

ORDINANCE NO. #2025-04-08

AN ORDINANCE OF THE TOWN OF BORDEN, INDIANA, AUTHORIZING THE ISSUANCE OF ITS CAPITAL DEVELOPMENT TOURISM FUND REVENUE BONDS, SERIES 2025; AUTHORIZING THE SOLICITATION OF COMPETITIVE BIDS FOR THE PURCHASE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY ON BEHALF OF THE TOWN OF A PLEDGE AGREEMENT BETWEEN THE TOWN AND THE CLARK-FLOYD COUNTIES CONVENTION AND TOURISM BUREAU, IN ORDER TO PROVIDE SECURITY AND A SOURCE OF PAYMENT FOR THE BONDS; AND TAKING OTHER RELATED ACTION.

WHEREAS, Indiana Code (hereinafter cited as “IC”) 6-9-3-5 establishes a separate fund to be known as the Capital Development Tourism Fund (the “Tourism Fund”) to be funded from a portion of the proceeds of the hotel room tax imposed in Clark and Floyd Counties pursuant to IC 6-9-3-4 and to be used by the Board of Managers (the “Board of Managers”) of the Clark-Floyd Counties Convention and Tourism Bureau (the “Tourism Bureau”) for the purpose of paying the principal and interest due on bonds issued by either of such counties or by any political subdivision located therein, in order to finance projects to promote tourism or to refund bonds previously issued for such a purpose. IC 6-9-3-6(a) authorizes the Board of Managers to enter into an agreement under which any amounts previously deposited in, or to be deposited in, the Tourism Fund are pledged to the payment of such bonds (the “Pledged Revenues”);

WHEREAS, under IC 6-9-3-6(b), the Indiana General Assembly covenants with the purchasers of those bonds that, as long as the principal of, or interest on, any of the bonds is unpaid, IC 6-9-3 will not be repealed or amended in any manner that will adversely affect the imposition or collection of that portion of the tax imposed by IC 6-9-3 that is dedicated to the Tourism Fund, will not be amended in any manner that will reduce the amount of tax revenues dedicated to the Tourism Fund, and will not be amended in any manner that will change the purpose for which money dedicated to the Tourism Fund may be used;

WHEREAS, by its Resolution No. 2024-10-08, adopted on October 8, 2024, the Town Council of the Town of Borden (“Council”) requested funding from the Tourism Bureau for a project to promote tourism (hereinafter referred to as the “Project”), as more particularly described in Exhibit A, attached hereto and incorporated by reference herein;

WHEREAS, on March 19, 2025, the Board of Managers of the Tourism Bureau approved moving forward with the issuance of Bonds payable from the Tourism Fund and to be issued by the Town of Borden, Indiana (“Town”) to finance a portion or all of the costs of the Project, paying costs of issuance in connection therewith, and funding any debt service reserve fund or paying any credit enhancement fees deemed to be advisable in connection with the Bonds (collectively, the “Project Costs”); and

WHEREAS, the, Council now desires to authorize the issuance and sale of revenue bonds of the Town, as hereinafter provided, payable from the amounts pledged therefor by the Tourism Bureau

from the Tourism Fund, in accordance with the provisions of applicable law, including particularly IC 6-9-3-5 and 6 and IC 36-4-6-19, for the purpose of financing the Project Costs.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Borden, Indiana as follows:

Section 1. Public Purpose. The Council hereby finds, determines, and declares that the Project will be in the best interests of the welfare of the citizens of the Town and surrounding area, will promote economic development through increased tourism, and will provide educational, cultural, and recreational facilities for the use and enjoyment of the public. The Council further finds that it will be in the best interests of the citizens of the Town to finance a portion of the Project Costs through the issuance of revenue bonds of the Town as hereinafter provided.

Section 2. Authorization of Bonds: Terms of Bonds. There is hereby authorized the issuance and sale of revenue bonds of the Town to be designated "Town of Borden, Indiana, Capital Development Tourism Fund Revenue Bonds, Series 2025 (Historic Bank Building Repurpose Project)" (the "Bonds") for the purpose of financing a portion or all of the Project Costs.

The Bonds shall be issued as a single fully registered bonds in registered form; shall be dated the date of its delivery to the original purchaser thereof; shall be payable solely from and secured solely by the Pledged Revenues; shall be in the principal amount of not to exceed Four Hundred Thousand Dollars (\$400,000), including costs of issuance; shall bear interest at a rate, not in excess of five percent (5%) per annum, established pursuant to the solicitation of competitive bids for the purchase of the Bonds as hereinafter provided; shall be payable in ten (10) equal annual installments of principal and interest payable on each anniversary of the date of the initial delivery of and payment for the Bonds, commencing on such date in 2025 and continuing to and including such date in 2034, or until the entire principal amount thereof together with accrued interest thereon has been paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be and become applicable thereto; and shall be substantially in the form attached hereto as Exhibit B, with such appropriate changes, deletions, and additions, if any, as shall be approved by the Council President and Clerk-Treasurer.

The Bonds shall be executed in the name and on behalf of the Town by the manual signature of the Council President and the official seal of the Town shall be impressed thereon and attested by the manual signature of the Clerk-Treasurer of the Town (the "Clerk-Treasurer").

The Bonds shall be subject to prepayment at any time, at the option of the Town, in whole or in part (any partial prepayments of principal to be applied in inverse order of maturity against the installments of principal otherwise due thereunder), without prepayment premium or penalty, together with interest accrued on the principal amount prepaid to the date of prepayment. Any such prepayment shall be made upon at least ten (10) days prior written notice thereof, specifying the proposed date of prepayment, given by the Town by certified mail to the registered owner of the Bonds at their address appearing on the Bonds Register hereinafter mentioned.

Section 3. Registrar and Paying Agent. The Clerk-Treasurer is hereby authorized to serve as or to appoint a qualified financial institution to serve as the Registrar and the Paying Agent for the Bonds (the "Registrar" or the "Paying Agent"). The Registrar is hereby charged with the

responsibility of authenticating the Bonds. The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of the Registrar and the Paying Agent. The Clerk-Treasurer is further authorized to pay such fees as the institution may charge for the services it provides as the Registrar and the Paying Agent and such fees may be paid from the Sinking Fund established to pay the principal of and interest on the Bonds as fiscal agency charges.

All payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the fifteenth (15th) day of the month preceding the interest payment date (the "Record Date") at the addresses as they appear on the registration and transfer books of the Town (the "Registration Record") kept for that purpose by the Registrar. Each registered owner of \$1,000,000 or more in principal amount of Bonds 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 principal payments and premium payments, if any, on the Bonds 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.

The Clerk-Treasurer shall maintain a register for the Bonds (the "Bonds Register") in which the Clerk-Treasurer shall register the name and address of the registered owner of the Bonds from time to time. The Town shall treat the registered owner of the Bonds as the absolute owner thereof for the purpose of receiving payment of or on account of principal and interest and for all other purposes. The Town shall not be affected by any notice to the contrary.

Section 4. Transfer and Exchange of Bonds. Each of the Bonds shall be transferable or exchangeable only upon the books of the Town kept for that purpose at the designated corporate trust office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of such Bonds together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in an authorized 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 Town except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The Town, Registrar, and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving thirty (30) days' notice in writing to the Town and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30-day period or upon the earlier appointment of a successor registrar and paying agent by the Town. Any such notice to the Town may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Town, in which event the Town may appoint a successor registrar and paying agent. The Town shall notify each registered owner of the Bonds then outstanding by first-class mail of the removal of the

Registrar and Paying Agent. Notices to the registered owners of the Bonds 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 books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the Town, the Clerk-Treasurer is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Clerk-Treasurer is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Sinking Fund established to pay the principal of and interest on the Bonds and fiscal agency charges. Any predecessor registrar and paying agent shall deliver all the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

If any of the Bonds are mutilated, lost, stolen, or destroyed, the Town may execute and deliver to the registered owner thereof a replacement Bond of the same principal amount as the outstanding principal amount of the Bond so mutilated, lost, stolen, or destroyed; provided that in the case of the mutilation of the Bonds, the mutilated Bonds shall first be surrendered to the Town, and in the case of the loss, theft, or destruction of the Bonds, there shall first be furnished to the Town satisfactory evidence and indemnity respecting such loss, theft, or destruction. If the Bonds shall be about to be paid or prepaid in full, the Town may make such payment on the due date or prepayment date without issuing a replacement Bond. The Town may charge the owner of the Bonds the reasonable fees and expenses of the Town in providing a replacement Bond.

The Bonds and the interest thereon shall not constitute a general obligation or indebtedness of the Town and will not be a charge against the general credit or taxing power of the Town but will be a limited obligation of the Town payable solely from and secured solely by the amounts pledged to such payment under the Pledge Agreement.

Section 5. Authorization of Pledge Agreement. The Council President and the Clerk-Treasurer are hereby authorized and directed to enter into with the Board of Managers of the Tourism Bureau and to execute and deliver on behalf of the Town a Pledge Agreement dated the date of delivery of the Bonds (the "Pledge Agreement"), whereby the Board of Managers will agree pursuant to IC 6-9-3-6(a) that up to an amount equal to the annual principal and interest payments on the Bonds per year of the amounts deposited in, or to be deposited in, the Tourism Fund, on a parity with the Floyd County, Indiana Taxable Economic Development Revenue Bonds, Series 2021 (Capital Development Tourism Fund-Annual Appropriation), issued on August 19, 2021 and outstanding in the aggregate principal amount of One Million Three Hundred Forty Thousand Dollars (\$1,340,000) (the "Prior Bonds"), along with any bonds to be issued on parity therewith, are pledged to the payment of the principal of and interest on the Bonds and shall be paid by the Board of Managers directly to the registered owner of the Bonds by check or draft of the Tourism Bureau mailed or delivered to such owner at his address appearing on the Bonds Register as and when the installments of principal and interest payable on the Bonds become due. The Pledge Agreement shall be substantially in the form attached hereto as Exhibit C, with such appropriate changes, deletions, and additions, if any, as the Council President shall approve, as conclusively evidenced by his execution and delivery thereof.

Section 6. Sale of Bonds. In accordance with IC 5-1-11, 5-3-1, and 36-4-6-19, the Clerk-Treasurer is hereby authorized and directed to arrange for the public sale or other negotiated sale of the Bonds through the solicitation of bids. If necessary, the Clerk-Treasurer shall, with the assistance of Frost Brown Todd LLP, Town Attorney and Bond Counsel, prepare a Notice of Bonds Sale inviting bids for the purchase of the Bonds at par and which bids shall specify a proposed interest rate which the Bonds shall bear but not in excess of five percent (5%) per annum. The Notice of Bonds Sale shall state that the Clerk-Treasurer will receive such bids in her office not later than 11:00 a.m., B.D.T., on the date selected for sale. At such time and date, the Clerk-Treasurer shall open and publicly read all the bids timely received for the purchase of the Bonds. The Clerk-Treasurer shall then tabulate, compare, and analyze all the bids received to determine whether each bid conforms to the requirements of the Notice of Bonds Sale and shall determine which of the conforming bids appears to be the best bid specifying the lowest rate of interest to be borne by the Bonds. The Clerk-Treasurer, based on advice of the financial advisor shall award the Bonds purchase to the best bid specifying the lowest rate of interest to be borne by the Bonds and awarding the Bonds to such bidder.

The Notice of Bonds Sale shall state that no official statement or other comprehensive disclosure document will be prepared and distributed with respect to the Bonds, as the offering of the Bonds is intended to be a limited placement exempt from Rule 15c2-12 of the U.S. Securities and Exchange Commission. As a condition to the delivery of the Bonds, the purchaser of the Bonds must execute and deliver to the Town and the Tourism Bureau at the time of initial issuance of the Bonds a certification (the "Investment Letter") that the purchaser (i) has such knowledge and experience in financial matters that it is capable of evaluating the merits and risks of its investment in the Bonds and that it is not purchasing the Bonds for more than one account or with a view to distributing the Bonds or offering the Bonds (or any participation or interest therein) for sale to any other person, (ii) acknowledges that no official statement or other comprehensive disclosure document has been prepared and distributed with respect to the Bonds, as the offering of the Bonds is intended to be a limited placement exempt from said Rule 15c2-12, (iii) has requested and received from the Town and the Tourism Bureau all such information as the purchaser has deemed material to its decision to purchase the Bonds, and (iv) understands that no application has been made for the assignment of a CUSIP identification number to the Bonds nor has application been made to any credit rating agency for the assignment of a credit rating for the Bonds. The Investment Letter may contain other provisions to achieve exemption from Rule 15c2-12.

In accordance with IC 5-3-1, the Clerk-Treasurer shall publish the Notice of Bonds Sale, two (2) times, at least one week apart, with the first publication made at least fifteen (15) days before the date of the sale of the Bonds as specified above and the second publication made at least three (3) days before such date, each such publication to be made in The News and Tribune.

The Clerk-Treasurer is hereby authorized to determine, in her discretion, to sell the Bonds at a public or other negotiated sale pursuant to the general provisions of IC 5-1-11. Notwithstanding any provisions to the contrary, as an alternative to public sale or other negotiated sale, the Clerk-Treasurer may negotiate the sale of the Bonds to the Indiana Bond Bank or any other purchaser. The Council President and Clerk-Treasurer are hereby authorized to: (i) submit an application to the Indiana Bond Bank; (ii) execute any and all certificates, agreements, or other documents required by the Indiana Bond Bank; and (iii) sell such Bonds upon such terms as are

acceptable to the Council President and Clerk-Treasurer consistent with the terms of this Ordinance.

Section 7. Delivery and Payment for the Bonds: Disbursement of Bonds Proceeds. As soon as practicable following the sale of the Bonds as provided in Section 6 above, the Clerk-Treasurer shall arrange for the delivery of the Bonds to the purchaser thereof upon payment to the Clerk-Treasurer of the purchase price specified in such bid. Together with the Bonds, and as conditions to the delivery thereof and payment therefor, there shall be delivered to the purchaser (i) the customary closing certificate of the Town, certifying the incumbency of the Council President and the Clerk-Treasurer whose signatures appear on the Bonds and that no litigation is pending or threatened affecting the validity or payment of the Bonds, (ii) a certificate of the Clerk-Treasurer that on the basis of the facts, estimates, and circumstances in existence on the date of the delivery of and payment for the Bonds it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986 (the "Code") and the regulations thereunder, (iii) a receipt of the Clerk-Treasurer showing that the purchase price of the Bonds has been received by the Town, and (iv) the opinion of Bond Counsel as to the validity of the Bonds and the excludability of the interest on the Bonds from gross income for Federal income tax purposes, if applicable, and the exemption of the Bonds and the interest thereon from income taxation in the State of Indiana ("State") for all purposes except the State financial institutions tax, if applicable. The Clerk-Treasurer shall receive from the purchaser, together with the purchase price for the Bonds, the purchaser's receipt for the delivery of the Bonds and the Investment Letter. The Clerk-Treasurer shall forthwith report the proceedings for the sale of the Bonds to the Council.

Immediately upon receipt of the proceeds from the sale of the Bonds, the Clerk-Treasurer shall pay or reimburse from such proceeds the costs of issuance of the Bonds, including the costs of publication of the Notice of Bonds Sale (if applicable) and the fees and disbursements of Bond Counsel, the Town Attorney, and the financial advisor to the Tourism Bureau. The Clerk-Treasurer shall deposit the remaining proceeds from the sale of the Bonds, after the payment or reimbursement of the costs of issuance of the Bonds, into a special account held by the Clerk-Treasurer as part of the treasury of the Town and entitled the "2025 Tourism Project Fund" (the "Project Fund").

The Clerk-Treasurer shall disburse amounts on deposit in the Project Fund, including investment earnings therein derived from the investment of amounts on deposit in the Project Fund in accordance with IC 5-13-1, to pay, or to reimburse the Town for the payment of, costs and expenses of the Project, and any related costs or professional fees. The Clerk-Treasurer shall require of the payees, appropriate invoices for the costs paid or reimbursed from the proceeds of the Bonds and shall file such invoices among the records of his/her office.

Section 8. No Personal Liability. No member of the Council or any other officer or employee of the Town, including any person executing the Bonds, shall be liable personally on the Bonds or be subject to any personal liability for any reason relating to the issuance or sale of the Bonds.

Section 9. Arbitrage Covenants. The Town hereby covenants with the holders of the Bonds from time to time that the Town will make no use of the proceeds of the Bonds, or of any

other funds which may be deemed to be proceeds of the Bonds pursuant to Section 148(a) of the Code and the regulations thereunder which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be “arbitrage bonds” within the meaning of such Section and regulations, and the Town will comply with the requirements of such Section and regulations so long as the Bonds shall remain outstanding. The Town further covenants with the holders from time to time of the Bonds that the Town will determine the amounts, if any, required to be rebated to the United States with respect to the Bonds pursuant to Section 148(f) of the Code and the regulations thereunder and will rebate such amounts at the times and in the manner provided in such Section.

Section 10. Private Business Use Limitation. To assure that interest on the Bonds will be and remain excludable from gross income for Federal income tax purposes, the Town represents and covenants, for the benefit of and reliance on by the holders of the Bonds from time to time, that no property acquired with the proceeds of the Bonds shall be used directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local government unit and use as a member of the general public, unless the Town has received an opinion of counsel that such use will not cause the interest on the Bonds to be includable in gross income for Federal income tax purposes.

Section 11. Payment of the Bonds. The Town shall, but only from the amounts pledged therefor under the Pledge Agreement, punctually pay or cause to be paid pursuant to the Pledge Agreement the principal of and interest on the Bonds at the times and in the manner provided in this Ordinance and in the Bonds.

Section 12. Defaults and Remedies. Upon the failure of the Town to pay or cause to be paid the principal of or the interest on the Bonds as and when the same shall become due, or upon the failure of the Town to comply with any other obligation on its part contained in this Ordinance, the holder of the Bonds may enforce their rights by any one or more of the following remedies:

- a) Declare the entire principal of and accrued interest on the Bonds to be immediately due and payable;
- b) Bring action upon the Bonds;
- c) Commence judicial proceedings to enforce this Ordinance or the Pledge Agreement; or
- d) Pursue any other available remedy to enforce payment of the Bonds or compliance by the Town with any of its other obligations contained in this Ordinance, including, without limitation, mandamus.

None of the remedies specified above are intended to be exclusive of any other remedy available at law or in equity, but every such remedy shall be cumulative and shall be in addition to any other remedy available to the holder of the Bonds hereunder or now or hereafter existing by law. In case the holder of the Bonds shall have proceeded to enforce any right under this Ordinance or under the Bonds and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Town and the holder of the Bonds shall be restored to their former positions and rights hereunder as if no such

proceedings had been taken. No delay or omission to exercise any remedy hereunder or under the Bonds shall impair any such remedy of the holder of the Bonds or shall be construed to be a waiver of any such remedy, and any such remedy may be exercised from time to time and as often as may be deemed by the holder of the Bonds to be expedient.

Section 13. Payments Due on Saturdays, Sundays, and Holidays. In any case where the specified due date of the principal of or interest on the Bonds shall be a Saturday, Sunday, or a legal holiday in the State or a day on which banking institutions in the State are authorized by law to be closed for business, the payment of such interest or principal may be made on the next succeeding day not a Saturday, Sunday, legal holiday, or day on which banking institutions in the State are authorized by law to be closed for business, and if such payment is made on such next succeeding day, no interest thereon shall accrue for the period after such specified due date.

Section 14. Appointment of Bond Counsel. The law firm of Frost Brown Todd LLP is hereby appointed as Bond Counsel to the Town in connection with the authorization, issuance, and sale of the Bonds. The Town is hereby authorized and directed to assist Bond Counsel in all matters relating to the authorization, issuance, and sale of the Bonds.

Section 15. Further Acts and Deeds. The Council President, the Clerk-Treasurer, the Town Attorney, and other appropriate officers and employees of the Town are hereby authorized and directed to execute, acknowledge, and deliver such other instruments, agreements, certificates, and papers and to take such other actions as may be necessary or desirable to effect the authorization, issuance, and sale of the Bonds in accordance with the provisions of this Ordinance. The Clerk-Treasurer may establish such funds and accounts as necessary in connection with the Bonds, including but not limited to establishing a debt service reserve fund for the Bonds in an amount not to exceed the maximum annual debt service on the Bonds and pay any credit enhancement fees deemed to be advisable in connection with the Bonds.

Section 16. Severability. The provisions of this Ordinance are severable, and if any section, phrase, or provision hereof shall for any reason be declared invalid or unenforceable, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 17. Prior Conflicting Actions Superseded. To the extent that any ordinance, resolution, order, or part thereof is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall control and be given effect.

Section 18. Ordinance as Contract with Bondholders. The provisions of this Ordinance shall constitute a contract between the Town and the registered owner from time to time of the Bonds, and after the issuance of the Bonds, no amendment of any kind to the provisions of this Ordinance affecting the rights and remedies of such registered owner shall be made in any manner until the Bonds shall have been paid in full or until the then registered owner of the Bonds shall have consented to such amendment in writing. Any such consent of a registered owner of the Bonds shall bind all subsequent holders of the Bonds from time to time.

Section 19. Effective Date. This Ordinance shall be in full force and effect from and after its adoption.

Adopted by the Town Council of the Town of Borden, Indiana this 8th day of April, 2025.

Town Council Members:

Steve Williams, President

Rudy Cook, Vice President

LeAnn McClure, Secretary

ATTEST:

Faith Sauber, Clerk-Treasurer

SCHEDULE OF EXHIBITS

Description of ProjectExhibit A
Form of Bonds Exhibit B
Form of Pledge Agreement..... Exhibit C

EXHIBIT A

PROJECT DESCRIPTION

Proceeds of the Bonds shall be committed for use to the Town of Borden Historic Bank Building Repurpose Project (the “Project”). The total costs of the Project, including costs of issuance, are approximately \$400,000.

This Project involves the adaptive reuse of a historic bank building to serve as a trailhead for outdoor enthusiasts and community members. The renovated facility will include public restrooms, air conditioning, a water bottle refill station, Wi-Fi, and a co-working area. The goal is to preserve the building’s historic character while providing modern amenities that support both local residents and visitors. The trailhead will serve as a gateway to nearby recreational areas, offering a comfortable and convenient space for individuals to rest, refresh, and work. The anticipated completion date is December 31, 2025.

EXHIBIT B

FORM OF BONDS

(See Attached)

[FORM OF BONDS]

No. _____

EXHIBIT B

**UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY OF CLARK**

**TOWN OF BORDEN
CAPITAL DEVELOPMENT TOURISM FUND REVENUE BONDS,
SERIES 2025
(Historic Bank Building Repurpose Project)**

Dated _____, 2025

Registered Owner: [_____]
Amount: [(\$ _____)]

THE TOWN OF BORDEN (the "Town"), a municipal corporation and political subdivision of the State of Indiana (the "State"), hereby promises to pay (but only from the sources hereinafter mentioned) to _____, or registered assigns, the principal sum of [_____] Dollars (\$ _____) and interest at the rate of [_____] percent ([_____]%) per annum on the unpaid balance of such principal sum from time to time outstanding hereunder, payable in ten (10) equal annual installments of principal and interest amount of [_____] Dollars (\$ _____) each, on the [_____] day of _____ in each year, commencing [_____, 2025] and continuing to and including [_____, 2034 or until the entire principal sum hereof together with accrued interest thereon has been paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be and become applicable hereto.

The principal of and interest on this bond are payable from the amounts pledged to such payment under a Pledge Agreement of even date herewith (the "Pledge Agreement") made pursuant to Indiana Code (hereinafter cited as "IC") 6-9-3-6(a) by and between the Town and the Board of Managers of the Clark-Floyd Counties Convention and Tourism Bureau (the "Tourism Bureau"), a special funds board of managers created under IC 6-9-3-1. The principal of and interest on this bond is payable by check or draft of the Tourism Bureau mailed or delivered to the person in whose name this bond is registered as shown on the bond register maintained by the Clerk-Treasurer of the Town (the "Bonds Register"). Principal of and interest on this bond are payable in lawful money of the United States of America.

This bond is issued pursuant to an ordinance of the Town duly adopted on [_____], 2025 (the "Bond Ordinance") and pursuant to the applicable laws of the State, including particularly IC 6-9-3-5(b) and 36-4-6-19, for the purpose of financing a portion of the costs of a project to promote tourism (hereinafter referred to as the "Project").

This bond and the interest hereon do not constitute a general obligation or indebtedness of the Town but are a limited obligation of the Town payable solely from and secured solely by the amounts pledged to such payment under the Pledge Agreement on a pro-rata basis with the Prior Bonds, as defined in the Ordinance or such bonds to be issued on parity therewith. The Bond Ordinance and the Pledge Agreement are on file in the office of the Clerk-Treasurer of the Town and are available there for inspection. Reference is hereby made to the Bond Ordinance and the Pledge Agreement for a complete description of the security and source of payment for this bond and the right of the registered owner of this bond to enforce payment thereof. Acceptance of the terms and conditions of the Bond Ordinance and the Pledge Agreement is an explicit and material part of the consideration for the Town's issuance of this bond, and each holder hereof by acceptance of this bond hereby assents to all of said terms and conditions.

This bond is subject to prepayment at any time, at the option of the Town, in whole or in part (any partial prepayments of principal to be applied in inverse order of maturity against the installments of principal otherwise due hereunder), without prepayment premium or penalty, together with interest accrued on the principal amount prepaid to the date of prepayment. Any such prepayment shall be made upon not less than ten (10) days prior written notice thereof, specifying the proposed date of prepayment, given by the Town by certified mail to the registered owner hereof at his address appearing on the Bond Register.

This bond is transferable, but only upon the Bonds Register by the registered owner hereof in person or by his attorney duly authorized in writing, upon the surrender of this bonds, together with a written instrument of transfer satisfactory to the Clerk-Treasurer of the Town duly executed by the registered owner or the owner's attorney duly authorized in writing, and also together with an Investment Letter in a form reasonably satisfactory to the Town and the Tourism Bureau, upon the advice of counsel, and thereupon a replacement bond in fully registered form and in the same principal amount as the outstanding principal amount of the bond so surrendered shall be issued to the transferee in exchange therefor.

No recourse shall be had for the payment of the principal of or interest on this bond or for any claim based hereon against any elected official, officer, or employee of the Town, either directly or through the Town, under any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or any legal or equitable proceeding or otherwise, all such liability of such elected officials, officers, and employees being released as a condition of and as an explicit and material part of the consideration for the issuance of this bonds.

All acts, conditions, and things required by the Constitution and laws of the State to happen, exist, and be performed precedent to and in the issuance of this bond have happened, do exist, and have been performed as required.

IN WITNESS WHEREOF, the Town has caused this bond to be executed in its name by the Town Council President and attested by the Clerk-Treasurer, and its official seal to be impressed hereon, all as of the date shown above.

TOWN OF BORDEN, INDIANA

(SEAL)

President, Town Council

Attest:

Clerk-Treasurer

ASSIGNMENT

please insert tax identification
number of assignee

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

please print _____ or typewrite
name and address including zip code of assignee and does hereby irrevocably constitute and
appoint _____, Attorney, to transfer said bonds on the within-mentioned Bonds Register
with foil power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a
member firm of The New York Stock Exchange
or a commercial bank or trust company.

NOTE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within bonds in every particular,
without alteration or enlargement or any change
whatsoever.

EXHIBIT C

FORM OF PLEDGE AGREEMENT

(See Attached)

[§400,000]
TOWN OF BORDEN, INDIANA
CAPITAL DEVELOPMENT TOURISM FUND REVENUE BONDS, SERIES 2025
(HISTORIC BANK BUILDING REPURPOSE PROJECT)

PLEDGE AGREEMENT

THIS AGREEMENT is dated and made as of _____, 2025, by and between the TOWN OF BORDEN, INDIANA (the "Town"), a municipal corporation and political subdivision of the State of Indiana, and the BOARD OF MANAGERS OF THE CLARK-FLOYD COUNTY CONVENTION AND TOURISM BUREAU (the "Tourism Bureau"), a special funds board of managers created under the Indiana Code 6-9-3-1 (Indiana Code hereinafter cited as "I.C.>").

Recitals

A. I.C. 6-9-3-5 establishes a separate fund to be known as the Capital Development Tourism Fund (the "Tourism Fund") to be funded from a portion of the proceeds of the hotel room tax imposed by the Board of Managers (the "Board of Managers") of the Tourism Bureau only to pay the principal and interest due on bonds issues by either of such counties or by any political subdivision located therein, in order to finance a project to promote tourism or to refund bonds previously issued for such a purpose. I.C. 6-9-3-6(a) authorizes the Board of Managers to enter into an agreement under which any amounts previously deposited in, or to be deposited in, the Tourism Fund are pledged to the payment of such bonds. Under I.C. 6-9-3-6(b) the Indiana General Assembly covenants with the purchasers of those bonds that, as long as the principal of, or interest on, any of the bonds is unpaid, I.C. 6-9-3 will not be repealed or amended in any manner that will adversely affect the imposition or collection of that portion of the tax imposed by I.C. 6-9-3 that is dedicated to the Tourism Fund, will not be amended in any manner that will reduce the amount of tax revenues dedicated to the Tourism Fund, and will not be amended in any manner that will change the purpose for which money dedicated to the Tourism Fund may be used.

B. By its application submitted to the Tourism Bureau on [], the Town requested funding from the Tourism Bureau for a project to promote tourism (hereinafter referred to as the "Project") consisting of the adaptive reuse of a historic bank building to serve as a trailhead for outdoor enthusiasts and community members. The renovated facility will include public restrooms, air conditioning, a water bottle refill station, Wi-Fi, and a co-working area. The goal is to preserve the building's historic character while providing modern amenities that support both local residents and visitors. The trailhead will serve as a gateway to nearby recreational areas, offering a comfortable and convenient space for individuals to rest, refresh, and work. The anticipated completion date is December 31, 2025.

C. By its Ordinance No. [] (the "Bond Ordinance"), adopted on [], 2025, the Town Council authorized the issuance and sale of revenue bonds of the Town payable from the amounts pledged therefor by the Tourism Bureau from the Tourism Fund, for the purpose of financing a portion of the costs of the project, all costs of issuance of the bonds, and funding

any debt service reserve fund or paying any credit enhancement fees deemed to be advisable in connection with the bonds.

D. On March 19, 2025, the Board of Managers of the Tourism Bureau adopted a resolution authorizing the execution and delivery on behalf of the Tourism Bureau of this Pledge Agreement (the "Pledge Agreement").

E. Simultaneously herewith, pursuant to the Bond Ordinance, the Town will issue and sell its "Town of Borden, Indiana, Capital Development Tourism Fund Revenue Bonds, Series 2025," in the aggregate principal amount of \$[____], bearing interest at the rate of [____] percent [(____%)] per annum, payable in ten (10) equal annual installments of principal and interest in the amount of [____] Dollars [(\$____)] each, until the principal and interest are paid.

NOW, THEREFORE, the parties hereto agree as follows:

Pursuant to I.C. 6-9-3-6(a) and for the purpose of providing the security for and source of payment of the Bonds, the Tourism Bureau hereby pledges revenue in an amount sufficient to pay a bond issuance not to exceed Fifty Four Thousand Seven Hundred Fifty Dollars (\$54,750) per year, until the principal and interest are paid, of the amounts deposited in, or to be deposited in, the Tourism Fund.

The proceeds of the Bonds shall be used solely for the costs of the Project as identified in the Bond Ordinance and the Pledge Resolution, the costs of issuance including payment of bond counsel fees and any financial advisor fees, the funding of a debt service fund or credit enhancement fee (if any), and any incidental expenses thereof.

In order to satisfy the aforesaid pledge, the Tourism Bureau shall annually mail or deliver its check or draft in the amount of [____] Dollars [(\$____)], payable to the order of the registered owner of the Bonds, to such owner as and when the installments of principal and interest on the Bonds become due. The Town shall annually notify the Tourism Bureau in writing not later than the business day next preceding the due date of each such installment of the name and address of the registered owner of the Bonds.

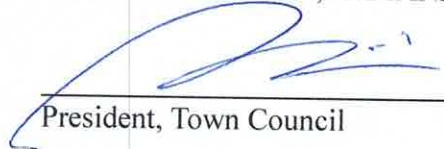
In the event the amounts on deposit in the Tourism Fund during any calendar year are insufficient to pay in full the pledge made hereunder and under all pledge agreements previously entered into by the Tourism Bureau pursuant to I.C. 6-9-3-6(a), such amounts shall be prorated among the respective outstanding pledges in proportion to the full amount due to be paid under each such pledge during each year.

This Agreement has been made for the benefit of the registered owner from time to time of the Bonds. This Agreement may not be amended without the prior written consent of the then registered owner of the Bonds. Any such consent shall bind all future holders of the Bonds from time to time.

This Agreement shall become effective only upon the delivery of and payment for the Bonds and shall terminate and be of no further effect upon the payment in full of the Bonds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized.

TOWN OF BORDEN, INDIANA



President, Town Council

Attest:

Clerk-Treasurer

(SEAL)

CLARK-FLOYD COUNTIES CONVENTION
AND TOURISM BUREAU, by and through its
Board of Directors

President

Attest:

Secretary

(SEAL)

