 Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the governing body of the Issuer;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of, premium, if any, and interest on the 2012 Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in said 2012 Bonds contained, and in order to declare the terms and conditions on which the 2012 Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the 2012 Bonds by the holders or obligees thereof, the Issuer has executed and delivered the Indenture, and by these presents does hereby convey, grant, assign and pledge a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property, real and personal hereinafter described:

GRANTING CLAUSES

DIVISION I

The 2012 Note, which has been endorsed by the Issuer to the order of the Trustee and pledged by the Issuer to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby;

ARTICLE II

All right, title and interest of the Issuer in and to the Loan Agreement (except the rights reserved to the Issuer and referred to in Section 3.01 of the Original Loan Agreement) and the Qualified Investments held by the Trustee from time to time in the Funds created hereunder (other than the Rebate Fund);

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

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the 2012 Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all 2012 Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the 2012 Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, as follows:

DEFINITIONS

The terms used in this First Supplemental Indenture and not otherwise defined herein shall have the meanings assigned to them in the Trust Indenture. References to the "Indenture" herein shall be deemed to mean both the Trust Indenture and this First Supplemental Indenture.

Section 1.01 of the Trust Indenture is hereby amended and supplemented to include the following definitions. In the event that any definition contained in this First Supplemental Indenture conflicts with any definition contained in the Trust Indenture, the definitions of this First Supplemental Indenture shall control.

"Bondholder" or "Owner of a 2012 Bond" or "Owner" or any similar term means the registered Owner of any fully registered 2012 Bond.

"Borrower" means Foundation for Youth of Bartholomew County, Inc., successor to the Girls Club/Boys Club Foundation For Youth of Columbus, Inc., an Indiana nonprofit corporation, or any successor thereto under the Loan Agreement.

"Interest Payment Date" means each January 15 and July 15, commencing January 15, 2013.

"Loan Agreement" means the Loan Agreement, dated as of October 1, 1997, as amended and supplemented by the First Supplemental Loan Agreement, dated as of _____ 1, 2012, from the Borrower to the Issuer, and all amendments and supplements thereto.

"Trustee" means First Financial Bank, National Association, successor to Irwin Union Bank and Trust Company, the party of the second part hereto, and any successor trustee or co-trustee.

"2012 Cost of Issuance Account" shall mean the "City of Columbus, Indiana, 2012 Cost of Issuance Account" created and established by Section 4.04 hereof.

ARTICLE II

AUTHORIZATION AND TERMS OF THE 2012 BONDS

Section 2.01. Authorized Amount of 2012 Bonds. The total authorized principal amount of the 2012 Bonds which shall be issued under the provisions of this First Supplemental Indenture is $_____. Except and unless otherwise provided herein, the 2012 Bonds shall be issued in accordance with and subject to the terms and provisions of the Trust Indenture.

Section 2.02. Issuance of 2012 Bonds. The Issuer shall issue, sell and deliver $_____, principal amount of 2012 Bonds to First Financial Bank, National Association (the "Bond Purchaser") at an aggregate purchase price of $_____, representing $_____, the aggregate issued amount of the 2012 Bonds. The 2012 Bonds shall be designated "City of Columbus, Indiana Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project)" and shall be issuable pursuant to this First Supplemental Indenture only in fully registered form, substantially in the form set forth in Exhibit A to this First Supplemental Indenture. The 2012 Bonds shall be numbered from R-1 upwards, shall be issued in denominations of $5,000 and any integral multiple thereof, and shall be dated as of _____, 2012. Interest on the 2012 Bonds shall be paid to the Owners of such 2012 Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such Owners as they shall appear on the registration books maintained by the Trustee notwithstanding the cancellation of any such 2012 Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owners in whose name any such 2012 Bonds (or any 2012 Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date next preceding the date of payment of such defaulted interest. Payment of interest to all 2012 Bondholders shall be by check drawn on the main office of the Trustee and mailed to such 2012 Bondholder one Business Day prior to such Interest Payment Date or by wire transfer of immediately available funds on the Interest Payment Date to registered owners of $500,000 or more in aggregate principal amount who requests the same in writing to the Trustee prior to the

Record Date. The Special Record Date shall be the day after the date to which interest on the 2012 Bonds has been paid in full.

The interest on the 2012 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication of the 2012 Bonds, unless such date of authentication shall be after a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date; provided, however, that if, as shown by the records of the Trustee, interest on the 2012 Bonds shall be in default, 2012 Bonds issued in exchange for 2012 Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the 2012 Bonds or, if no interest has been paid on the 2012 Bonds, _____, 2012. Bonds authenticated on or before January 1, 2013, shall bear interest from _____, 2012. Interest will be calculated on the basis of a 360 day year consisting of twelve thirty day months.

Section 2.03. Maturities and Interest Rates. The 2012 Bonds shall mature on January 15 in the years and in the principal amounts and shall bear interest at the rates for each maturity, payable on each Interest Payment Date all as set forth below opposite the date of maturity:

Maturity	**Amount**	**Interest Rate**
01/15/2013	$315,000	1.80%
01/15/2014	340,000	1.80
01/15/2015	295,000	1.80
01/15/2016	345,000	1.80
01/15/2017	355,000	1.80
01/15/2018	365,000	1.80

Interest on the 2012 Bonds is payable on each Interest Payment Date commencing January 15, 2013.

Section 2.04. Delivery of 2012 Bonds. Upon the execution and delivery of this First Supplemental Indenture and satisfaction of the conditions established by the Issuer for delivery of the 2012 Bonds, the Trustee shall execute, authenticate and deliver the 2012 Bonds to the Bond Purchaser or as directed by the Issuer.

Section 2.05. Payment on 2012 Bonds. The principal of, premium, if any, and interest on the 2012 Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The payments on the 2012 Bonds shall be payable at the designated corporate trust office of the Trustee. All payments of interest on the 2012 Bonds shall be made as set forth in Sections 2.02 and 2.03 hereof.

Section 2.06. Execution, Limited Obligation. The 2012 Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of the Clerk-Treasurer of the Issuer and shall have impressed

or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the 2012 Bonds. If any officer whose signature or facsimile signature shall appear on the 2012 Bonds shall cease to be such officer before the delivery of such 2012 Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The 2012 Bonds, and the interest payable thereon, shall be limited obligations of the Issuer payable solely from the payments to be made on the 2012 Note (except to the extent paid out of money attributable to the 2012 Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective holders thereof only against the moneys held by the Trustee and the payments to be made on the 2012 Note which are hereby pledged and assigned for the equal and ratable payment of the 2012 Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the 2012 Bonds, except as may be otherwise expressly authorized in this Indenture.

Section 2.07. Delivery of 2012 Bonds. Upon the execution and delivery of this First Supplemental Indenture, the Issuer shall execute and deliver to the Trustee the 2012 Bonds in the aggregate principal amount of $_____. The Trustee shall authenticate such 2012 Bonds and deliver them to the purchasers thereof upon receipt of:

(1) A copy, duly certified by the Clerk-Treasurer of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the First Supplemental Loan Agreement and this First Supplemental Indenture and the issuance of the 2012 Bonds.

(2) Executed counterparts of the First Supplemental Loan Agreement, First Supplemental Indenture and the Escrow Agreement (as hereinafter defined).

(3) The 2012 Note in the same principal amount as the principal amount of the 2012 Bonds, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(4) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the 2012 Bonds in the principal amount of $_____, to the purchasers thereof.

(5) Such other documents as shall be reasonable required by the Trustee.

The proceeds of the 2012 Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 4.01 hereof.

ARTICLE III

REDEMPTION OF THE 2012 BONDS

Section 3.01. Optional Redemption. The 2012 Bonds are not subject to optional redemption prior to maturity.

Section 3.02. Mandatory Redemption – Net Proceeds. In the event that the Borrower is directed by the Lessee pursuant to Section 4.01(b) of the Original Loan Agreement to apply the Net Proceeds of any insurance or condemnation award to the redemption of the 2012 Bonds in whole, such Net Proceeds shall be used to redeem all 2012 Bonds then outstanding in whole on a redemption date established by the Trustee (which redemption date shall not be later than 30 days after the date the Lessee directs such application of Net Proceeds) at 100% of the principal amount thereof plus accrued interest thereon to the redemption date and without premium.

ARTICLE IV

ESCROW DEPOSIT, ACCOUNTS AND INVESTMENTS

Section 4.01. Source of Payment of 2012 Bonds. The 2012 Bonds shall be payable as described in Section 4.01 of the Trust Indenture; provided payments shall be derived from the payments on the 2012 Note.

Section 4.02. Bond Fund. The Bond Fund established in Section 4.02 of the Trust Indenture shall be continued for the payment of the 2012 Bonds; provided, however, that all payments on the 2012 Note shall be deposited to the Bond Fund for payment on the 2012 Bonds.

Section 4.03. Escrow Deposit. Contemporaneously with the execution of this First Supplemental Indenture, the Issuer and First Financial Bank, National Association, as Escrow Agent and as Trustee under the Trust Indenture as supplemented by this First Supplemental Indenture, have executed an Escrow Agreement dated as of _____ 1, 2012 (the "Escrow Agreement"). Upon delivery of the 2012 Bonds, the Trustee shall purchase with $_____ from the proceeds thereof the securities set forth in Exhibit B hereto, together with a cash deposit from such proceeds of $____, and shall deposit such securities and cash in the aggregate amount of $_____ with the Escrow Agent for deposit in the Escrow Account created by the Escrow Agreement to provide for the refunding of the 1997 Bonds.

Section 4.04. 2012 Cost of Issuance Account Deposit. There is hereby created and established within the Construction Fund created by Section 4.03 of the Trust Indenture, the "City of Columbus, Indiana 2012 Cost of Issuance Account". After the deposit required pursuant to the terms of Sections 4.01 hereof has been made, the Trustee shall deposit the balance of the proceeds of the 2012 Bond ($_____) to the 2012 Cost of Issuance Account. The Trustee shall pay costs of issuance set forth in Exhibit C hereto, which shall be paid by

check or wire transfer at closing to the entities listed at the direction of such entities. Execution of this First Supplemental Indenture shall be conclusive authorization for these payments. Other costs of issuance shall be paid upon submission of a requisition signed by any officer of the Issuer. No later than _____, 2012, any 2012 Bond proceeds remaining in the 2012 Cost of Issuance Account shall be deposited to the Bond Fund.

Section 4.05. Rebate Fund. The Rebate Fund created by Section 4.04 of the Trust Indenture is hereby continued for the 2012 Bonds.

ARTICLE V

MISCELLANEOUS

Section 5.01. Construing of Indenture. The 2012 Bonds are issued pursuant to and subject to the terms and provisions of the Trust Indenture, as amended and supplemented by this First Supplemental Indenture. Unless otherwise provided herein, all of the terms and provisions of the Trust Indenture apply to the 2012 Bonds with like effect as if the term "2012 Bonds" was substituted for the term "Bonds" and the term "2012 Note" was substituted for the term "Note" where used in the Trust Indenture.

Section 5.02. General. All the terms and conditions of this First Supplemental Indenture shall be and are deemed to be part of the terms and conditions of the Trust Indenture. In the event that any provision of this First Supplemental Indenture conflicts with any provision contained in the Trust Indenture, the provisions of this Supplemental Indenture shall control.

(Remainder of page intentionally left blank)

(Signature Page to First Supplemental Indenture)

IN WITNESS WHEREOF, the Issuer has caused this First Supplemental Indenture to be executed and delivered for it and in its name and on its behalf by its duly authorized officers, and the Trustee has caused this First Supplemental Indenture to be executed and delivered for it and in its name and on its behalf by its duly authorized officers; all as of the day and year first above-written.

CITY OF COLUMBUS, INDIANA

By: _____
Kristen Brown, Mayor

ATTEST:

By: _____
Luann Welmer, Clerk-Treasurer

(SEAL)

2161415v1

(Signature Page to First Supplemental Indenture)

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, successor to Irwin Union Bank and Trust Company, as Trustee

By: _____
_____, Authorized Officer

ATTEST:

By: _____
_____, Authorized Officer

2161415v1

EXHIBIT A

SPECIMEN BOND

No. R-01

UNITED STATES OF AMERICA

STATE OF INDIANA
CITY OF COLUMBUS, INDIANA
ECONOMIC DEVELOPMENT REFUNDING REVENUE BONDS, SERIES 2012
(FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC. PROJECT)

INTEREST RATE	MATURITY DATE	AUTHENTICATION DATE	ORIGINAL ISSUE DATE
1.800%	_____	_____, 2012	_____, 2012

REGISTERED OWNER: FIRST FINANCIAL BANK, NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS: That the City of Columbus, Indiana (the "Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana (the "State"), for value received hereby promises to pay to the registered owner specified above or registered assigns, solely from the payments on the 2012 Note hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount specified above on the Maturity Date specified above, unless this Bond shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount hereof in like money, but solely from said payments, at the Interest Rate specified above per annum payable on each January 15 and July 15 (the "Interest Payment Dates"), commencing on January 15, 2013. Interest on this Bond shall be payable from the Interest Payment Date next preceding the authentication thereof (the "Interest Date"), except that: (i) if this Bond is authenticated on or before January 1, 2013, the Interest Date shall be the Original Issue Date specified above; (ii) if this Bond is authenticated after the fifteenth day prior to such Interest Payment Date (the "Record Date"), the Interest Date shall be such Interest Payment Date; and (iii) if interest on this Bond is in default, the Interest Date shall be the day after the date to which interest has been paid in full.

The principal and premium, if any, of this Bond are payable at the principal corporate trust office of First Financial Bank, National Association, as Trustee, in the City of Columbus,

Indiana, or at the principal office of any successor. All payments of interest hereon will be made by the Trustee by check mailed on one Business Day prior to each Interest Payment Date (or by wire transfer of immediately available funds on the Interest Payment Date to a Registered Owner of $500,000 or more in aggregate principal amount who requests the same in writing to the Trustee prior to the Record Date) to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date.

This Bond is one of the Issuer's Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project) (hereinbefore and hereinafter, the "Bonds" or the "Bond") being issued under the hereinafter described Indenture. Such Bonds are being issued in the aggregate principal amount of $_____ for the purposes of financing a current refunding of the Issuer's Economic Development Revenue Bonds, Series 1997 (Girls Club/Boys Club Foundation For Youth of Columbus, Inc. Project) (the "1997 Bonds"), and to pay the costs of issuing the Bonds, by lending the proceeds of the Bonds to the Foundation for Youth of Bartholomew County, Inc. (the "Borrower") for such purpose pursuant to a Loan Agreement, dated as of October 1, 1997, as amended by a First Supplemental Loan Agreement, dated as of _____ 1, 2012 (collectively, the "Loan Agreement"), between the Issuer and the Borrower. The Loan Agreement prescribes the terms and conditions under which the Borrower shall repay such loan and pursuant to which the Borrower will execute and deliver to the Issuer its Note, Series 2012 (the "2012 Note") in the aggregate principal amount equal to the aggregate principal amount of the Bonds in order to evidence such loan.

The facility originally financed with the proceeds of the 1997 Bonds (the "Project") is leased by the Borrower for a term equal to the term of the Bonds to the City of Columbus, Park Department, pursuant to a Lease dated as of May 9, 1997, as amended by a First Amendment to Lease dated as of _____, 2012 (collectively, the "Lease"). The rental payments under the Lease equal or exceed the Borrower's obligations on the 2012 Note. The Loan Agreement creates a lien on and a security interest in rental payments under the Lease and the Borrower's right to receive such, grants made in designated support of the Project, and in various funds, and the moneys therein, created under the Indenture.

The Bonds are issued and entitled to the security of a Trust Indenture dated as of October 1, 1997, as supplemented and amended by a First Supplemental Indenture dated as of _____, 2012 (collectively, the "Indenture") duly executed and delivered by the Issuer to First Financial Bank, National Association, successor to Irwin Union Bank and Trust Company, as Trustee (the term "Trustee" where used herein refers to said Trustee or its successors), pursuant to which Indenture the 2012 Note and all rights of the Issuer under the Loan Agreement, except the rights to payment for expenses, indemnity rights and the rights to perform certain discretionary acts, are pledged and assigned by the Issuer to the Trustee as security for the Bonds.

Reference is made to the Indenture and to all indentures supplemental thereto and to the Loan Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds and the terms on

which the Bonds are issued and secured, and to all the provisions of which the holder hereof by acceptance of this Bond assent.

The Bonds are issuable in registered form without coupons in the denominations of $5,000 and any integral multiples thereof. Interest will be calculated on the basis of a 360 day year consisting of twelve thirty day months.

This Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject, to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

The Issuer and the Trustee may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of the Principal Amount and the interest due hereon, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds are not subject to optional redemption prior to maturity.

In the event that the Borrower is directed by the Lessee pursuant to Section 4.01(b) of the Loan Agreement to apply the Net Proceeds of any insurance or condemnation award to the redemption of the Bonds in whole, such Net Proceeds shall be used to redeem all Bonds then outstanding in whole on a redemption date established by the Trustee (which redemption date shall not be later than 30 days after the date the Lessee directs such application of the Net Proceeds) at 100% of the principal amount thereof plus accrued interest thereon to the redemption date and without premium.

In the event any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

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

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and

interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the payments to be made on the 2012 Note issued under the Loan Agreement pledged and assigned for their payment in accordance with the Indenture. However, no covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of any member of the Issuer or of the legislative or fiscal bodies of the Issuer of any officer or employee of the Issuer or its legislative or fiscal bodies in his or her individual capacity, and neither the members of the Issuer or the legislative or fiscal bodies of the Issuer nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Upon the happening of any event of default under the Loan Agreement or the Indenture and the continuance of the same for the period, if any, specified in said document, the Trustee may, without any action on the part of the Bondholders, and shall upon the written request of the holders of not less than twenty-five percent (25%) in principal amount of the Bonds then outstanding (exclusive of any Bonds then owned by the Issuer or the Borrower), and upon being indemnified to its satisfaction, by notice in writing delivered to the Issuer declare the entire principal amount of the Bonds then outstanding under the Indenture and the interest accrued thereon, immediately due and payable, subject, however, to the right of the holders of the majority in principal amount of the Bonds then outstanding, by written notice to the Trustee and to the Issuer, to annul such declaration and to destroy its effect as provided in the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations to the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Indenture and by the Constitution and laws of the State, and that the amount of this Bond is not in excess of the amount of Bonds permitted to be issued under the Indenture.

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

IN WITNESS WHEREOF, the City of Columbus, Indiana, has caused this Bond to be executed with the manual signature of its Mayor and its corporate seal to be hereunto affixed manually and attested with the manual signature of its Clerk-Treasurer, all as of the Original Issue Date identified above.

CITY OF COLUMBUS, INDIANA

By: _____

(SEAL) Kristen Brown, President

ATTEST:

_____
Luann Welmer, Clerk-Treasurer

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

2161415v1

ABBREVIATIONS

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UNIF TRANS MIN ACT - _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors Act _____
(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

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

_____

_____
(Please print or typewrite name and address of Assignee)

_____
(Please insert social security or other identifying number of Assignee)

_____
(Insert number for first named transferee if held by joint account)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____
as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

REGISTERED OWNER:

_____
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation or anyone in a representative capacity, proof of authority to act must accompany this assignment.

2161415v1

EXHIBIT B

SCHEDULE OF INVESTMENT SECURITIES
(REFUNDING ESCROW)

Type of Security	Maturity Date	Par Amount	Rate

2161415v1

EXHIBIT C

Cost of Issuance

FIRST AMENDMENT TO LEASE

FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC., successor to Girls Club/Boys Club Foundation For Youth of Columbus, Inc., as Lessor (the "Lessor"), and the CITY OF COLUMBUS, INDIANA, ACTING THROUGH ITS PARK AND RECREATION BOARD, as Lessee (the "Lessee"), under a Lease Agreement originally dated as of May 9, 1997 (the "Lease"), as amended by an Addendum to Lease originally dated as of May 9, 1997 (the "Addendum"), hereby agree that the Lease shall be, upon the execution hereof, amended as follows in connection with the issuance by the City of Columbus, Indiana of its Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project):

1. The semiannual rental provided for in Section 2 of the Lease, as amended by the Addendum, shall be reduced and be payable on the dates and in the amounts set forth in the Schedule of Lease Payments attached hereto as Exhibit A.

2. It is hereby further agreed that all other provisions of the Lease shall remain in effect.

[Signature Page to First Amendment to Lease]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease to be executed for and on their behalf as of the ___ day of _____, 2012.

FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC. (Lessor)

By: _____

_____

Title: _____

ATTEST:

By: _____

_____

Title: Secretary

CITY OF COLUMBUS, INDIANA (Lessee)

By: _____
Kristen Brown

Title: Mayor

ATTEST:

By: _____
Luann Welmer

Title: Clerk-Treasurer

2161416v1

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, by me known to be the President and Secretary, respectively, of the Foundation for Youth of Bartholomew County, Inc., who acknowledged the execution of the foregoing "First Amendment to Lease" on behalf of said Corporation.

WITNESS my hand and Notarial Seal this ____ day of _____, 2012.

_____
Notary Public

Printed: _____

My Commission Expires:

_____

My County of Residence:

_____

2161416v1

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Kristen Brown and Luann Welmer, by me known to be Mayor and Clerk-Treasurer, respectively, of the City of Columbus, Indiana, who acknowledged the execution of the foregoing "First Amendment to Lease" on behalf of said City.

WITNESS my hand and Notarial Seal this _____ day of _____, 2012.

_____
Notary Public

Printed: _____

My Commission Expires:

_____

My County of Residence:

_____

I, Dennis H. Otten, affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

This instrument was prepared by Dennis H. Otten, Attorney at Law, BOSE McKINNEY & EVANS LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204, 317-684-5000.

EXHIBIT A

LEASE PAYMENT SCHEDULE

Payment Date	Lease Payment
12/31/12	$
06/30/13	
12/31/13	
06/30/14	
12/31/14	
06/30/15	
12/31/15	
06/30/16	
12/31/16	
06/30/17	
12/31/17	

FIRST SUPPLEMENTAL
LOAN AGREEMENT

BETWEEN

FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC.,
As Borrower

AND

CITY OF COLUMBUS, INDIANA
As Issuer

$_____
CITY OF COLUMBUS, INDIANA
ECONOMIC DEVELOPMENT REFUNDING REVENUE BONDS,
SERIES 2012
(FOUNDATON FOR YOUTH OF BARTHOLOMEW COUNTY, INC. PROJECT)

Dated _____ 1, 2012

Amending and Supplementing the Loan Agreement Dated October 1, 1997,
between the Borrower and Issuer.

FIRST SUPPLEMENTAL LOAN AGREEMENT

This FIRST SUPPLEMENTAL LOAN AGREEMENT, dated _____ 1, 2012 (the "First Supplemental Loan Agreement") between the FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC., successor to Girls/Boys Club Foundation for Youth of Columbus, Inc., an Indiana non-profit corporation (the "Borrower"), and the CITY OF COLUMBUS, INDIANA, a municipal corporation and political subdivision of the State of Indiana (the "Issuer"), is being entered into for the purpose of amending and supplementing the Loan Agreement dated October 1, 1997 (the "Original Loan Agreement", as amended and supplemented by this First Supplemental Loan Agreement, the "Loan Agreement") between the Borrower and the Issuer, under the circumstances summarized in the following recitals (the capitalized terms not defined above or in the recitals hereto shall have the meanings set forth in Article I hereof unless the context or use clearly indicates another meaning or intent).

WITNESSETH:

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended, authorizes and empowers the Issuer to issue revenue bonds and loan the proceeds therefrom to an individual or entity for the purpose of financing or refinancing the acquisition, construction, installation and equipping of economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the Act declares that the financing and refinancing of economic development facilities constitutes a public purpose; and

WHEREAS, the Issuer has heretofore issued its Economic Development Revenue Bonds, Series 1997 (Girls Club/Boys Club Foundation for Youth of Columbus, Inc. Project) in the aggregate principal amount of $3,900,000 (the "1997 Bonds") pursuant to the Trust Indenture, dated as of October 1, 1997, between the Issuer and First Financial Bank, National Association, successor to Irwin Union Bank and Trust Company, as Trustee (the "Original Indenture") and loaned the proceeds thereof to the Borrower to finance the Project (as defined in the Original Loan Agreement); and

WHEREAS, the Issuer and the Borrower have determined that the 1997 Bonds can be refinanced in order to achieve a debt service savings and that such refinancing will be of benefit to the health and general welfare of the Issuer and the Borrower and will comply with the Act; and

WHEREAS, in order to assist in the refinancing of the 1997 Bonds, the Borrower has requested the Issuer to issue a series of additional bonds in the form of its Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project), in an aggregate principal amount not to exceed _____ Dollars ($_____) (the "2012 Bonds"); and

WHEREAS, the 2012 Bonds will be issued under the Original Indenture, as supplemented and amended by a First Supplemental Indenture, dated as of _____, 2012, between the Issuer and the Trustee (the "First Supplemental Indenture", together with the Original Indenture, the "Indenture"); and

WHEREAS, this First Supplemental Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the 2012 Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Series 2012 Note (the "2012 Note"); and

WHEREAS, pursuant to the Indenture, the Issuer will pledge and assign the 2012 Note and assign certain of its rights under the Loan Agreement as security for the 2012 Bonds, and such 2012 Bonds will be payable solely out of (i) the payments to be made by the Borrower on the 2012 Note or (ii) 2012 Bond proceeds.

GRANTING CLAUSES

In consideration of the premises, the loan of the proceeds of the 2012 Bonds to be made by the Issuer, the acceptance of the 2012 Note by the Issuer, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the 2012 Note and the performance of all the covenants of the Borrower contained in the Loan Agreement, the Borrower has executed and delivered the Loan Agreement and by these presents does pledge and deposit or agree to pledge and deposit with the Issuer and grant to the Trustee or its agents on behalf of the Issuer a security interest in any and all moneys and securities from time to time on deposit in all Funds and Accounts created under the Loan Agreement and under the Indenture (other than the Rebate Fund) including the rental revenues received under the Lease (as defined herein) and grants received in support of the Project and does further grant a security interest in all proceeds or substitutions for the moneys and securities in said Funds and Accounts (other than the Rebate Fund) including intangibles, contract rights, rights to receive payment upon sale and rights to receive delivery of substitute securities (all of the foregoing collectively call the "Collateral"), but the Borrower's obligations hereunder shall be otherwise nonrecourse to any other assets of the Borrower.

TO HAVE AND TO HOLD the Collateral, whether now or hereafter acquired, unto the Issuer, its successors and assigns forever; provided, however, that this Loan Agreement is executed upon the express condition that the Borrower shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe all and singular the covenants and promises expressed in the 2012 Note and this Loan Agreement to be kept, performed and observed by the Borrower, then this Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

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

ARTICLE I
DEFINITIONS AND EXHIBITS

Section. 1.01. Terms Defined. The terms used in this First Supplemental Loan Agreement and not otherwise defined herein shall, except as otherwise stated, have the meanings assigned to them in the Original Loan Agreement. In addition to the words and terms elsewhere defined in this First Supplemental Loan Agreement, the following words and terms shall have the following meanings unless the context clearly otherwise requires:

"Bondholder" or "Owner of a 2012 Bond" or "Owner" or any similar term means the registered Owner of a 2012 Bond.

"Borrower" means the Foundation for Youth of Bartholomew County, Inc., successor to Girls Club/Boys Club Foundation For Youth of Columbus, Inc., an Indiana non-profit corporation, or any successors thereto permitted under Section 3.04 of the Original Loan Agreement.

"Collateral" means the security pledged to the payment of the 2012 Bonds in the granting clauses of the First Supplemental Loan Agreement.

"First Supplemental Indenture" means the First Supplemental Indenture, dated _____ 1, 2012, between the Issuer and the Trustee.

"First Supplemental Loan Agreement" means the First Supplemental Loan Agreement, dated _____ 1, 2012, between the Borrower and the Issuer.

"Lease" means the Lease from the Borrower to the Lessee, dated as of May 9, 1997, as supplemented by the First Amendment to Lease, dated _____, 2012, from the Borrower to the Lessee.

"Lessee" means the City of Columbus Park Department.

"Loan Agreement" means the Original Loan Agreement, as supplemented and amended by the First Supplemental Loan Agreement.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the 2012 Bonds.

"1997 Bonds" means the Issuer's Economic Development Revenue Bonds, Series 1997 (Girls Club/Boys Club Foundation for Youth of Columbus, Inc. Project), now outstanding in the aggregate principal amount of $1,940,000.

"Original Indenture" means the Trust Indenture, dated October 1, 1997, between the Issuer and the Trustee.

"Original Loan Agreement" means the Loan Agreement, dated October 1, 1997, between the Borrower and the Issuer.

"Tax Representation Certificate" means the Tax Representation Certificate delivered by

the Borrower to the Issuer, and the Trustee on the date of delivery of the 2012 Bonds.

"Trustee" means the trustee and/or co-trustee at the time serving as such under the Indenture, and at the time of issuance of the 2012 Bonds means First Financial Bank, National Association, successor to Irwin Union Bank and Trust Company.

"2012 Bonds" means the Issuer's Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project) to be issued by the Issuer under the Indenture in the aggregate principal amount of $_____ and any 2012 Bonds issued in substitution or replacement therefor.

"2012 Note" means the 2012 Note of the Borrower in the principal amount of $_____ in substantially the form attached hereto as Exhibit A which will be issued and delivered by the Borrower to the Issuer to evidence the Loan, and any 2012 Note issued in exchange therefor.

Section 2.02. Rules of Interpretation. For all purposes of this First Supplemental Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(1) This "First Supplemental Loan Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

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

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

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

(5) The terms defined elsewhere in this First Supplemental Loan Agreement shall have the meanings therein prescribed for them.

Section 2.03. Exhibits. The following Exhibits are attached to and by reference made a part of this First Supplemental Loan Agreement:

Exhibit A. Form of 2012 Note.

END OF ARTICLE I

ARTICLE II
REPRESENTATIONS; LOAN OF 2012 BOND PROCEEDS

Section 2.01. Representations by Issuer. The Issuer reaffirms all of its representations as set forth in Section 2.01(a) through (c) of the Original Loan Agreement with respect to the 2012 Bonds, the Loan and the 2012 Note; provided, however, that the Issuer is providing the funds from the issuance of the 2012 Bonds for the purpose of refinancing in their entirety the 1997 Bonds.

Section 2.02. Representations by Borrower. The Borrower reaffirms all of its representations and warranties as set forth in Section 2.02(a) through (d) and (f) through (n) of the Original Loan Agreement with respect to the 2012 Bonds, the Loan, the 2012 Note and the Lease. In lieu of the representations and warranties of the Borrower set forth in Section 2.02 (e) of the Original Loan Agreement, the Borrower represents that all of the proceeds of the 2012 Bonds will be used for the current refunding of the 1997 Bonds and that no more than the lesser of 2% of the aggregate face amount or the proceeds of the 2012 Bonds will be used for the cost of issuance of the 2012 Bonds, including underwriter's discount.

Section 2.03. Loan of Proceeds of 2012 Bonds. Concurrently with the execution and delivery of this First Supplemental Loan Agreement, the Issuer is issuing the 2012 Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits specified in Section 3.01 of the First Supplemental Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the 2012 Note substantially in the form attached hereto as Exhibit A.

Section 2.04. Escrow Account and 2012 Cost of Issuance Account. The Issuer and the Borrower hereby authorize and direct the Trustee under the Indenture to deposit the proceeds of the 2012 Bonds as specified in the First Supplemental Indenture to the Escrow Account and 2012 Cost of Issuance Account as therein directed.

END OF ARTICLE II

ARTICLE III
PARTICULAR COVENANTS OF THE BORROWER

The Borrower hereby agrees that all of the covenants, representations, acknowledgments, consents and other statements of the Borrower as set forth in Article III of the Original Loan Agreement shall apply with like effect and equal force to the 2012 Bonds, the 2012 Note and the Loan, except that the provisions of Section 3.14 of the Original Loan Agreement regarding completion of the Project shall not apply with respect to the 2012 Bonds, the 2012 Note or the Loan. The Borrower hereby covenants that the Project has been completed.

END OF ARTICLE III

ARTICLE IV
DAMAGE, CONDEMNATION, AND LOSS OF TITLE

The Borrower and the Issuer hereby agree that all of the provisions set forth in Article IV of the Original Loan Agreement shall apply with like effect and equal force to the 2012 Bonds, the 2012 Note and the Loan.

END OF ARTICLE IV

ARTICLE V
PREPAYMENT OF 2012 NOTE AND REDEMPTION OF 2012 BONDS

Section 5.01. Optional Prepayment. Except as described in Section 5.02 hereof, the 2012 Note is not subject to optional prepayment by the Borrower.

Section 5.02. Mandatory Prepayment – Net Proceeds. In the event the Borrower is directed by the Lessee pursuant to Section 4.01(b) of the Original Loan Agreement to apply the Net Proceeds of any insurance or condemnation award to the redemption of the 2012 Bonds in whole, such Net Proceeds shall be used to prepay the 2012 Note in whole on a redemption date established pursuant to Section 5.01(c) of the Original Indenture at 100% of the principal amount thereof, plus accrued interest thereon to the redemption date (which redemption date shall not be later than thirty (30) days after the date the Lessee directs such application of the Net Proceeds).

Section 5.03. Notice of Prepayment. The Borrower shall give the Trustee not less than forty-five (45) days prior written notice of its intent to prepay the 2012 Note pursuant to Section 5.02 hereof, which notice shall designate the date of prepayment and direct the redemption of the entire outstanding amount of the 2012 Bonds.

END OF ARTICLE V

ARTICLE VI
EVENTS OF DEFAULT AND REDEMIES THEREFOR; IMMUNITY AND NONRECOURSE; SUPPLEMENTS AND AMENDMENTS; DEFEASANCE; AND MISCELLANOUS PROVISIONS

The Borrower and the Issuer hereby agree that all of the provisions set forth in Articles VI through X of the Original Loan Agreement shall apply with like effect and equal force to the 2012 Bonds, the 2012 Note and the Loan. Notwithstanding the foregoing, the parties acknowledge and agree that the address for notices to the Borrower set forth in Section 10.04 of the Original Loan Agreement is hereby amended to reflect the name of the Borrower as Foundation for Youth of Bartholomew County, Inc.

END OF ARTICLE VI

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this First Supplemental Loan Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

This instrument prepared by Dennis H. Otten, Attorney-at-Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

SIGNATURE PAGE OF BORROWER
TO FIRST SUPPLEMENTAL LOAN AGREEMENT

"BORROWER"

FOUNDATION FOR YOUTH OF
BARTHOLOMEW COUNTY, INC.

By:_____

_____

SIGNATURE PAGE OF ISSUER
TO FIRST SUPPLEMENTAL LOAN AGREEMENT

"ISSUER"

CITY OF COLUMBUS, INDIANA

By:_____
Kristen Brown, Mayor

(SEAL)

ATTEST:

By: _____
Luann Welmer, Clerk-Treasurer

EXHIBIT A

FORM OF 2012 NOTE

FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC.

SERIES 2012 NOTE

_____, 2012

FOR VALUE RECEIVED, the undersigned, Foundation for Youth of Bartholomew County, Inc. (the "Borrower"), an Indiana nonprofit corporation, organized and existing in good standing under the laws of the State of Indiana, hereby promises to pay to the order of the City of Columbus, Indiana (the "Issuer"), on or before 11:00 a.m. (prevailing Issuer time) in immediately available funds, during the term of the Loan Agreement, dated as of October 1, 1997, as amended by the First Supplemental Loan Agreement, dated as of _____ 1, 2012, each between the Borrower and the Issuer (collectively, the "Loan Agreement"), commencing on December 31, 2012, and on two Business Days prior to each January 15 and July 15 thereafter in immediately available funds, a sum which, together with any moneys available therefore in the Bond Fund under the Indenture, will equal the principal and interest due on the 2012 Bonds on such January 15 and July 15.

Payments hereunder are to be endorsed to First Financial Bank, N.A., successor to Irwin Union Bank and Trust Company, Columbus, Indiana, serving as trustee (the "Trustee") under the Trust Indenture dated as of October 1, 1997, as supplemented and amended by a First Supplemental Indenture dated as of _____ 1, 2012, each between the Issuer and the Trustee (collectively, the "Indenture"), and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the Issuer's "Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project)" (the "2012 Bonds") issued pursuant to the Indenture in the aggregate principal amount of $_____. All of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as a part of this 2012 Note.

This 2012 Note is issued pursuant to and secured by the Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Issuer under the Loan Agreement or under any other agreement between the Borrower and the Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason.

In certain events and in the manner set forth in the Loan Agreement, the entire principal amount of this 2012 Note and the interest accrued thereon may be declared to be due and

payable. In certain events and in the manner set forth in the Loan Agreement, the Borrower shall be obligated to pay additional amounts.

No recourse shall be had for the payment of the principal or prepayment price of, or interest on this 2012 Note, or for any claim based hereon or on the Loan Agreement, against any assets of the Borrower other than the rental revenues received for the Project, against any officer, director, employee or member, past, present or future, of the Borrower as such, either directly or through the Borrower, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this 2012 Note. All amounts payable hereunder are payable without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall not be in Columbus, Indiana, on a Business Day, then such payment shall be made on the next preceding Business Day with the same force and effect as if made on the date of payment hereunder.

All terms used in this 2012 Note which are defined in the Loan Agreement shall have the meanings assigned to them in the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this 2012 Note to be duly executed and attested by its duly authorized officers or representatives.

Dated as of _____, 2012.

FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC.

By _____

_____

ATTEST:

By _____

_____

ENDORSEMENT

Pay, without recourse, to the order of First Financial Bank, N.A., acting in its capacity as Trustee under the Trust Indenture dated as of October 1, 1997, as amended by a First Supplemental Indenture, dated as of _____ 1, 2012, from the undersigned.

CITY OF COLUMBUS, INDIANA

By _____
Kristen Brown, Mayor

(SEAL)

Attest:

_____
Luann Welmer, Clerk-Treasurer

2161407v1

$_____
CITY OF COLUMBUS, INDIANA
ECONOMIC DEVELOPMENT REFUNDING REVENUE BONDS, SERIES 2012
(Foundation for Youth of Bartholomew County, Inc. Project)

BOND PURCHASE AGREEMENT

_____, 2012

The Members of the Common Council
City Hall
123 Washington Street
City of Columbus, Indiana

Ladies and Gentlemen:

The undersigned, _____ (the "Purchaser"), offers to enter into the following agreement with City of Columbus, Indiana (the "Issuer") and Foundation for Youth of Bartholomew County, Inc. (the "Borrower") which, upon acceptance by the Issuer, will be binding upon it and the Purchaser. This offer is made subject to the Issuer's written acceptance hereof on or before 5:00 P.M., Eastern Standard time, on _____, 2012, or such other time on such date as may be agreed upon by the Purchaser and the Issuer, and, if not so accepted, will be subject to withdrawal by the Purchaser upon notice delivered by the Purchaser to the Issuer at any time prior to the acceptance hereof by the Issuer.

Certain terms used in this Bond Purchase Agreement are defined by provisions in the Indenture (as hereinafter defined) to which reference is made. This Bond Purchase Agreement is hereinafter referred to as the "Agreement."

1. Purchase and Sale. Subject to the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, all but not less than all of the $_____ aggregate principal amount of City of Columbus, Indiana Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project) (the "Bonds"). The Bonds will be dated _____, 2012. The purchase price for the Bonds will be $_____ (representing the principal amount of the Bonds). The Bonds will be issued under and secured by a Trust Indenture dated as of October 1, 1997, as amended by a First Supplemental Indenture dated as of _____ 1, 2012 (collectively, the "Indenture"), between the Issuer and First Financial Bank, National Association, as Trustee (the "Trustee"). The Bonds are more fully described in the Indenture.

2. Offering. The Purchaser agrees that it is purchasing the Bonds for its own account and not for resale, and that it is the current intention of the Purchaser to hold the Bonds to maturity. The Purchaser further agrees that it has had the opportunity to fully investigate the nature and risk of the investment represented by the Bonds, has been provided by Borrower with

such information as it requires to make an informed investment decision and has negotiated the terms of the purchase of the Bonds, and the security therefore, with the Borrower, in arms-length negotiations.

3. Representations, Warranties and Agreements. (a) The Issuer hereby represents, warrants and agrees as follows:

(i) The Issuer is a municipal corporation and political subdivision of the State of Indiana (the "State") for the public purposes set forth in the provisions of Indiana Code 36-7-11.9 and 12, as amended from time to time (the "Act");

(ii) The Act has been validly adopted and is in full force and effect as of the date of this Agreement and will be in full force and effect as of the Closing Date, as defined in Section 5 of this Agreement. In accordance with the Act, (i) the Issuer has full legal right, power and authority to (A) enter into, execute and deliver this Agreement, the Indenture, the Loan Agreement (as hereinafter defined) and the Escrow and Defeasance Agreement, dated as of _____ 1, 2012, between the Issuer and First Financial Bank, National Association, as escrow trustee (the "Escrow Agreement"), (B) to sell, issue and deliver the Bonds to the Purchaser as provided herein, and (C) to carry out and consummate the transactions contemplated by this Agreement, the Indenture, the Loan Agreement and the Escrow Agreement; (ii) the Issuer has complied with, and will at the Closing be in compliance in all respects with, the terms of the Act and with the obligations in connection with the issuance of the Bonds on its part contained in the Indenture, the Bonds, this Agreement, the Loan Agreement and the Escrow Agreement;

(iii) By all necessary official action, the Issuer has duly authorized the sale, execution and delivery of the Bonds, the execution and delivery of the Indenture, the Loan Agreement, and the Escrow Agreement, and the execution, delivery and performance by the Issuer of its obligations contained in the Bonds, the Indenture, the Escrow Agreement, the Loan Agreement and this Agreement and the consummation by it of all other transactions contemplated by this Agreement in connection with the issuance of the Bonds;

(iv) The Indenture, the First Supplemental Loan Agreement dated as of _____ 1, 2012, between the Borrower and the Issuer, which supplements and amends the Loan Agreement dated as of October 1, 1997, between the Borrower and the Issuer (collectively, the "Loan Agreement"), the Escrow Agreement and this Agreement constitute the legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and to general principles of equity in appropriate cases and subject to the valid exercise of constitutional powers of the United States of America and the State of Indiana;

(v) The Bonds, when issued, authenticated and delivered to the Purchaser in accordance with the Indenture and this Agreement, will constitute legal, valid and binding special obligations of the Issuer, in conformity with and entitled to the benefit and security of the Indenture;

(vi) Any and all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over any matter which is required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with the issuance of the Bonds under this Agreement and the Indenture necessary to be obtained by the Issuer will be obtained prior to the Closing Date;

(vii) Between the date of this Agreement and the Closing Date, there will not be any adverse change of a material nature in the financial position, results of operations or conditions, financial or otherwise, of the Issuer other than in the ordinary course of its business;

(viii) There is no action, suit, proceeding, inquiry or investigation of any nature at law or in equity, before or by any court, governmental agency, public board or body pending or, to the knowledge of the Issuer, threatened, against the Issuer, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds or the performance of any of the covenants contained in this Agreement or the Indenture or in any way questioning or affecting (A) the transactions contemplated by this Agreement, the Indenture, the Loan Agreement or the Escrow Agreement, (B) the right or authority of the Issuer to pay the Bonds, including any applicable premiums, or to pledge or grant a security interest in the trust estate under the Indenture or to carry out the terms and provisions of this Agreement, the Loan Agreement, the Escrow Agreement and the Indenture, (C) the validity of the Bonds or any provision made for the payment of principal of, premium, if any, or interest on the Bonds or the power of the Issuer to perform its obligations under this Agreement, the Loan Agreement, the Escrow Agreement and the Indenture. To the knowledge of the Issuer; neither the corporate existence of the Issuer nor the right of the members of the Common Council of the Issuer to their offices nor the titles of the officers of the Issuer to their respective offices are being contested, and no authority or proceeding for the issuance of the Bonds has been repealed, revoked or rescinded;

(xi) Except for the liens created equally and ratably under the Indenture in connection with the issuance of the Bonds, there will be no such lien on any of the property pledged to the Bonds under the Granting Clauses provided in the Indenture on the Closing Date;

(x) Any certificate signed by any officer of the Issuer and delivered to the Purchaser will be deemed to be a representation by the Issuer to the Purchaser as to the truth of the statements contained in such certificate.

(b) The Purchaser hereby represents and warrants that it has relied solely upon representations made and information provided to it by Borrower in arriving at its decision to purchase the Bonds, and, except for the representations and warranties set forth in subsection (a) of this Agreement, has not requested any information nor received any warranties from the Issuer, and has not relied on any information, except as aforesaid, provided by the Issuer.

(c) Borrower hereby represents that it has cooperated fully with the Purchaser in providing all information requested by Purchaser, and that it has, in providing such information to the Purchaser, at the time such information was provided and as of the date hereof, made no untrue statement of a material fact nor omitted to state a material fact which, taken in the context in which such information was provided, causes any information provided by Borrower to Purchaser to be materially misleading.

4. Closing. The Bonds shall be delivered to the Purchaser in _____, Indiana, on or before _____, 2012, or such other date as may be agreed upon by the Issuer and the Purchaser (the "Closing Date"), at which time the Purchaser, subject to the terms and conditions of this Agreement, will pay the full purchase price of the Bonds in Federal or same day funds. All of the Bonds shall be registered in the name of, and held by the Purchaser. If the Purchaser shall so request, the Issuer shall make the Bonds available to the Purchaser at least one business day before the Closing for purposes of inspection.

5. Closing Conditions. The Purchaser has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Borrower and the Issuer of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Purchaser's obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Borrower and the Issuer of their respective obligations and agreements to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

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

(b) At the time of the Closing, the Indenture, as approved by the Issuer, shall have been executed and delivered by the Issuer and the Trustee, the Loan Agreement shall have been duly executed and delivered by the Issuer and

the Borrower, and the Escrow Agreement shall have been duly executed and delivered by the Issuer and the Escrow Trustee and shall not have been supplemented or amended, except in any such case as may have been agreed to by the Purchaser;

(c) At the time of the Closing, this Agreement, the Bonds, the Loan Agreement, the Escrow Agreement and the Indenture shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material respect;

(d) There shall have been adopted and be in full force and effect such ordinances of the Issuer authorizing the transactions contemplated by this Agreement as may reasonably be required by Bose McKinney & Evans LLP, Bond Counsel ("Bond Counsel"), and the Issuer shall have delivered certified copies of all such resolutions and any other documents relating to its good standing as may be required by Bond Counsel;

(e) At or prior to the time of Closing, the Purchaser shall have received copies of each of the following documents in such number as shall be requested and in form and substance satisfactory to the Purchaser:

(i) The Indenture, fully executed by the Issuer and the Trustee and certified by the Mayor of the Issuer and attested by the Issuer's Clerk-Treasurer as having been duly authorized for execution and delivery by the Issuer and as being in effect, with such supplements or amendments as may have been agreed to by the Purchaser;

(iii) an Opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Purchaser in substantially the form attached hereto and incorporated herein as Exhibit A;

(iv) An opinion of General Counsel to the Issuer, dated the Closing Date, addressed to the Purchaser and the Issuer, to the effect that (A) the Issuer is a duly organized and validly existing municipal corporation with the right and power to execute and deliver and to perform its obligations under the Indenture, the Loan Agreement, the Escrow Agreement, the Agreement and the Bonds; (B) the Indenture, the Loan Agreement, the Escrow Agreement, the Agreement and performance by the Issuer of its obligations thereunder have been duly authorized, and such documents have been duly executed and delivered by the Issuer and constitute the legal, valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with their respective terms; (C) the

Bonds have been duly authorized, executed and delivered by the Issuer, and are valid and binding limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms; (D) the execution and delivery of the Indenture, the Loan Agreement, this Agreement, the Escrow Agreement and the Bonds and compliance with the provisions of each thereof will not conflict with or constitute on the part of the Issuer a default under, any existing constitutional provisions, law, administrative regulation, or, to the best of such Counsel's knowledge, any judgment, decree or order of any court, agreement or other instrument to which the Issuer is a party; (E) to the best of the knowledge of such Counsel and solely in reliance upon representations of officers of the Issuer, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, pending or threatened against the Issuer, wherein an unfavorable decision, ruling or finding would in any material respect adversely affect the enforcement of the Indenture, the Bonds, the Loan Agreement, the Escrow Agreement or this Agreement; (F) all actions of the Common Council of the Issuer referred to in the transcript of which the opinion is a part were taken at meetings open to the general public notice of which complied in all respects with Indiana Code 5-14-1.5; no such actions were taken by secret ballot or by reference to agenda number or item number only; if an agenda was used, it was available to the general public and posted at the entrance to the meeting room prior to the meeting of the Common Council of the Issuer; and none of the proceedings had or actions taken by the Issuer with respect to the above-mentioned documents has been repealed, rescinded or revoked; (G) all resolutions, ordinances and actions of the Issuer relating to the above-mentioned documents and all related proceedings comply with all rules and regulations of the Issuer and all approvals or other actions required to be obtained or taken by the Issuer under the Act have been obtained or taken as required; and (I) the execution and delivery of the Indenture will not conflict with or constitute on the part of the Issuer a breach of, or default under, any other indentures or other agreements entered into by the Issuer; provided, that with respect to the enforceability of any document or instrument referred to or described in such opinion, such opinion may be subject to the qualifications that: (1) the enforceability of such document or instrument may be limited by Indiana or federal bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally; (2) the enforcement of equitable rights and remedies provided in such instruments may be subject to judicial discretion and may be

limited by general principles of equity regardless of whether such enforcement is considered in a proceeding at law or in equity; (3) the enforceability of such document or instrument may be limited by public policy and by the valid exercise of constitutional powers of the United States of America or the State of Indiana; and (4) certain remedial and waiver provisions of such document or instrument may be unenforceable, provided, however, in such Counsel's opinion, the unenforceability of these provisions would not affect the validity of such document or instrument or prevent the practical realization of the benefits thereunder;

(v) A Tax Compliance Certificate, dated the Closing Date and executed by the Borrower, setting forth the expectations, on the basis of facts, estimates and circumstances described therein as of the Closing Date, regarding the amount and use of the proceeds of the Bonds, and otherwise satisfying the requirements of the regulations promulgated, proposed under or pertaining to the Internal Revenue Code of 1986, as amended (the "Code");

(vi) A certificate dated the Closing Date and signed by an authorized officer of the Issuer to the effect that (A) each of the representations, warranties and agreements of the Issuer set forth in Section 4 hereof and in the Indenture shall be accurate as if made on and as of the Closing Date, (B) all of the conditions and agreements required in this Agreement to be satisfied or performed by the Issuer at or prior to the Closing Date shall have been satisfied or performed in the manner and with the effect contemplated herein, and (C) as of the Closing Date no Event of Default under the Indenture has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute such an Event of Default;

(vii) With respect to the Borrower, a certificate or certificates of an authorized officer or the financial advisor of the Borrower to the effect that all information provided and statements made by the Borrower to the Purchaser, as of the date of the sale of the Bonds and as of the date of delivery of the Bonds, did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(viii) Such additional legal opinions, certificates, instruments and other documents as the Purchaser or Bond Counsel may reasonably request to provide evidence of compliance by the Issuer with legal requirements, the truth and accuracy, as of the date hereof and as of the Closing Date, of the Issuer's representations, warranties and agreements contained herein, and the due performance or satisfaction by the Issuer on or prior to Closing Date of all the agreements then to be performed and conditions then to be satisfied by the Issuer.

6. Expenses. The Borrower shall pay all costs and expenses incident to the performance of the Issuer's obligations under this Agreement, including all expenses incident to the delivery of the Bonds to the Purchaser, the fees and expenses of Bond Counsel, of counsel for the Issuer, the costs and expenses incident to the preparing and printing of this Agreement, the Indenture.

7. Indemnification. The Borrower agrees to indemnify and hold harmless the Issuer, its employees, officers and agents against any and all losses, claims, damages, liabilities and expenses, as incurred, (a) arising out of any untrue statement or alleged untrue statement of a material fact contained in the information provided to the Purchaser in connection with its decision to purchase the Bonds, or the omission or alleged omission therefrom of a material fact necessary to make such information, in light of the circumstances under which it was provided, not misleading, and (b) arising out of any event of default under the Indenture or the Loan Agreement, or with respect, in any manner, to the Bonds. In case any such claim shall be made or action brought against the Issuer in respect of which indemnity may be sought against the Borrower, the Issuer shall promptly notify the Borrower in writing setting forth the particulars of such claim or action. The Issuer shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be at the expense of the Borrower.

8. Survival of Representations and Agreements. All representations, warranties and agreements of the Issuer and Borrower shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Purchaser or any person who controls the Purchaser, and shall survive delivery of the Bonds to the Purchaser.

9. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer's address set forth above, any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to _____, and any notice to the Borrower may be given by delivering the same in writing to Foundation for Youth of Bartholomew County, Inc., _____.

10. Parties in Interest. This Agreement is made solely for the benefit of the Issuer and the Purchaser (including the successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

_____

By _____
Authorized Officer

2161730v1

[Issuer's Bond Purchase Agreement Signature Page]

Accepted:

This _____ day of _____, 2012

CITY OF COLUMBUS, INDIANA

By: _____
Kristen Brown, Mayor
City of Columbus, Indiana

ATTEST:

_____
Luann Welmer, Clerk-Treasurer
City of Columbus, Indiana

2161730v1

[Borrower's Bond Purchase Agreement Signature Page]

Agreed to the ___ day of _____, 2012

FOUNDATION FOR YOUTH OF
BARTHOLOMEW COUNTY, INC.

By_____

Its_____

2161730v1

ESCROW AGREEMENT

BETWEEN

THE

CITY OF COLUMBUS, INDIANA

AND

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION

As Escrow Agent and 1997 Trustee

ECONOMIC DEVELOPMENT REFUNDING REVENUE BONDS, SERIES 2012
(FOUNDATION FOR YOUTH OF BARTHOLOMEW COUNTY, INC. PROJECT)

Dated _____ 1, 2012

ESCROW AGREEMENT

This agreement (the "Escrow Agreement") made and entered into as of _____ 1, 2012, by and between the City of Columbus, Indiana (the "Issuer"), a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Indiana and First Financial Bank, National Association (the "Escrow Agent"), a national banking association organized under the laws of the United States of America, having a corporate trust office in Columbus, Indiana, as Escrow Agent under this Escrow Agreement with the Issuer and as Trustee under the Original Indenture (as hereinafter defined) (the "1997 Trustee").

WITNESSETH

WHEREAS, Indiana Code, Title 5, Article 1, Chapter 5 (the "Act"), has been enacted by the legislature of the State of Indiana; and

WHEREAS, the Act declares that the refunding of bonds to effect a savings for the Issuer or to relieve the Issuer of restrictive covenants which impede additional financings and the issuance of refunding bonds to accomplish the refunding constitute a public purpose; and

WHEREAS, the Act provides that the proceeds of the refunding bonds may be secured by a trust agreement between the Issuer and a corporate trustee; and

WHEREAS, the execution and delivery of this Escrow Agreement has been in all respects duly and validly authorized by ordinance duly passed and approved by the Issuer on _____, 2012; and

WHEREAS, the Issuer has heretofore issued, pursuant to a Trust Indenture dated October 1, 1997, by and between the Issuer and First Financial Bank, National Association, as successor to Irwin Union Bank and Trust Company, as Trustee (the "Original Indenture"), its Economic Development Revenue Bonds, Series 1997 (Girls Club/Boys Club Foundation for Youth of Columbus, Inc. Project), dated October 15, 1997, in the total amount of $3,900,000, of which $1,940,000 in principal amount is now outstanding (the "Refunded Bonds"); and

WHEREAS, the Issuer has concurrently with the execution and delivery of this Escrow Agreement, executed, issued and delivered pursuant to the Original Indenture, as amended and supplemented by a First Supplemental Indenture dated _____ 1, 2012 (together with the Original Indenture, the "Indenture"), its Economic Development Refunding Revenue Bonds, Series 2012 (Foundation for Youth of Bartholomew County, Inc. Project) (the "2012 Bonds") in the principal amount of $_____, and the Issuer has deposited with the Escrow Agent (a) certain hereinafter described securities or evidences thereof in the amount of $_____ (the "Government Obligations") purchased from proceeds of the 2012 Bonds in the amount of $_____ and funds on hand in the amount of $_____ and (b) cash in the amount of $___ funded from proceeds of the 2012 Bonds (the "Cash Requirement"), in a total amount sufficient to pay the Refunded Bonds from the date of delivery of the 2012 Bonds to _____, 2012, the earliest redemption date of the Refunded Bonds, with accrued interest to such date;

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in order to secure the payment of the principal of and interest on the Refunded Bonds according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Refunded Bonds and 2012 Bonds, and for and in consideration of the mutual covenants herein contained, and of the acceptance by the Escrow Agent of the trust hereby created, the Issuer has executed and delivered this Escrow Agreement.

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

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Refunded Bonds and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Escrow Agreement, and for the equal and ratable benefit and security of all and singular the owners of all Refunded Bonds without preference, priority or distinction as to lien or otherwise of any one Refunded Bond or as between principal and interest; and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Refunded Bonds are to be paid, and a portion of the proceeds of the 2012 Bonds invested, and the trusts and conditions upon which the pledged Government Obligations and Cash Requirement are to be held and disbursed, are as follows:

1. The Escrow Agent acknowledges receipt from the Issuer of the Government Obligations, as set forth in Exhibit A attached hereto, together with the Cash Requirement, to be applied on the principal of and interest on the Refunded Bonds in accordance with the schedule set forth in Exhibit B attached hereto. The Government Obligations have been deposited with the Escrow Agent and will bear interest at such rates and will mature at such times and in such amounts so that, when paid according to their respective terms, together with the Cash Requirement, sufficient moneys will be available for the payment of principal of and interest on the Refunded Bonds until _____, 2012, the earliest date upon which the Refunded Bonds may be called for redemption, and the cost of redeeming the Refunded Bonds at a redemption price of 100% of principal amount.

2. (a) A Trust Account is created hereby for the Refunded Bonds (the "Trust Account"). For purposes of securing payment for the Refunded Bonds, the Government Obligations and the Cash Requirement set forth on Exhibit A will be held in trust by the Escrow Agent in the Trust Account and such Government Obligations on deposit with the Escrow Agent, including interest to be earned thereon, together with the Cash Requirement, are pledged solely and irrevocably for the benefit of the owners of the Refunded Bonds. Pursuant to this Section, the Issuer irrevocably instructs the Escrow Agent to duly call the Refunded Bonds for redemption on _____, 2012, and the Escrow Agent hereby agrees to follow this instruction.

(b) The Escrow Agent and the Issuer agree to redeem on _____, 2012, all outstanding Refunded Bonds due on January 15, 2013 and thereafter. The Escrow Agent shall complete the notice attached as Exhibit C and mail the notice to all registered owners of the Refunded Bonds at least thirty (30) but not more than sixty (60) days prior to _____, 2012, substantially in the form attached to this Escrow Agreement as Exhibit C. The Escrow Agent serves as the paying agent for the Refunded Bonds and shall effectuate timely payments under this Escrow Agreement.

(c) Any balance remaining in the Trust Account after payment of all the Refunded Bonds shall be deposited with the Issuer and used by the Issuer to pay debt service on the 2012 Bonds.

(d) The mathematical calculations of the adequacy of the Trust Account to fully provide for all payments enumerated in this Escrow Agreement will be computed at the time of delivery of the 2012 Bonds by Reedy Financial Group, PC (the "Verification Report").

3. The Issuer covenants that the proceeds from the sale of 2012 Bonds, any moneys attributable to the proceeds of the 2012 Bonds or the Refunded Bonds, amounts received from the investment of the proceeds of the 2012 Bonds, any other amounts treated as proceeds of the 2012 Bonds under the applicable provisions of the Internal Revenue Code of 1986 as existing on the date of the issuance of the 2012 Bonds (the "Code"), to the extent applicable to the 2012 Bonds or held in funds or accounts under the Indenture, shall not be invested or otherwise used in a manner which would cause the 2012 Bonds to be "arbitrage bonds" within the meaning of the Code and the regulations and rulings promulgated thereunder.

4. The Escrow Agent hereby accepts the trusts imposed upon it by this Escrow Agreement and agrees to perform these trusts as a corporate trustee ordinarily would perform such trusts under a corporate indenture. The Escrow Agent 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 advice of counsel concerning all compensation to all such attorneys, certified public accountants, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Escrow Agent may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer). The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

The Escrow Agent shall be entitled to payment and/or reimbursement in accordance with the schedule attached hereto as Exhibit D in connection with services under this Escrow Agreement including costs incurred under the preceding paragraph. Such fees shall not constitute a lien against the Trust Account. If, after the Refunded Bonds are paid, there are insufficient funds to pay such fees, the Issuer is responsible for the payment of such Escrow Agent fees and paying agent fees.

5. The Escrow Agent shall have the power to sell, transfer, request the redemption or otherwise dispose of some or all of the Government Obligations in the Trust Account and to substitute other Government Obligations of equal or greater security identified in the Verification Report therefor provided that the Escrow Agent shall receive (i) the unqualified opinion of nationally recognized municipal bond attorneys prior to any such actions to the effect that such disposition and substitution would not cause any of the Refunded Bonds or the 2012 Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code, or any other regulations and rulings to the extent applicable to the Refunded Bonds of the 2012 Bonds; and (ii) the unqualified opinion of a certified public accountant or a firm of certified public accountants to the effect that such disposition and substitution shall not reduce the sufficiency and adequacy of the Trust Account to fully provide for all payments enumerated in this Escrow Agreement.

6. This Escrow Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the Issuer, provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement, in their sole judgment and discretion, as shall not materially adversely affect the rights of such holders, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers, security or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and (iii) to include under this Escrow Agreement additional funds, securities or properties.

7. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

8. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

9. This Escrow Agreement shall be construed and enforced under the laws of the State of Indiana, without regard to conflict of law principles.

10. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Escrow Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Escrow Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized to remain closed, with the same force and effect as if

done on the nominal date provided in this Escrow Agreement, and no interest shall accrue for the period after such nominal date.

11. This Escrow Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the Issuer.

Signature Page to Escrow Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed for and on their behalf the day and year first hereinabove written.

CITY OF COLUMBUS, INDIANA

_____

Kristen Brown, Mayor

ATTEST:

_____

Luann Welmer, Clerk-Treasurer

Signature Page to Escrow Agreement

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, Escrow Agent and 1997 Trustee

By: _____

Printed: _____

Title: _____

Attest:

By: _____

2168800v1

EXHIBIT A

Attached to and made a part of the
Escrow Agreement executed by the
City of Columbus, Indiana and
First Financial Bank, National Association, as Escrow Agent and 1997 Trustee
Dated _____ 1, 2012

SCHEDULE OF GOVERNMENT OBLIGATIONS

Type	Maturity Date	Amount	Coupon Rate

Cash in the amount of $___

EXHIBIT B

PAYMENT OF PRINCIPAL AND INTEREST
ON REFUNDED BONDS

Date	Principal	Interest	Redemption Premium	Total Payment
__/__/12	$1,940,000	$_____	$0.00	$

EXHIBIT C

NOTICE OF REDEMPTION TO THE HOLDERS OF THE CITY OF COLUMBUS, INDIANA ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 1997 (GIRLS CLUB/BOYS CLUB FOUNDATION FOR YOUTH OF COLUMBUS, INC. PROJECT)

NOTICE IS HEREBY GIVEN to the registered owners of the One Million Nine Hundred Forty Thousand Dollars ($1,940,000) in aggregate principal amount of Economic Development Revenue Bonds, Series 1997 (Girls Club/Boys Club Foundation For Youth of Bartholomew County, Inc. Project), of the City of Columbus, Indiana, dated October 15, 1997, and maturing annually on January 15, 2013 through January 15, 2018, inclusive (the "1997 Bonds"), that the 1997 Bonds will be redeemed on _____, 2012, at the price of one hundred percent (100%) of the par amount thereof (the "Redemption Price"), plus accrued and unpaid interest to _____, 2012.

Payment of the Redemption Price of and accrued interest on the 1997 Bonds will be made upon presentation and surrender of the 1997 Bonds at the corporate trust operations office of First Financial Bank, National Association.

The 1997 Bonds will cease to bear interest on January 15, 2013, whether or not presented for payment on that date.

1997 Bonds (CUSIP #_____)

Serial Bonds

[INSERT SCHEDULE OF BONDS TO BE REDEEMED]

Dated this __ day of _____, 2012.

FIRST FINANCIAL BANK,
NATIONAL ASSOCIATION

Mail by first class mail to registered owners of the 1997 Bonds at least thirty (30) days but not more than sixty (60) days prior to _____, 2012.

EXHIBIT D

ESCROW AGENT FEES

ORDINANCE NO._____, 2012

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, TO AMEND CHAPTER 8.32 OF THE COLUMBUS CITY CODE, WEEDS

WHEREAS, Indiana Code 36-1-3 *et. seq.* confers upon units of government within the State of Indiana such powers as necessary or desirable to conduct the affairs of local government; and

WHEREAS, Indiana Code 36-4-6-18 authorizes the Common Council of the City of Columbus, Indiana to pass such ordinances, orders, resolutions and motions as may be necessary and proper for the governmental unit to fulfill and satisfy the responsibilities and duties of said governmental unit; and

WHEREAS, the City of Columbus previously enacted a weed ordinance under Chapter 8.32 of the Columbus Municipal Code, pursuant to the authority and requirements under Indiana Code 36-7-10.1-3, authorizing the City to cut and remove weeds, rank vegetation and unkempt lawn grass after providing notice; and

WHEREAS, a recent amendment to Indiana Code 36-7-10.1-3, which takes effect July 1, 2012, includes a procedure for issuing a continuous abatement notice to the real property owner for subsequent violations during the same year an initial notice is provided; and

WHEREAS, it is the desire of the Common Council to bring the City of Columbus Municipal Code pertaining to Weeds, and the procedure for obtaining a continuous abatement notice against a real property owner, up to date and in compliance with the newly enacted Indiana Code provisions.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, AS FOLLOWS:

Section I. Chapter 8, Article 32, Sections 8.32.010 through 8.32.040, of the Columbus City Code, is hereby amended to read as follows:

Chapter 8.32
REMOVAL OF WEEDS AND RANK VEGETATION

8.32.005	Definitions.
8.32.010	Public Nuisance Declared.
8.32.020	Owners of Real Property to Cut and Remove.
8.32.030	Notice of Violation; Continuous Abatement Notice; Appeal of Notice.
8.32.040	Procedure for Abatement after Notice – Recovery of Cost from Owner - Appeal.

8.32.005 Definitions.

"Department" refers to the City Garage Department, which shall have the responsibility of administering this chapter at the direction of the Board of Public Works and Safety.

"Owner" refers to the property owner, or at least one of the owners of real property with multiple owners, as found in the current records of the Bartholomew County Recorder's office or on the Bartholomew County's eGIS (Geographical Information System) website.

"Owner's address" refers to the most recent mailing address of the real property listed on the tax bill under "Owner's Address." This current information is available through the Bartholomew County Auditor's Office as well as listed on the Bartholomew County's eGIS website.

"Rank vegetation" refers to any plant growth which, when left uncut, produces an excessive growth. Such plant growth includes unkempt lawn grass exceeding 12 inches.

"Weeds" refers to any growth of undesirable or troublesome vegetation, including but not limited to those noxious weeds listed under Indiana Code 15-16-7-2. Weeds do not refer to trees, bushes, shrubs, ornamental plants, or agricultural plants cultivated in an orderly manner for the purpose of producing food or other agricultural products.

Pursuant to IC 36-7-10.1-3, "weeds" and "rank vegetation" do not include agricultural crops, such as hay and pasture.

8.32.010 Public Nuisance Declared.

Weeds and/or rank vegetation growing on real property within the city are declared a public nuisance when allowed to grow to heights in excess of twelve inches.

8.32.020 Owners of Real Property to Cut and Remove.

An owner of real property within the city is required to maintain all vegetation on such real property to the above specifications by cutting and removing all weeds and/or rank vegetation from the property.

8.32.030 Notice of Violation; Continuous Abatement Notice; Appeal of Notice

(A) Notice to Owner. For any property found to be in violation of this chapter, the Department may issue a written notice to remove weeds and/or rank vegetation to an owner notifying an owner of the violation and giving an owner five (5) calendar days to abate the violation. If the violation is corrected within five (5) days, no further action will be taken and no penalty imposed. Notice will be served in a manner required in subsection (C).

(B) Continuous Abatement Notice. A continuous abatement notice shall also be sent along with the notice to an owner set forth in subsection (A). The continuous abatement notice serves as notice to the owner that each subsequent violation during the same year for which the initial notice of violation is provided, may be abated by the city or its contractors, without further notice sent in a manner required in subsection (C). Before abating the violation under the continuous abatement notice, the Department shall obtain approval from the Board of Public Works and Safety to cut and remove any weeds and/or rank vegetation.

(C) Manner of Service. The notice to remove weeds and rank vegetation which shall include the continuous abatement notice, shall be in writing and shall be served upon an owner in one of the following manners:

(1) Certified mail, return receipt requested, sent to the owner's address, or

(2) Registered mail sent to the owner's address; or

(3) If Personal service upon the owner by a law enforcement officer of the city can be obtained with proof of service, the manner of service under Subsection (1) or (2) is satisfied.

In addition to the manner of service set forth in subsection (C)(1) or (C)(2), the Department shall also serve the same notice at the same time, following one of the methods required under Indiana Code 1-1-7-1(b).

(D) Appeal of Notice. If an owner desires to appeal the notice requiring the owner to abate weeds and/or rank vegetation on the owner's property, an owner must notify both the City Garage Department and the City of Columbus Board of Public Works and Safety of the desire to appeal, by written letter, no later than close of business on the fifth day after receiving service of notice pursuant to subsection (C). Upon receipt of the written letter, the Board of Public Works and Safety will hear an owner's appeal at the next scheduled Board of Public Works and Safety meeting. If an owner does not appear at the scheduled weekly meeting, the appeal will be denied.

8.32.040 Procedure for Abatement after Notice – Recovery of Cost from Owner - Appeal.

(A) Procedure. If an owner shall fail to correct the violation within five (5) days after receiving the first notice under 8.32.030, and no appeal letter from an owner is received, the Board of Public Works and Safety may proceed to direct the Department to correct the violation by causing any weeds and/or rank vegetation to be cut and removed from the real property of an owner. Thereafter, pursuant to the continuous abatement notice sent along with original notice, any subsequent violation during the same year the continuous abatement was served, shall be corrected by the Department upon direction by the Board of Public Works and Safety.

(B) Recovery of cost of abatement. The clerk-treasurer shall make a certified statement of the cost incurred by the city to abate the violation, which shall include any administration, notice and removal costs. The statement shall be delivered to an owner of the real property in a manner consistent with service of notice under 8.32.030(C). Payment for the costs shall be made to the clerk-treasurer within ten (10) days of delivery of the statement.

If an owner fails to pay costs or file a written notice of appeal within ten (10) days after service of notice, a certified copy of the statement of costs shall be filed in the office of the Bartholomew County Auditor and recorded in the Bartholomew County Recorder's office. The county auditor shall place the amount claimed on the tax duplicate against an owner or occupant of the property. The cost shall be a lien thereon and the amount shall be collected at the same time and in the same manner as taxes due are collected and said cost amount shall be disbursed to the clerk-treasurer who shall deposit the funds in the account from which the funds were expended.

(C) Appeal of costs. If an owner desires to appeal the statement of costs, an owner must notify both the City Garage Department and the City of Columbus Board of Public Works and Safety of the desire to appeal, by written letter, no later than close of business on the tenth day after service of notice of the statement of costs pursuant to subsection 8.32.030(C). Upon receipt of the written letter, the Board of Public Works and Safety will hear an owner's appeal at the next scheduled Board of Public Works and Safety meeting. If an owner does not appear at the scheduled meeting, the appeal will be denied.

Section II. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed.

Section III. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, on this the _____ day of July, 2012, by a vote of _____ayes and _____ nays.

_____

Kristen Brown, Mayor
Presiding Officer of the Common Council

ATTEST:

_____

Clerk of the Common Council of Columbus, Indiana
Luann Welmer

Presented by me to the Mayor of Columbus, Indiana, this _____ day of _____, 2012 at _____ o'clock ___.m.

_____

Luann Welmer
Clerk-Treasurer

Approved and signed by me this _____ day of _____, 2012 at _____ o'clock ___.m.

_____

Kristen Brown
Mayor of the City of Columbus, Indiana