

ORDINANCE NO. 2023-11 *As Amended*

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF HOBART, INDIANA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION NOTES IN ONE OR MORE SERIES TO EVIDENCE A LOAN OR LOANS FROM THE STATE OF INDIANA FROM THE COUNTER-CYCLICAL REVENUE AND ECONOMIC STABILIZATION FUND PURSUANT TO INDIANA CODE 6-1.1-22.1 FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO REFUNDING CERTAIN BONDS OF THE CITY AND THE CITY OF HOBART REDEVELOPMENT DISTRICT AND OFFSETTING PROPERTY TAX REVENUE SHORTFALLS INCURRED AND TO BE INCURRED BY THE CITY

WHEREAS, the City of Hobart, Indiana (the “City”), is a governmental unit and political subdivision of the State of Indiana (the “State”); and

WHEREAS, the City has previously issued its General Obligation Bonds, Series 2022 (Taxable), in the aggregate principal amount of Five Million Eight Hundred Fifteen Thousand Dollars (\$5,815,000) (the “City Bonds”) for the purpose of financing the costs of reimbursing certain capital expenditures for land acquisition, construction improvements in the City, the purchase of public works and public safety equipment and costs incurred in connection with the issuance of the City Bonds, which City Bonds were purchased by the Indiana Bond Bank (the “Bond Bank”); and

WHEREAS, the City, acting for and on behalf of the Redevelopment District of the City (the “District”), has previously issued City of Hobart, Indiana, Redevelopment District Special Taxing District Bonds, Series 2022 (Taxable) in the aggregate principal amount of Five Million Eight Hundred Fifteen Thousand Dollars (\$5,815,000) (the “Redevelopment District Bonds” and the City Bonds, the “Outstanding Bonds”) for the purpose of financing the costs of reimbursing the Commission for expenses incurred by the City of Hobart Redevelopment Commission (the “Commission”) with respect to certain local public improvements located in or serving the 61st Avenue and SR 51 Economic Development Area and the US 30 and 69th Avenue Economic Development Area, and the State Road 130 Industrial Area and Greater Downtown Hobart Redevelopment Area (collectively, the “Areas”), including, but not limited to land acquisition, road and infrastructure improvements, and related utility improvements and reimbursing the City with respect to certain local public improvements that are physically located in or physically connected to any of the Areas, which Redevelopment District Bonds were purchased by the Bond Bank; and

WHEREAS, the City has experienced significant property tax revenue shortfalls as a result of successful appeals relating to the assessed value of Southlake Mall property and expects to experience further property tax revenue shortfalls in the coming years as a result of such appeals; and

WHEREAS, by reimbursing previously incurred expenditures, the proceeds of the Outstanding Bonds provided interim relief to the property tax revenue shortfalls; and

WHEREAS, with the passage of House Enrolled Act 1454, Indiana Code 6-1.1-22.1 (the “Qualifying Taxing Units Loan Act”) has become effective as of July 1, 2023, and provides relief to certain taxing units in Lake County, Indiana, including the City, which have experienced a property tax revenue shortfall in one or more tax years resulting from erroneous assessed valuation figures by authorizing such taxing units, including the City, to apply to the State of Indiana Treasurer (the “State Treasurer”) for a loan or loans from the Cyclical Revenue and Economic Stabilization Fund (collectively, the “Loan”); and

WHEREAS, the Common Council deems it advisable to issue, pursuant to the Qualifying Taxing Units Loan Act, Indiana Code 36-4-6-19 and other applicable provisions of the Indiana Code (collectively, the “Act”), to (a) apply to the State Treasurer for one or more Loans to (i) refund the Outstanding Bonds, (ii) provide funds to offset the property tax revenue shortfalls incurred to date and expected to be incurred by the City (the “Property Tax Shortfalls”), and (iii) if permitted, pay costs incurred with the Loan or the issuance of the Notes (defined herein) and (b) evidence such Loan or Loans by the issuance of its “City of Hobart, Indiana, General Obligation Notes, Series 2023 (Taxable)” (the “Notes”) in one or more series and in an original principal amount not to exceed Seventeen Million Dollars (\$17,000,000) (the “Authorized Amount”); and

WHEREAS, as provided by Section (6)(a) of the Qualifying Taxing Units Loan Act, the original principal amount of the Notes issued to evidence the Loan shall not exceed the remainder of two percent (2.0%) of the true tax value of property in the City as of the date of the Loan minus the amount of any Loans previously received by the City under the Act, together with the amount of any other indebtedness of the City regardless of the nature of the indebtedness, other than items payable out of current expenses; and

WHEREAS, all conditions precedent to the adoption of an ordinance authorizing the issuance of the Notes have been complied with in accordance with the Act;

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Hobart, Indiana, as follows:

SECTION 1. The City is hereby authorized to make a Loan pursuant to the Act for the purpose of refunding the Outstanding Bonds, providing funds to offset the Property Tax Shortfalls and, if permitted, funding the costs incurred in connection with the issuance of the Notes, and, in order to procure the Loan for the purposes described in this Section, the City is hereby authorized and directed to have prepared and to issue and sell the notes in an aggregate principal amount not to exceed Seventeen Million Dollars (\$17,000,000) as herein authorized. The aggregate principal amount of the Notes authorized to be issued hereunder shall not exceed the amount necessary for the purposes described herein. The final aggregate principal amount of the Notes shall be certified by the Clerk-Treasurer of the City (the “Clerk-Treasurer”) in a certificate executed in conjunction with the issuance of the Notes (the “Clerk-Treasurer’s Certificate”). The City covenants that the proceeds of the Notes will not be used for any purpose except as described in this Ordinance.

SECTION 2. In order to procure said loan for such purposes, the City hereby authorizes the issuance of the Notes as described herein. The Clerk-Treasurer is hereby authorized and directed to have prepared and to issue and sell the Notes as negotiable, fully registered Notes of the City in an amount not to exceed the Authorized Amount. The Notes may be issued as draw

notes with draws to be made pursuant to the terms and conditions as may be set forth in the Loan Agreement.

The Notes shall be executed in the name of the City by the manual or facsimile signature of the Mayor of the City (the "Mayor") and attested by the manual or facsimile signature of the Clerk-Treasurer, who shall affix the seal of the City to each of the Notes manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the Notes shall cease to be such officer before the delivery of Notes, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The Notes also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this Ordinance unless and until, authenticated by the manual signature of the Registrar (as defined in Section 4 hereof). Subject to the provisions of this Ordinance regarding the registration of the Notes, the Notes shall be fully negotiable instruments under the laws of the State.

The Notes shall be numbered consecutively from 2023R-1 up, shall be issued in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof, or shall be issued in denominations of One Hundred Thousand Dollars (\$100,000) and integral multiples of One Dollar (\$1) above such amount, as determined by the Clerk-Treasurer and set forth in the Clerk-Treasurer's Certificate. The Notes shall be originally dated as of the date of issuance and, to the extent interest is assessed, the Notes shall bear interest payable semi-annually on each January 15 and July 15 commencing no earlier than July 15, 2024, at a rate or rates not exceeding five percent (5.0%) per annum (the exact rate or rates to be determined by negotiation pursuant to Section 6 of the Ordinance), calculated on the basis of a 360-day year comprised of twelve 30-day months.

The Notes shall mature on the dates and shall be issued in the principal amounts, as applicable, as determined by the Clerk-Treasurer and set forth in the Clerk-Treasurer's Certificate, provided that the original aggregate principal amount does not exceed the Authorized Amount, that the first maturity shall be no earlier than July 15, 2024, and that the final maturity shall be no later than January 15, 2048.

The Notes are as to all the principal thereof, and as to all interest due thereon, general obligations of the City, payable from *ad valorem* property taxes on all taxable property within the City.

All payments of interest on the Notes shall be paid by check or draft mailed one business day prior to the interest payment date, to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the "Record Date") at the addresses as they appear on the registration and transfer books of the City kept for that purpose by the Registrar (the "Registration Record") or at such other address as is provided to the Paying Agent (as defined in Section 4 hereof) in writing by such registered owner. Each registered owner of \$1,000,000 or more in principal amount of Notes shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of the principal of, and premium, if any, on the Notes shall be made upon surrender thereof at the principal office of the Paying Agent in any coin or currency of the United States of America which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of

Notes, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date. Notwithstanding anything herein to the contrary, if the Notes are purchased by the State or the Bond Bank all payments of principal of and interest on the Notes shall be paid on or before the due date by wire transfer or other form of electronic payment in accordance with written wiring instructions provided by the State or the Bond Bank to the Paying Agent (as hereinafter defined) before the Record Date for such payment, or with State or the Bond Bank's written consent, by such other commercially reasonable method of payment, and the State or the Bond Bank shall not be required to surrender or present the Notes for payment of any principal or interest on the Notes, except upon redemption in full or upon final maturity.

Interest on Notes shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such Notes are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

Each Note shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such Note together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered note or notes in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City, except for any tax or governmental charge required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The City, Registrar and Paying Agent may treat and consider the persons in whose name such Notes are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

In the event any Note is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Clerk-Treasurer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of such Note with their reasonable fees and expenses in this connection. Any Note issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the City, whether or not the lost, stolen or destroyed Note shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Note issued hereunder.

SECTION 3. The Mayor and the Clerk-Treasurer may designate maturities of Notes (or portion thereof in authorized denominations) that shall be subject to optional redemption and/or mandatory sinking fund redemption, and the corresponding redemption dates, amounts and prices (including premium, if any). Except as otherwise set forth in this Ordinance, the Mayor and the Clerk-Treasurer are hereby authorized and directed to determine the terms governing any such redemption.

Notice of redemption shall be mailed by first-class mail or by registered or certified mail to the address of each registered owner of a Note to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Notes redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Note shall not affect the validity of any proceedings for the redemption of any other Note. The notice shall specify the date and place of redemption and the redemption price of the Notes called for redemption. The place of redemption may be determined by the Clerk-Treasurer. Interest on the Notes so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Notes shall no longer be protected by this Ordinance and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

If any Note is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Notes maturing as term notes, and corresponding mandatory redemption obligation, in the order determined by the City, any Notes maturing as term notes maturing on the same date which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Note maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Notes to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Notes maturing as term notes to the extent received on or before the date forty-five (45) days preceding the applicable mandatory redemption date.

All Notes which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered notes shall be issued for the unredeemed portion of any Note without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the Notes or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any Note or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this Ordinance with respect to any mutilated, lost, stolen or destroyed note.

SECTION 4. The Clerk-Treasurer is hereby authorized to serve as or, alternatively, is directed to appoint a registrar and paying agent for the Notes (together with any successor, the “Registrar” or “Paying Agent”). The Registrar is hereby charged with the responsibility of authenticating the Notes, and shall keep and maintain the Registration Record at its office. In the event a Registrar and Paying Agent is appointed, the Mayor and the Clerk-Treasurer are hereby authorized to enter into such agreements or understandings with any institution hereafter serving in such capacities as will enable the institution to perform the services required of the Registrar and Paying Agent. The Clerk-Treasurer is authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice by first-class mail to the Clerk-Treasurer and to each registered owner of the Notes then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Clerk-Treasurer. Such notice to the Clerk-Treasurer may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Clerk-Treasurer, in which event the Clerk-Treasurer may appoint a successor Registrar and Paying Agent. The Clerk-Treasurer shall notify each registered owner of the Notes then outstanding by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of the Notes shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the Notes, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

SECTION 5. Form of Notes. The form and tenor of the Notes shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

(FORM OF NOTE)

No. 2023R-___

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF LAKE

CITY OF HOBART, INDIANA

TAXABLE GENERAL OBLIGATION NOTE, SERIES 2023

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Original</u> <u>Date</u>	<u>Authentication</u> <u>Date</u>	<u>CUSIP</u>
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Registered Owner:

Principal Sum:

The City of Hobart, Indiana (the "City"), for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the Registered Owner making payment for the Note (as defined below), or its assigns,] on the Maturity Date set forth above (unless this note is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this note unless this note is authenticated after the first day of the month in which interest is payable (the "Record Date") and on or before such interest payment date in which case interest shall be paid from such interest payment date, or unless this note is authenticated on or before _____, in which case it shall bear interest from the Original Date, which interest is payable semi-annually on January 15 and July 15 of each year, beginning on _____. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this note is payable at the office of the Clerk-Treasurer of the City (the "Registrar" or "Paying Agent"), in the City of Hobart, Indiana. All payments of interest on this note shall be paid by check or draft mailed one business day prior to the interest payment date, to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each registered owner of \$1,000,000 or more in principal amount of notes shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this note shall be made upon surrender thereof at the principal office of the Paying Agent in any coin or currency of the United States of America which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a Registered Owner of \$1,000,000 or more in principal amount of notes, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This note is one of an authorized issue of notes of the City of like original date, tenor and effect, except as to denominations, numbering, interest rates, and dates of maturity, in the total amount of _____ Dollars (\$ _____), numbered from 2023R-1 up, issued for the purpose of providing funds to refinance certain capital expenditures of the City incurred to pay for land acquisition, construction of public improvements in the City and the purchase of public works and public safety equipment, and for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of notes therefor, as authorized by Ordinance No. ___ adopted by the Common Council of the City on the 19th day of July, 2023 (the "Ordinance"), and in strict compliance with Indiana Code 36-4-6-19 and other applicable provisions of the Indiana Code, as amended (collectively, the "Act"), all as more particularly

described in the Ordinance. The owner of this note, by the acceptance hereof, agrees to all the terms and provisions contained in the Ordinance and the Act.

PURSUANT TO THE PROVISIONS OF THE ACT AND THE ORDINANCE, THE PRINCIPAL OF THIS NOTE AND ALL OTHER NOTES OF SAID ISSUE AND THE INTEREST DUE THEREON ARE PAYABLE AS A GENERAL OBLIGATION OF THE CITY, FROM AN AD VALOREM PROPERTY TAX TO BE LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY.

[INSERT REDEMPTION TERMS]

[Notice of such redemption shall be mailed by first-class mail or by registered or certified mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each note to be redeemed as shown on the registration record of the City except to the extent such redemption notice is waived by owners of the note or notes redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any note shall not affect the validity of any proceedings for the redemption of any other notes. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers, if any, of the notes called for redemption. The place of redemption may be determined by the Clerk-Treasurer of the City. Interest on the notes so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such notes shall no longer be protected by the Ordinance and shall not be deemed to be outstanding thereunder.]

This note is subject to defeasance prior to payment as provided in the Ordinance.

If this note shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such note or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the City shall have no further obligation or liability in respect thereto.

This note is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this note together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney duly authorized in writing, and thereupon a new fully registered note or notes in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The City, any registrar and any paying agent for this note may treat and consider the person in whose name this

note is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest, and premium, if any, due hereon.

The notes maturing on any maturity date are issuable only in the denomination of [\$5,000 or any integral multiple thereof/One Hundred Thousand Dollars (\$100,000) and integral multiples of One Dollar (\$1) above such amount], not exceeding the aggregate principal amount of the notes maturing on such date.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this note have been done and performed in regular and due form as provided by law.

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

IN WITNESS WHEREOF, the City of Hobart, State of Indiana, has caused this note to be executed in the name of such City, by the manual or facsimile signature of the Mayor of said City, and attested by manual or facsimile signature by the Clerk-Treasurer of said City, and the seal of said City or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF HOBART, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk-Treasurer

(Form of Registrar's Certificate of Authentication)

It is hereby certified that this note is one of the notes described in the within-mentioned Ordinance duly authenticated by the Registrar.

_____, as Registrar

By _____
Authorized Representative

SECTION 6. The Clerk-Treasurer is hereby authorized and directed to have the Notes prepared to evidence the Loan, and the Mayor and the Clerk-Treasurer are hereby authorized and directed to execute and attest, respectively, the Notes in substantially the form and the manner herein provided. The Clerk-Treasurer is hereby authorized and directed to deliver the Notes to the State upon compliance with the requirements established hereunder and under the Act for the sale thereof, and to collect the full amount which the State will pay therefor pursuant to the terms of the Loan Agreement. The Notes, when fully paid for and delivered to the State, shall be the binding general obligations of the City, payable from an ad valorem property tax to be levied on all taxable property within the City, and the proceeds derived from the sale of the Notes shall be and are hereby set aside to be used for the purposes set forth in Section 1 hereof. The authorized officers of the City are hereby authorized and directed to draw all proper and necessary warrants and to do whatever other acts and things that may be necessary or appropriate to carry out the provisions of this Ordinance.

Pursuant to the Act, the Mayor and the Clerk-Treasurer are hereby authorized to negotiate the sale of the Notes to evidence the Loan with the State Treasurer on behalf of the State at an interest rate or rates (to the extent interest is assessed) not exceeding five percent (5.0%) per annum and with a purchase price of not less than ninety-nine percent (99%) of the principal amount of the Notes. The Mayor and the Clerk-Treasurer are hereby authorized to (i) execute a loan agreement or other similar instrument with the State concerning the terms of the sale and purchase of the Notes (the "Loan Agreement"), and (ii) sell such Notes upon such terms as are acceptable to the Mayor and the Clerk-Treasurer consistent with the terms of this Ordinance. The final form of the Loan Agreement shall be approved by the Mayor and the Clerk-Treasurer, upon the advice of the City's bond counsel, and the Mayor and the Clerk-Treasurer are hereby authorized and directed to complete, execute and attest the same on behalf of the County so long as its provisions are consistent with the Ordinance. Notwithstanding anything herein to the contrary, the Mayor and the Clerk-Treasurer are authorized to negotiate the sale of the Notes to the Indiana Bond Bank (the "Bond Bank") pursuant to the provisions of Indiana Code 5-1.5-8-1, as amended, and to execute a Loan Agreement with the Bond Bank regarding the terms of the purchase and sale of the Notes, so long as such Loan Agreement is consistent with the terms of this Ordinance.

Following the sale of the Notes, the Clerk-Treasurer is hereby authorized and directed to have the Notes prepared; the Mayor is hereby authorized and directed to execute the Notes; and the Clerk-Treasurer is hereby authorized and directed to attest the execution of the Notes; all in substantially the form and the manner herein provided. After the Notes have been properly sold and executed, the purchase price for the Notes shall be paid by the State of the Notes to and received by the Clerk-Treasurer, and the Clerk-Treasurer shall then provide for the delivery of the Notes to the State. The Clerk-Treasurer shall report the proceedings related to the sale of the Notes to the Common Council. Pursuant to Indiana Code 5-1-14-18, in connection with the issuance of the Notes, the execution of the Notes, the Loan Agreement, and any other contract, certificate or other document required to be executed and delivered in connection with the issuance of the Notes, is authorized to be executed and delivered using electronic signatures, rather than manual signatures, and any such instrument executed using electronic signatures shall be considered fully legal and valid for all purposes and with the same force and effect as if the execution were performed with manual signatures.

Prior to the delivery of the Notes, the Clerk-Treasurer (i) shall be authorized to investigate and to obtain insurance and/or credit ratings on the Notes and (ii) shall be authorized to obtain a legal opinion as to the validity of the Notes from Barnes & Thornburg LLP, South Bend, Indiana, bond counsel for the City, and such opinion shall be furnished to the State at the expense of the City. The costs of obtaining any such insurance and/or credit ratings, together with bond counsel's fee in preparing and delivering such opinion and in the performance of related services in connection with the issuance, sale and delivery of the Notes, shall be considered as a part of the costs of issuance of the Notes and shall be paid out of the proceeds of the sale of the Notes to the extent permitted by the Loan.

SECTION 7. Any accrued interest received at the time of delivery of the Notes will be applied to payments on the Notes on the earliest interest payment dates. The proceeds received from the sale of the Notes shall be applied to the refunding of the Outstanding Bonds held by the Bond Bank and the remaining proceeds of the Note shall be deposited into a special fund or account established for such purpose and shall be expended only for the purpose of alleviating property tax revenue shortfalls and, if permitted, paying expenses incidental thereto and on account of the issuance of the Notes. Any balance remaining in such fund or account which is not required for the purposes described herein may be used to pay debt service on the Notes or otherwise used as permitted by law.

SECTION 8. If, when the Notes or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Notes or any portion thereof for redemption have been given, and the whole amount of the principal and the interest so due and payable upon such Notes or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the Notes or such designated portion thereof shall no longer be deemed outstanding or secured by this Ordinance.

SECTION 9. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Notes then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting without the consent of all affected owners of the Notes:

- (a) An extension of the maturity of the principal of or interest on any Note without the consent of the holder of each Note so affected; or

(b) A reduction in the principal amount of any Note or the rate of interest thereon or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each Note so affected; or

(c) A preference or priority of any Note over any other Note, without the consent of the holders of all Notes then outstanding; or

(d) A reduction in the aggregate principal amount of the Notes required for consent to such supplemental ordinance, without the consent of the holders of all Notes then outstanding.

If the City shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Notes. The Registrar shall not, however, be subject to any liability to any owners of the Notes by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental ordinance when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the City shall receive any instrument or instruments purporting to be executed by the owners of the Notes of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the Notes then outstanding, which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the City may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the Notes, whether or not such owners shall have consented thereto.

No owner of any Note shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City and all owners of Notes then outstanding shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights, duties and obligations of the City and of the owners of the Notes, and the terms and provisions of the Notes and this Ordinance, or any supplemental ordinance, may be modified or amended in any respect with the consent of the City and the consent of the owners of all the Notes then outstanding.

Without notice to or consent of the owners of the Notes, the City may, from time to time and at any time, adopt such ordinances supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental ordinances shall thereafter form a part hereof),

(a) to cure any ambiguity or formal defect or omission in this Ordinance or in any supplemental ordinance; or

(b) to grant to or confer upon the owners of the Notes any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Notes; or to make any change which, in the judgment of the Common Council, is not to the prejudice of the owners of the Notes;

(c) To modify, amend or supplement this Ordinance to permit the qualification of the Notes for sale under the securities laws of the United States of America or of any of the states of the United States of America or to procure a rating on the Notes from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the Notes; or

(d) to provide for the refunding of the Notes; or

(e) to make any other change which, in the determination of the Common Council in its sole discretion, is not to the prejudice of the owners of the Notes.

SECTION 10. 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. After the issuance of the Notes authorized by this Ordinance and so long as any of the Notes or interest thereon remains unpaid, except as expressly provided herein, this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the Notes, nor shall the City adopt any law, ordinance or resolution which in any way adversely affects the rights of such holders.

SECTION 11. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 12. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or Paying Agent is located are typically 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 typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

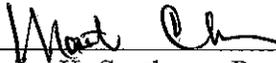
SECTION 13. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 14. The appropriate officers are hereby authorized to take all actions to obtain a rating or any other form of credit enhancement for the Notes if economically feasible and desirable and with the favorable recommendation of the municipal advisors to the City. In addition, the appropriate officers of the City are hereby authorized and directed to take any other

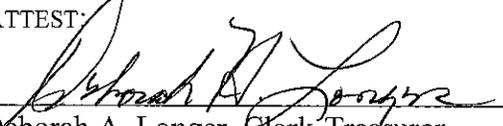
action deemed necessary or advisable in order to effectuate the issuance of the Notes or any other purposes of this Ordinance.

SECTION 15. This Ordinance shall be in full force and effect from and after its passage. Upon payment in full of the principal and interest respecting the Notes authorized hereby or upon deposit of an amount sufficient to pay when due such amounts in accord with the defeasance provisions herein, all pledges, covenants and other rights granted by this Ordinance shall cease.

PASSED AND ADOPTED on this 19th day of July, 2023, by the Common Council of the City of Hobart, Indiana.

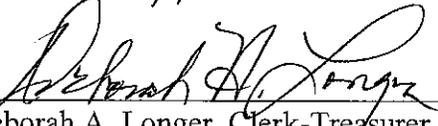


~~Brian K. Snedecor~~, Presiding Officer
MATTHEW CLAUSSEN

ATTEST:


Deborah A. Longer, Clerk-Treasurer

PRESENTED by me, the Clerk-Treasurer of the City of Hobart, Indiana, to the Mayor for his approval this 19th day of July, 2023, at 7:10 ~~a.m.~~/p.m.

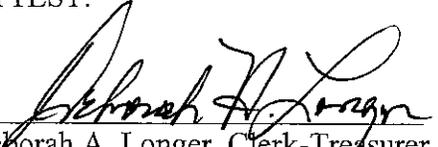


Deborah A. Longer, Clerk-Treasurer

APPROVED, SIGNED AND RETURNED by me to the Common Council of the City of Hobart, Indiana, this 21st day of July, 2023.



Brian K. Snedecor, Mayor

ATTEST:


Deborah A. Longer, Clerk-Treasurer