

INDENTURE OF TRUST

Dated as of December 1, 2017

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF LAKELAND, TENNESSEE

TO

U.S. Bank National Association,
as Trustee

Relating to \$_____ Public Improvement Bonds, Series 2017 (City of Lakeland School Project) of
The Industrial Development Board of the City of Lakeland, Tennessee.

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Indenture of Trust, but is only for
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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of December 1, 2017 (the or this “Indenture”), by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, a public corporation of the State of Tennessee (the “Issuer”), and U.S. Bank National Association, as Trustee (the “Trustee”), a national banking association organized under the laws of the United States of America, with its designated corporate trust office in _____, Tennessee;

WITNESSETH:

WHEREAS, the Issuer has been organized for the purpose, among others, to finance, own, lease and/or dispose of projects in accordance with the procedures and subject to the limitations of Title 7, Chapter 53, Tennessee Code Annotated, as amended (the “Act”), and is authorized in accordance with the Act to issue bonds to finance such projects payable out of the revenues and receipts derived from such projects; and

WHEREAS, pursuant to the Act and other applicable law, the Board of Commissioners of the City of Lakeland, Tennessee (the “City”) at the request of the Board of Education for the Lakeland School System (the “BOE”) desires the Issuer to issue its bonds for the purpose of providing funding for (i) the acquisition of (A) a parcel of land located in Shelby County, City of Lakeland, State of Tennessee (the “Site”), to be transferred to the Issuer by the BOE, as more particularly described in Exhibit A attached hereto, and (B) the middle school (the “Middle School Project”) located on the Site, and (ii) the construction and equipping of additional school facilities for grades nine through twelve and the construction and equipping of improvements to the Middle School Project (collectively, the “School Addition Project”) on the Site for the City and the BOE, including all buildings, structures and facilities necessary in connection therewith (the Middle School Project and the School Addition Project being referred to collectively as the “Projects”); and

WHEREAS, the Issuer, as lessor, and the City, as lessee, will, simultaneously with the execution and delivery of this Indenture, enter into a lease purchase agreement, specifically, that certain Lease Agreement, dated as of December 1, 2017 (the “Lease”), pursuant to which the Issuer has agreed to acquire, construct, improve and equip the Projects on the Site and lease the Projects and the Site (collectively, the “Leased Property”) to the City on the terms and conditions set forth therein; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, by resolution of the Board of Directors of the Issuer, the Issuer has determined (a) to issue its \$_____ aggregate principal amount of The Industrial Development Board of the City of Lakeland, Tennessee, Public Improvement Bonds, Series 2017 (City of Lakeland School Project) (the “Series 2017 Bonds”), to provide funds for the purpose of acquiring, constructing and equipping the Projects on the Site for the use and occupancy of the Leased Property by the City and (b) to lease the Leased Property to the City in consideration of certain Base Rentals (as defined herein) and Additional Rentals (as defined herein) to be paid as hereinafter described which will be sufficient to pay the principal of, and premium, if any, and interest on the Series 2017 Bonds (described below), any Additional Bonds (as defined herein) and certain other costs and expenses as hereinafter described; and

WHEREAS, the obligations of the City under the Lease are payable from and secured solely by a direct annual tax levied by the City pursuant to the authority of Section 7-53-311, Tennessee Code Annotated, as amended, and are additionally payable from, but not secured by, other legally available funds of the City; and

WHEREAS, it is anticipated that additional amounts may be necessary to complete or improve the Projects or for other specified purposes and as a result thereof provision should be made for the issuance of additional parity bonds from time to time (hereinafter referred to as the “Additional Bonds”); and

WHEREAS, the City and the BOE will enter into a sublease agreement (the “Sublease”) in which the City will sublease the Projects on the Site to the BOE, as the entity legally vested with responsibility for management, control and operation of schools for the City, and at the conclusion of the Lease and the Sublease, title to the Projects will be vested in the BOE; and

WHEREAS, by resolution duly adopted by the Board of Commissioners of the City on December 5, 2017, the City has heretofore approved the issuance of the Series 2017 Bonds, the undertaking of the acquisition, construction and equipping of the Projects and the lease purchase of the Leased Property, and the sublease of the Leased Property to the BOE, as described above; and

WHEREAS, the Issuer, the City and the BOE have entered into an interlocal cooperation agreement (the “Interlocal Agreement”) for the purposes of designating the BOE as agent of the Issuer to manage and oversee the development, acquisition and construction of the Projects; and

WHEREAS, the proceeds of sale of the Series 2017 Bonds are to be held hereunder and applied by the Trustee in accordance with the terms hereof, including, to the extent provided herein, for the Projects in accordance with the terms hereof and of the Lease; and

WHEREAS, the Series 2017 Bonds and the Trustee's certificate of authentication to be endorsed thereon and any Additional Bonds and the Trustee's certificate of authentication thereon are to be in substantially the form (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, as attached hereto as Exhibit B; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the rentals and revenues derived from the Lease herein made to the payment of the principal of, and premium, if any, and interest on, the Bonds and a valid assignment of the rights of the Issuer under the Lease, have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the owners thereof, the sum of Ten Dollars lawful money of the United States of America to it duly paid by the Trustee at or before the execution and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, and premium, if any, and interest on, the Bonds outstanding hereunder from time to time, according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, transfer, convey, assign, pledge and hypothecate unto the Trustee, its successors in trust and assigns, forever, and grants to the Trustee, its successors in trust and

assigns, forever, a security interest in, except any Additional Rentals and monies in any Rebate Fund created hereunder hereinafter expressly excepted from the lien hereof, all and singular the following described properties, rights, interests and privileges (hereinafter sometimes collectively referred to as the "Trust Estate"):

GRANTING CLAUSE FIRST

All right, title, interest, estate, claims and demands of the Issuer in and to the Pledged Revenues and as lessor in, to and under the Lease (a memorandum of which is of record in Book ____, Page ____, Register's Office of Shelby County, Tennessee), including any and all extensions or renewals of the term thereof, together with all rights, powers, privileges, options and other benefits of the Issuer as lessor under the Lease, including, without limitation:

(A) the immediate and continuing right to receive and collect all amounts to be paid into the Bond Fund pursuant to the Lease from Lease Payments now or hereafter payable or receivable by the Issuer under the Lease pursuant thereto;

(B) the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof; and

(C) the right to take such action upon the occurrence of an Event of Default with respect to the Lease or an event which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default with respect to the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which the Issuer or any lessor is or may be entitled to do under the Lease;

it being the intent and purpose hereof that the assignment and transfer to the Trustee of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Trustee shall have the right to collect and receive all Pledged Revenues and any other sums payable under the Lease, all for application in accordance with the provisions hereof at all times during the period from and after the date of this Indenture until the principal of and interest and premium, if any, on the Bonds and all additional amounts and other sums at any time due and owing from or required to be paid by or on behalf of the Issuer under the terms of the Bonds or this Indenture or by the City pursuant to the terms of the Lease have been fully paid and discharged; *provided, however*, that the assignment made by this Clause shall not impair or diminish any obligation of the Issuer under the provisions of the Lease.

GRANTING CLAUSE SECOND

Any and all moneys and securities from time to time held by the Trustee under the terms of this Indenture at any and all times and to hold and apply the same subject to the terms hereof.

This Indenture constitutes or shall be treated as constituting a security agreement under the Tennessee Uniform Commercial Code, so that the Trustee shall have and may enforce a security interest to secure payments of all sums due or to become due under this Indenture imposed by the foregoing provisions hereof, such security interest to attach at the earliest moment permitted by law.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said Trust Estate and assigns forever;

SUBJECT, HOWEVER, to Permitted Encumbrances (as defined in Article I hereof);

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2017 Bonds and Additional Bonds, if any, from time to time, issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others of the Bonds, except as expressly provided herein;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and premium, if any, due or to become due thereon at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, and shall cause the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the Pledged Revenues, revenues and receipts, hereby assigned or pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and the respective owners, from time to time, of the Bonds as follows:

ARTICLE I

DEFINITIONS

All words and phrases defined in Article I of the Lease shall have the same meaning when used in this Indenture. In addition, the following words and phrases shall have the following meanings for all purposes of this Indenture:

“Act” means Title 7, Chapter 53, Tennessee Code Annotated, as amended.

“Additional Bonds” means additional parity bonds authorized to be issued by the Issuer pursuant to the terms and conditions of Section 2.13 hereof.

“Additional Rentals” means the amount or amounts payable by the City pursuant to Section 4.01(d) of the Lease.

“Authorized BOE Representative” means the Superintendent of the Lakeland School System and the Chairman of the BOE, or either of them, or such other persons designated in a written certificate signed by the Chairman and furnished to the City, the Issuer and the Trustee.

“Authorized City Representative” means the Mayor, the City Manager and the City Recorder, or any of them, and such other persons designated by written certificate signed by the Mayor and furnished to the Trustee, the Issuer and the BOE.

“Authorized Issuer Representative” means the Chairman, Vice-Chairman and Secretary-Treasurer of the Issuer, or any of them, and such other persons designated in a written certificate signed by the Chairman and furnished to the Trustee and the City.

“Base Rental Payment Date” means the twenty-fifth (25th) day of February and August of each year during the term of the Lease.

“Base Rentals” means the total of the amounts payable by the City as Base Rentals pursuant to Section 4.01(a)(b) and (c) of the Lease, comprising a principal component and an interest component as set forth in Schedule 1 to the Lease.

“Beneficial Owner” means, for any Bond which is held by a nominee, the beneficial owner of such Bond and with respect to DTC means the person in whose name a Bond is recorded as the beneficial owner of such Bond by the respective systems of DTC and each of the DTC Participants.

“BOE” means the Board of Education for the Lakeland School System established by the City as authorized by the charter of the City and governed by laws of the State.

“Bond Counsel” means an attorney at law or a firm of attorneys (which is acceptable to the City) of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Bond Fund” means the fund created by Section 4.02 hereof.

“Bondowner”, “owner”, “Holder”, “Bondholder”, or any similar term, means the Person in whose name a Bond is registered in the Bond Register.

“Bond Payment Date” means an Interest Payment Date and/or a Principal Payment Date.

“Bond Register” means the bond register as defined in Section 2.06 hereof.

“Bonds” means the Series 2017 Bonds and Additional Bonds, if any, issued hereunder.

“Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Issuer or the Trustee, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

“Business Day” means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the city in which the principal corporate trust office of the Trustee is located are required by law or authorized to remain closed, or (c) any day on which the New York Stock Exchange is closed.

“City” means the City of Lakeland, Tennessee, a political subdivision duly organized and existing under the laws of the State, in its capacity as lessee under the Lease, and any public body or public corporation succeeding to its rights and obligations under the Lease. Any reference herein to the “governing body” of the City shall refer to the City Commission, and to any successor governing body as authorized by applicable law.

“City Commission” means the Board of Commissioners of the City or any successor to its powers, duties or obligations under applicable law.

“City Resolution” means the resolution adopted by the City Commission on December 5, 2017 approving the Lease, the Interlocal Agreement, the Sublease, and the Escrow Agreement, requesting the issuance of the Series 2017 Bonds, and levying the direct annual tax on all taxable property within the corporate limits of the City pursuant to Section 7-53-311, Tennessee Code Annotated, as amended.

“Code” means the Internal Revenue Code of 1986, as amended and supplemented from time to time, and any applicable regulations thereunder.

“Completion Certificate” means the certificate delivered by or at the direction of the Authorized BOE Representative pursuant to Section 4.08 hereof evidencing completion of the Projects.

“Construction” (and other forms of the word “construct”), when used with respect to any portion of the Projects, means and includes, without limitation, the acquisition, construction, improvement and equipping of the Projects on the Site.

“Construction Fund” means the fund of that name created by Section 4.07 hereof.

“Costs of Construction” with respect to the Leased Property include, but are not limited to the following:

(i) obligations of the City, the BOE or the Issuer incurred for labor and materials (including reimbursements payable to the Issuer, the BOE or the City for costs paid prior to the original issuance of the Bonds and payments on contracts in the name of the Issuer, the City, or the BOE properly chargeable to a capital account in respect of the Leased Property) in connection with the Leased Property;

(ii) the cost of performance or other bonds and any and all types of insurance (including but not limited to title insurance) that may be necessary or appropriate to have in effect during the construction period for the Projects;

(iii) all costs of acquiring, planning, designing, constructing, and renovating the Leased Property, including architectural, planning, engineering, legal and fiscal advisors' fees and the costs incurred by the City, the BOE or the Issuer for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper and timely completion of the Projects;

(iv) all Costs of Issuance;

(v) payment of the cost of equipment and furnishings for the Projects and all other costs authorized by the Act or other applicable law that are considered to be a part of the costs of the Projects in accordance with generally accepted accounting principles and that will not adversely affect the excludability from gross income for federal income tax purposes of interest on the Bonds, including but not limited to interest (exclusive of accrued interest, if any, paid upon initial delivery of the Bonds or upon initial delivery of any other Series of Bonds hereunder) accruing on the Bonds during the period required to complete the Projects and for not more than twelve (12) months thereafter;

(vi) all costs of land acquisition including the Site and reimbursements of any such costs.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Issuer or the City relating to the financing of the Leased Property hereunder, including, but not limited to, all costs paid or incurred by the City or the Issuer at any time prior to or after delivery of the Bonds with respect to the issuance, sale and delivery of the Bonds, including, but not limited to, initial or acceptance fees and expenses of the Trustee, the Registration Agent, and escrow agent, costs of legal and other professional services, including financial advisory services, costs of underwriting the Bonds (including underwriting fees or bond discount), premium for bond insurance, if any, costs of preparing the Lease, the Interlocal Agreement, the Sublease, the Escrow Agreement, and this Indenture, and any supplements to any thereof and any other documents in connection with the authorization, issuance and sale of the Bonds, rating agency fees and expenses, recording and filing fees, costs of title insurance, if any, printing and engraving and other fees and costs in connection therewith.

“Costs of Issuance Fund” means the fund created by Section 4.09 hereof.

“Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

“DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

“DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

“Direct Tax” means the direct annual tax levied on all taxable property within the corporate limits of the City by the City Resolution authorized by Section 7-53-311 of the Act and pledged by the City to the payment of Lease Payments under the Lease..

“Escrow Agreement” means the Escrow Agreement, dated as of the December __, 2017 between the City and U.S. Bank National Association, as escrow agent pursuant to which proceeds of the Series 2017 Bonds will be deposited in payment for the Site and the Middle School Project.

“Event of Default” is defined in Section 9.01 hereof.

“Fiscal Year” means the twelve-month period used from time to time by the City for its financial accounting purposes with respect to the Leased Property, such period currently extending from July 1 to the next succeeding June 30.

“Indenture” means this Indenture of Trust, dated as of December 1, 2017 between the Issuer and the Trustee, as amended and supplemented by Supplemental Indentures.

“Interlocal Agreement” means the interlocal cooperation agreement, dated as of December 1, 2017, entered into among the IDB, the City and the BOE designating the BOE as agent of the IDB for the purpose of overseeing and managing the development, acquisition, construction, and equipping of the Projects.

“Interest Payment Date(s)” means with respect to the Series 2017 Bonds, March 1 and September 1 of each year so long as any of the Series 2017 Bonds are outstanding, commencing September 1, 2018

and any Interest Payment Dates designated by Supplemental Indenture in connection with the issuance of Additional Bonds.

“Issuer” means The Industrial Development Board of the City of Lakeland, Tennessee, a public corporation duly organized and existing under the laws of the State of Tennessee for the purpose, among others, of financing, owning, leasing and/or disposing of properties such as the Projects in accordance with the Act, and any successor to the duties or functions of the Issuer.

“Lease” means that certain Lease Agreement, dated as of December 1, 2017, between the City and the Issuer with respect to the lease purchase by the City of the Leased Property described therein from the Issuer, including the Exhibits and Schedules attached thereto and incorporated therein, and any amendments and supplements thereto as therein and herein provided.

“Lease Payments” means the Base Rentals and Additional Rentals required to be made by the City under the Lease.

“Leased Property” means the Projects and the Site, collectively, leased and to be leased to the City pursuant to the Lease.

“Notice by Mail” or “notice” of any action or condition “by Mail” means a written notice meeting the requirements of this Indenture mailed by first-class mail, postage prepaid, to the owners of specified Bonds, at the addresses shown in the Bond Register.

“Officer's Certificate” when used with respect to the City means a certificate signed by the Authorized City Representative or, when used with respect to the Issuer, the Authorized Issuer Representative, or with respect to the BOE means a certificate signed by the Authorized Representative of the BOE and delivered to the Trustee.

“Option Price” means the price (to be calculated by the Trustee sufficient to optionally redeem all outstanding Bonds at par, plus redemption premium, if any, plus accrued interest on an applicable Optional Redemption Date in accordance with Article VI hereof and Section 14.01 of the Lease, together with certain other amounts payable pursuant to Section 14.01 of the Lease and any other payments due and owing under the Indenture) at which the City may elect to purchase the Leased Property from the Issuer on the Optional Payment Date designated by the City pursuant to Section 14.01 of the Lease prior to the scheduled payment of all sums to be paid for the Leased Property. In the event of a partial redemption of the Bonds or the issuance of the Additional Bonds as provided in the Indenture, the Option Price is required to be recalculated by the Trustee and provided to and be binding upon the City as more fully set forth in Section 6.06 hereof and Section 4.01(c) of the Lease.

“Optional Payment Date” means the Business Day which the City may elect, pursuant to Section 14.01 of the Lease, to purchase the Leased Property for the Option Price.

“Optional Redemption Date” means any date on or after March 1, 20__ on which the Issuer elects to redeem Series 2017 Bonds, at the direction of the City, pursuant to Section 6.02 hereof, and such other date or dates as set forth in a Supplemental Indenture in connection with the issuance of Additional Bonds.

“Outstanding” when used with respect to Bonds means, as of the date of determination, all Bonds which have theretofore been duly authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds theretofore cancelled and delivered to the Registration Agent or delivered to the Registration Agent for cancellation;

(b) Bonds for the payment or redemption of which cash funds or Government Obligations (as defined in Article VII hereof) in the necessary amount shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) in trust for the owners of such Bonds; provided that if such Bonds are to be redeemed prior to the stated maturity date thereof, notice of such redemption shall have been duly given pursuant to the provisions of this Indenture or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture;

provided, however, that in determining whether the owners of a requisite aggregate principal amount of Bonds outstanding have given any request, demand, authorization, direction, notice, consent or waiver under the provisions hereof or of the Lease, Bonds which are owned by or on behalf of the Issuer, the Trustee or the City shall be disregarded for the purpose of any such determination, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer, the Trustee or the City.

“Participants” shall mean any person for which the Depository holds bonds as a securities depository and shall include DTC Participants.

“Permitted Encumbrances” shall mean, as of any particular time, (i) liens for taxes, assessments and other governmental charges not then delinquent; and (ii) the Lease, this Indenture, the Sublease, and any financing statements naming the Issuer or the City as debtor and naming the Trustee or the Issuer as secured party now or hereafter filed to perfect the security interests granted by this Indenture and the Lease.

“Permitted Investments” means investments authorized under Section 6-56-106, Tennessee Code Annotated, as amended.

“Person” means any natural person, firm, joint venture, association, partnership, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity, including (without limitation) the Issuer, the City, and the BOE.

“Pledged Revenues” means (i) Base Rentals, and (ii) funds on deposit in the Bond Fund.

“Principal Payment Dates” means with respect to the Series 2017 Bonds, March 1 of each year so long as any of the Series 2017 Bonds are outstanding, commencing March 1, 2019 and any Principal Payment Dates designated by Supplemental Indenture in connection with the issuance of Additional Bonds.

“Projects” means (i) the acquisition of (A) a parcel of land located in Shelby County, City of Lakeland, State of Tennessee (the “Site”), to be transferred to the Issuer by the BOE, as more particularly described in Exhibit A attached hereto, and (B) the middle school (the “Middle School Project”) located on the Site, and (ii) the construction and equipping of additional school facilities for grades nine through

twelve and the construction and equipping of improvements to the Middle School Project (collectively, the "School Addition Project") on the Site for the City and the BOE, including all buildings, structures and facilities necessary in connection therewith to be financed with the proceeds from the sale of the Series 2017 Bonds, and any improvements, enlargements, expansions, modifications, alterations or changes in, on or to the foregoing, or repairs, restorations or replacements thereto or thereof.

"Purchase Agreement" means the Bond Purchase Agreement among the Issuer, the City and the Underwriter pursuant to which the Series 2017 Bonds are sold to the Underwriter.

"Rebate Fund" means the fund created by Section 4.12 hereof.

"Registration Agent" means the Trustee, or the agent appointed by the Trustee, at the direction of the City, as agent of the Trustee, to act as registration and paying agent to keep the books for the registration of the Bonds and for the registration of transfer and exchange of the Bonds, and to make payments of principal of, premium, if any, and interest on the Bonds and any successor appointed by the Trustee, at the direction of the City, or in the event that at any time no such agent shall be appointed, the Trustee.

"Regular Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Series" means all of the Bonds designated as being of the same Series authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Series 2017 Bonds" means the \$_____ aggregate principal amount of Public Improvement Bonds, Series 2017 (City of Lakeland School Project) authorized to be issued by the Issuer pursuant to the terms and conditions of Section 2.02 hereof.

"Site" means that certain real property situated in the City, as more particularly described on Exhibit A attached to the Lease.

"Special Record Date" means a special date fixed to determine the names and addresses of owners of Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as provided in Section 2.03(b) hereof.

"State" means the State of Tennessee.

"Sublease" means the Sublease Agreement, dated as of the date hereof, between the City and the BOE of the Leased Property.

"Supplemental Indenture" means any supplement to this Indenture for the purposes set forth in Article XII hereof.

"Tax Certificate" means any agreement or certificate of the Issuer, the City and the BOE that the Issuer, the City and the BOE may execute in order to establish and maintain the excludability from gross income for federal income tax purposes of interest on the Bonds.

"Trust Estate" has the meaning stated in the Granting Clauses hereof.

“Trustee” means U.S. Bank National Association, in its capacity as trustee under this Indenture and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

“Underwriter” means, collectively, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Raymond James & Associates, Inc. and Piper Jaffrey & Co. with respect to the Series 2017 Bonds, and with respect to Additional Bonds, such Underwriter designated in the Supplemental Indenture.

ARTICLE II

THE BONDS

Section 2.01. Authorized Amount of Series 2017 Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Series 2017 Bonds that may be issued hereunder is hereby expressly limited to \$_____ except as provided in Section 2.09 hereof; *provided, however*, that Additional Bonds may be issued as provided in Section 2.13 hereof.

Section 2.02. Issuance of the Series 2017 Bonds.

(a) In order to provide funds to finance the Costs of Construction of the Projects and to pay all or a portion of the Costs of Issuance, there is hereby authorized to be issued a Series of Bonds in the aggregate principal amount of \$_____, which Series of Bonds is hereby designated as “The Industrial Development Board of the City of Lakeland, Tennessee, Public Improvement Bonds, Series 2017 (City of Lakeland School Project)”. The Series 2017 Bonds shall be dated their date of issuance, and shall bear interest from their dated date. The Trustee shall insert the date of registration and authentication of each Series 2017 Bond in the place provided for such purpose in the certificate of authentication on each Series 2017 Bond. Interest on the Series 2017 Bonds shall be payable on each Interest Payment Date and shall be calculated on the basis of a year of 360 days consisting of twelve 30-day months.

The Series 2017 Bonds shall mature on March 1 in each of the years set forth below and shall bear interest at the rates set forth below:

Maturity

Principal Amount

Interest Rate

Maturity

Principal Amount

Interest Rate

(b) The Series 2017 Bonds shall be signed on behalf of the Issuer by the official manual or facsimile signature of its Chairman and attested by the official manual or facsimile signature of its Secretary, and its seal shall be thereunto affixed by the Secretary of the Issuer, which may be by a facsimile of the Issuer's seal which is impressed upon the Series 2017 Bonds. Any such facsimile signature shall have the same force and effect as if said Chairman or Secretary, as the case may be, had manually signed each of said Series 2017 Bonds. The Series 2017 Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed or attested any of the Series 2017 Bonds shall cease to be such officer before the Series 2017 Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the Issuer, such Series 2017 Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the Issuer as though such person who signed or attested the same had continued to be such officer of the Issuer. Also, any Series 2017 Bond may be signed or attested on behalf of the Issuer by any person who on the actual date of the execution of such Series 2017 Bond shall be the proper officer of the Issuer, although on the nominal date of such Series 2017 Bond any such person shall not have been such officer of the Issuer.

(c) The Series 2017 Bonds shall be issuable only as fully registered book-entry Series 2017 Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. The Series 2017 Bonds shall be lettered "R" and shall be numbered consecutively from 1 upward.

Section 2.03. Place of Payment.

(a) The principal of and premium, if any, on the Series 2017 Bonds shall be payable at the designated corporate trust office of the Trustee in Nashville, Tennessee or at such other designated office, upon presentation and surrender thereof.

(b) Interest on the Series 2017 Bonds shall be paid to the Person who is the registered owner thereof as of the close of business on the Regular Record Date for such Interest Payment Date and shall be paid by check or draft drawn on the Trustee, as Registration Agent, and mailed on the Interest Payment Date to the registered owner thereof at the address on the Bond Register or at such other address as is furnished to the Trustee in writing by the registered owner thereof prior to the Regular Record Date, notwithstanding the cancellation of any such Series 2017 Bond upon any exchange or transfer thereof subsequent to the Regular Record Date and prior to such Interest Payment Date, but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the registered owner thereof as of the close of business on the Regular Record Date and shall be payable to the Person who is the registered owner thereof as of the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the owners of the Series 2017 Bonds not less than ten days prior thereto by Mail to each such owner as shown on the Bond Register, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. In the event the Bonds are no longer registered in the name of

DTC or its successor or assigns, if requested by the Holder of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Trustee and written notice of any such election and designated account is given to the Trustee prior to the record date.

(c) The principal of, and premium, if any, and interest on, the Series 2017 Bonds shall be paid in lawful money of the United States of America.

Section 2.04. Book-Entry System. Upon the initial issuance and delivery of the Series 2017 Bonds, the Series 2017 Bonds shall be issued in the name of DTC, as the initial Depository or its nominee, as registered owner of the Series 2017 Bonds, and held in the custody of the Depository or its designee. A single certificate (or such number of certificates required by the procedures of the Depository) will be issued and delivered to the Depository (or its designee) for the Series 2017 Bonds, and the Beneficial Owners will not receive physical delivery of Series 2017 Bond certificates except as provided herein. For so long as the Depository shall continue to serve as securities depository for the Series 2017 Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Series 2017 Bonds is to receive, hold or deliver any Series 2017 Bond certificate. The Issuer, the City and the Trustee will recognize the Depository or its nominee as the Owner for all purposes, including notices.

The Issuer, the City, and the Trustee may rely conclusively upon (i) a certificate of the Depository as to the identity of the Participants in the Book-Entry System with respect to the Series 2017 Bonds and (ii) a certificate of any such Participant as to the identity of, and the respective principal amount of Series 2017 Bonds beneficially owned by, the Beneficial Owners.

Whenever, during the term of the Series 2017 Bonds, the beneficial ownership thereof is determined by a Book-Entry System at the Depository, the requirements in this Indenture of holding, delivering or transferring Series 2017 Bonds shall be deemed modified to require the appropriate person to meet the requirements of the Depository as to registering or transferring the book-entry Series 2017 Bonds to produce the same effect. Any provision hereof permitting or requiring delivery of Series 2017 Bonds shall, while the Series 2017 Bonds are in the Book-Entry System, be satisfied by the notation on the books of the Depository in accordance with applicable state law.

When a Book-Entry System is in effect, the Issuer, the Trustee and the City may treat the Depository (or its nominee) as the sole and exclusive owner of the Series 2017 Bonds registered in its name for the purposes of (i) payment of the principal of, premium, if any, and interest on the Series 2017 Bonds or portion thereof to be redeemed or purchased, (ii) giving any notice permitted or required to be given to Bondholders under this Indenture, and (iii) the giving of any direction or consent or the making of any request by the Bondholders hereunder, and none of the Issuer, the City nor the Trustee, shall be affected by any notice to the contrary. None of the Issuer, the City nor the Trustee will have any responsibility or obligations to the Depository, any Participant, any Beneficial Owner or any other person which is not shown on the Bond Register, with respect to (i) the accuracy of any records maintained by the Depository or any Participant; (ii) the payment by the Depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption of, or interest on, any Series 2017 Bonds; (iii) the delivery of any notice by the Depository or any Participant; (iv) the selection of the Participants or the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2017 Bonds; or (v) any consent given or any other action taken by the Depository or any Participant. The Trustee shall pay all principal of, premium, if any, and interest on the Series 2017 Bonds registered in the name of a nominee of the Depository only to or “upon the order of” the Depository (as

that term is used in the Uniform Commercial Code as adopted in Tennessee), and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of, premium, if any, and interest on such Series 2017 Bonds to the extent of the sum or sums so paid.

The Book-Entry System may be discontinued by the Trustee and the Issuer, at the direction and expense of the City, and the Issuer and the Trustee will cause the delivery of Series 2017 Bond certificates to such Beneficial Owners of the Series 2017 Bonds and registered in the names of such Beneficial Owners as shall be specified to the Trustee by the Depository in writing, under the following circumstances:

(a) The Depository determines to discontinue providing its service with respect to the Series 2017 Bonds and no successor Depository is appointed as described above. Such a determination may be made at any time by giving 30 days' notice to the Issuer, the City and the Trustee and discharging its responsibilities with respect thereto under applicable law; or

(b) The City determines not to continue the Book-Entry System through a Depository.

In the event the Book-Entry System is discontinued, the Trustee shall mail a notice to the Depository for distribution to the Beneficial Owners stating that the Depository will no longer serve as securities depository, the procedures for obtaining Series 2017 Bonds and the provisions of this Indenture which govern the Series 2017 Bonds, including, but not limited to, provisions regarding authorized denominations, transfer and exchange, principal and interest payment and other related matters.

When the Book-Entry System is not in effect, all references herein to the Depository shall be of no further force or effect and the Trustee shall, at the expense of the City, issue Series 2017 Bonds directly to the Beneficial Owners.

Section 2.05. Nature of Obligation; Covenant to Charge Base Rentals and Additional Rentals.

(a) The Issuer has leased the Leased Property to the City pursuant to the Lease, and the City is required pursuant thereto to pay Base Rentals in an amount equal to the principal of, and premium, if any, and interest on, the Bonds as they become due and Additional Rentals in connection with the Leased Property and the operation thereof. The Issuer covenants to charge Base Rentals and Additional Rentals under the Lease sufficient in amount for such purposes and to pay any other obligations hereunder which are to be paid from Base Rentals or Additional Rentals. Except to the extent provided in the Lease, neither the State of Tennessee, nor any political subdivision thereof (other than the City) is obligated to pay any Base Rentals, Additional Rentals or the Option Price due to the Issuer for the use and occupancy of the Leased Property.

(b) The Bonds, together with the interest and premium, if any, thereon, are not general obligations of the Issuer, but are special limited obligations payable solely from the Trust Estate. The Bonds shall be and hereby are secured by the Trust Estate which is hereby specifically pledged, hypothecated, assigned and otherwise secured for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Bonds, except as may be otherwise expressly authorized in this Indenture.

NEITHER THE CITY'S OFFICERS AND AGENTS, NOR OFFICERS, TRUSTEES OR AGENTS OF THE ISSUER OR OF THE CITY, NOR ANY PERSONS EXECUTING THE BONDS OR THE LEASE, SHALL BE LIABLE PERSONALLY ON THE BONDS OR THE LEASE OR SUBJECT

TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS OR THE EXECUTION OF THE LEASE.

(c) The Lease provides that, during the term of the Lease, the City will provide adequate funds to make Lease Payments from the Direct Tax pledged to such Lease Payments in an amount sufficient to pay principal and interest on the Bonds in full when due.

(d) Upon payment in full of all Outstanding Bonds issued to acquire, construct and equip the Projects and payment of all other amounts due under this Indenture, title to the Leased Property shall vest in the City. The Trustee hereby agrees to take any and all action deemed necessary or desirable by the Issuer to accomplish the transfer of title to the City under the Lease.

NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A DIRECT OBLIGATION OF THE CITY TO PAY THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE CITY'S OBLIGATIONS ARE LIMITED TO MAKING LEASE PAYMENTS UNDER THE LEASE.

Section 2.06. The Bond Register. The Issuer shall cause to be kept at the designated corporate trust office of the Trustee, as Registration Agent, a register for the registration, exchange and transfer of Bonds (herein called the "Bond Register"). The names and addresses of the owners of the Bonds, the transfers and exchanges of the Bonds and the names and addresses of the transferees of all Bonds shall be registered in the Bond Register.

Section 2.07. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit B as to the Series 2017 Bonds and as set forth in a Supplemental Indenture as to Additional Bonds, duly executed by the Trustee, shall be entitled to any right or benefit under this Indenture. No Bonds shall be valid or become obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee and any such executed certificate upon any such Bonds shall be conclusive evidence that such Bonds have been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds of any Series issued hereunder.

Section 2.08. Form of Bonds and Temporary Bonds. The Bonds issued under this Indenture shall be substantially in the form set forth in Exhibit B as to the Series 2017 Bonds and as set forth in a Supplemental Indenture as to Additional Bonds, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Bonds of any series may be initially issued in temporary form exchangeable for definitive Bonds of the same series when ready for delivery. The temporary Bonds shall be of such denomination or denominations as may be determined by the Issuer, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Issuer and be authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Issuer issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation in exchange therefor at the principal corporate trust office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same series and maturity of authorized denominations.

Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.09. Transfers and Exchanges of Bonds; Lost, Stolen, Destroyed or Mutilated Bonds.

(a) Subject to the provisions of Section 2.04 hereof relating to the transfer of ownership of Bonds held in the Book-Entry System, the owner of any Bond may transfer such Bond only upon the surrender thereof for cancellation at the principal corporate trust office or such other designated office of the Trustee, except as provided in Section 2.09(d) hereof. Thereupon, the Issuer shall execute in the name of the transferee a new Bond or Bonds in aggregate principal amount equal to the original principal amount of the Bonds so surrendered, the principal amount thereof bearing interest at the same rate or rates as borne by the Bonds so surrendered and of the same Series, designation and maturity as the Bonds so surrendered, and the Trustee shall authenticate and deliver such new Bond or Bonds to such transferee.

(b) The owner of any Bond may at any time surrender such Bond at the principal corporate trust office of the Trustee in exchange for an equal aggregate principal amount of Bonds of the same Series and maturity, and the principal amount thereof bearing interest at the same rate or rates as borne by the Bonds so surrendered, in the form of fully registered Bonds in any authorized denominations.

(c) All Bonds presented or surrendered for transfer or exchange shall be accompanied by a written instrument or instruments of assignment or transfer, in form satisfactory to the Trustee, duly executed by the owner or by such owner's attorney duly authorized in writing. Neither the Issuer nor the Trustee shall be required (i) to issue, register the transfer of or exchange any Bond during the period from the Regular Record Date or the Special Record Date, as the case may be, for an Interest Payment Date to such Interest Payment Date, (ii) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the date of the mailing of a notice of redemption of Bonds selected for redemption under Article VI hereof and ending at the close of business on the day of such mailing or (iii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

(d) If any Bond shall become mutilated, the Issuer, at the expense of the owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled by it and disposed of in accordance with Section 2.10 hereof. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and the Trustee and, if such evidence be satisfactory to both and indemnity as required by Tennessee law and satisfactory to the Trustee shall be given, the Issuer, at the expense of the owner thereof, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof). Any Bond issued under the provisions of this subsection (d) in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the Issuer, and shall be equally and proportionately entitled to the benefits of the Indenture with all other Bonds of the same Series secured by the Indenture. Neither the Issuer nor the Trustee shall be required to treat both the original Series 2017 Bond and any duplicate Bond as being outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

(e) Upon the issuance of a new Bond pursuant to Section 2.09(a), (b) or (d) hereof, the Trustee may require the payment of a sum to reimburse it for, or to provide it with funds for, the

payment of any tax or other governmental charge or any other charges and expenses connected therewith which are paid or payable by the Trustee, and the Trustee may require the Bondowner requesting such transfer or exchange to pay such transfer fee as the Trustee at the time customarily charges for such service.

Section 2.10. Cancellation of Bonds. All Bonds surrendered for the purpose of payment, redemption, transfer or exchange shall be delivered to the Trustee for cancellation or, if surrendered to the Trustee, shall be cancelled by it, and no Bonds shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Indenture. All such cancelled Bonds shall be destroyed by the Trustee, and a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer.

Section 2.11. Ownership. The Person in whose name any Bond shall be registered shall be deemed and treated as the owner thereof for all purposes of this Indenture and neither the Issuer, the Trustee nor the Registration Agent shall be affected by any notice to the contrary. Payment of or on account of the principal of, and premium, if any, and interest on, the Bonds shall be made only to or upon the order in writing of such registered owner or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge such Bond to the extent of the sum or sums paid. For the purpose of any request, direction or consent hereunder, the Trustee and the Registration Agent may deem and treat the registered owner of any Bond as the owner and holder thereof without production of such Bond.

Section 2.12. Delivery of the Series 2017 Bonds; Application of Proceeds of Series 2017 Bonds.

(a) Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Series 2017 Bonds to be issued in the aggregate principal amount of \$_____ and deliver them to the Underwriter as may be directed by the Issuer as hereinafter in this Section provided.

Prior to the delivery on original issuance by the Trustee of any of the Series 2017 Bonds, there shall be or have been delivered to the Trustee:

(i) an original duly executed counterpart of this Indenture, the Lease, the Interlocal Agreement, and the Tax Certificate;

(ii) a copy, duly certified by the Secretary of the Issuer, of the resolution adopted and approved by the Board of Directors of the Issuer authorizing the execution and delivery of the Lease, the Interlocal Agreement, the Sublease, and this Indenture and the issuance, sale, execution and delivery of the Series 2017 Bonds and the Purchase Agreement;

(iii) a copy, duly certified by the Secretary of the BOE, of the resolution adopted and approved by the BOE authorizing the execution and delivery of the Interlocal Agreement and the Sublease;

(iv) a copy, duly certified by the City Recorder of the City of the City Resolution;

(v) a request and authorization to the Trustee on behalf of the Issuer and signed by the Chairman and Secretary of the Issuer to authenticate and deliver the Series 2017 Bonds in the aggregate principal amount of \$_____ to the Underwriter upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization

equal to the purchase price of the Series 2017 Bonds plus accrued interest (if any) thereon to the date of delivery;

(vi) a written opinion of counsel to the City, addressed to the Trustee, to the Underwriter and to Bond Counsel, as to the legal, valid and binding nature of each of the Lease, the Interlocal Agreement, the Purchase Agreement, and the Sublease as against the City, and such other matters as may be reasonably required by Bond Counsel or the Underwriter;

(vii) a written opinion of counsel to the Issuer, addressed to the Trustee, to the Underwriter and to Bond Counsel, as to the due organization and existence of the Issuer, the legal, valid and binding nature of each of the Indenture, the Lease, and the Interlocal Agreement, as against the Issuer, and such other matters as may be reasonably required by Bond Counsel;

(viii) a written opinion of counsel to the BOE, addressed to the Trustee, to the City, to the Underwriter, and to Bond Counsel, as to the due organization and existence of the Issuer, the legal, valid and binding nature of each of the Interlocal Agreement and the Sublease, as against the Issuer, and such other matters as may be reasonably required by Bond Counsel;

(ix) a written opinion of Bass, Berry & Sims PLC, as Bond Counsel to the City in connection with the issuance of the Series 2017 Bonds by the Issuer, addressed to the Underwriter, the Issuer, the City, and the Trustee, to the effect that interest on the Series 2017 Bonds will not be includable in the federal gross income of the owners thereof for federal income tax purposes, assuming continuing compliance by the Issuer, the City and the BOE with the their obligations with respect thereto; and

(x) such other agreements, certificates, documents and opinions as are required to be delivered to the Underwriter, each in form and substance satisfactory to the Trustee, the Underwriter and Bond Counsel and, as to opinions, addressed to the Trustee, to the Underwriter and to Bond Counsel if the Trustee, the Underwriter or the Bond Counsel, respectively, so direct.

(b) A portion of the proceeds of sale of the Series 2017 Bonds shall be paid over to the Trustee and deposited to the credit of the Cost of Issuance Fund and the Construction Fund, each of which is created pursuant to Article IV hereof, as follows:

(i) to the Costs of Issuance Fund, a sum equal to \$_____; and

(ii) to the Construction Fund, a sum equal to \$_____.

(c) The remaining portion of the proceeds of the sale of the Series 2017 Bonds, in an amount equal to \$_____ as payment for the Site and Middle School Project, shall be deposited to the Escrow Agreement, to be applied as required under the Escrow Agreement.

Section 2.13. Additional Bonds.

(a) At any time while there is no Event of Default under this Indenture or the Lease, Additional Bonds may be issued for the purposes set forth in Section 5.02 of the Lease. If it is determined by the City that Additional Bonds should be issued, the City may file with the Issuer and the Trustee an estimate indicating the amount of costs to be incurred for the purposes for which Additional Bonds may be issued.

Thereupon, the Issuer and the City may from time to time agree upon and approve the issuance and delivery of Additional Bonds in such amount as shall be determined by said parties. All Additional Bonds shall be secured by the lien of this Indenture and rank pari passu with the Series 2017 Bonds, and, unless provided otherwise in a supplement to this Indenture, shall be in substantially the same form as the Series 2017 Bonds, but shall bear such date or dates, bear such interest rate or rates, have such maturity date or dates, redemption dates and redemption premiums, and be issued at such prices as shall be authorized by resolution of the Issuer and the City and as shall be set forth in a Supplemental Indenture and an amendment to the Lease; *provided, however*, that (a) no such Additional Bonds shall have a maturity date later than the stated term of the Lease, as may be extended, and (b) the Base Rentals and Additional Rentals made by the City under the Lease shall be payable from the same source of funds.

(b) Upon the execution and delivery in each instance of an appropriate Supplemental Indenture and an amendment to the Lease (such supplements to include Base Rentals sufficient to pay principal and interest due on the Additional Bonds), the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, such Additional Bonds and deliver them to the purchasers thereof as may be directed by the Issuer as hereinafter provided in this Section 2.13. Prior to the delivery on original issuance by the Trustee of each Series of such Additional Bonds, there shall be or have been delivered to the Trustee:

(i) a copy, duly certified by the Secretary of the Issuer, of the resolution adopted and approved by the Board of Directors of the Issuer authorizing (i) the execution and delivery of a Supplemental Indenture establishing the terms of the Additional Bonds and an amendment to the Lease, and (ii) the issuance, sale, execution and delivery of such Series of Additional Bonds;

(ii) a copy, duly certified by the City Recorder of the City of the resolution adopted and approved by the City Commission approving the issuance of such Series of Additional Bonds and authorizing the execution and delivery of an amendment to the Lease;

(iii) a request and authorization to the Trustee on behalf of the Issuer and signed by the Chairman and Secretary of the Issuer to authenticate and deliver such Series of Additional Bonds in the aggregate principal amount designated therein to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization equal to the purchase price of such Series of Additional Bonds plus accrued interest (if any) thereon to the date of delivery;

(iv) an original duly executed counterpart of the Supplemental Indenture establishing the terms of the Additional Bonds and a Tax Certificate with respect to such Series of Additional Bonds;

(v) a written opinion of Bond Counsel, addressed to the Trustee, to the effect that the issuance of such Series of Additional Bonds will not adversely affect the tax-exempt status of interest on any Series 2017 Bonds then outstanding;

(vi) an original duly executed counterpart of an amendment to the Lease providing, among other things, for adjusting the Base Rentals payable by the City under Section 4.01(a) thereof;

(vii) a written opinion of counsel to the City, addressed to the Trustee and Bond Counsel, as to the legal, valid and binding nature of the amendment to the Lease as against

the City and such other matters as may be reasonably required by Bond Counsel and the purchasers of such Series of Additional Bonds;

(viii) a written opinion of counsel to the Issuer, addressed to the Trustee and Bond Counsel, as to the legal, valid and binding nature of the amendment to the Lease and the Supplemental Indenture as against the Issuer and such other matters as may be reasonably required by Bond Counsel and the purchasers of such Series of Additional Bonds;

(ix) a certificate of the City, stating that as of the date of such delivery no event or condition has happened or existing and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Lease; and

(x) such other agreements, certificates, documents and opinions as are required to be delivered to the purchasers of such Series of Additional Bonds, each in form and substance satisfactory to the Trustee and, as to opinions, addressed to the Trustee if the Trustee so directs.

(c) The proceeds of sale of each Series of Additional Bonds shall be deposited by the Trustee in the appropriate funds as provided in the Supplemental Indenture referred to above.

ARTICLE III

GENERAL COVENANTS

Section 3.01. Payment of Bonds. The Issuer hereby covenants to pay promptly the principal of (whether at maturity, by acceleration or call for redemption or otherwise), and premium, if any, and interest on, the Bonds at the places, on the dates and in the manner provided herein and in every Bond issued under this Indenture according to the true intent and meaning thereof, but solely out of the Trust Estate.

Section 3.02. Performance of Issuer's Covenants; Authority. The Issuer shall faithfully observe and perform at all times any and all covenants, conditions and agreements on its part contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its Board of Directors pertaining thereto; *provided, however*, that the liability of the Issuer under any such covenant, condition or agreement for any breach or default by the Issuer thereof or thereunder shall be limited solely to the Trust Estate. The Issuer represents that it is duly authorized under the Constitution and laws of the State of Tennessee, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture, to assign the Lease and to pledge the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken (or if Additional Bonds are issued pursuant to Section 2.13 hereof will be duly taken as provided therein); and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 3.03. Payment of Taxes, Charges, Insurance, etc. Pursuant to Section 7.01 and Section 8.01 of the Lease, the City has agreed to maintain certain insurance and pay all lawful taxes, assessments and charges at any time levied or assessed against or with respect to the Leased Property and the Pledged Revenues, or any part thereof, which might impair or prejudice the lien and priority of this Indenture; *provided, however*, that nothing contained in this Section 3.03 shall require the maintenance of insurance

or payment of any such taxes, assessments or charges if the same are not required to be maintained or paid under the provisions of Section 7.01 or 8.01 of the Lease.

Section 3.04. Maintenance and Repair. Pursuant to the provisions of Section 6.01 of the Lease, the City has agreed at its own expense to maintain, manage and operate the Leased Property in good order, condition and repair, and the City may, at its own expense, make from time to time additions, modifications or improvements to the Leased Property under the terms and conditions set forth in Section 9.01 of the Lease.

Section 3.05. Recordation of the Memorandum of Lease. At the expense of the City, the Issuer will cooperate with the City in performing the City's obligation to cause a Memorandum of Lease, and any other related instruments or documents relating to the assignment made by the Issuer under this Indenture to secure the Series 2017 Bonds, to be recorded and filed in the manner and in the places which may be required by law in order to preserve and protect fully the security of the owners of the Series 2017 Bonds and the rights of the Trustee hereunder and shall copy such filings with the Trustee. The Trustee shall have no duty or obligation, express, implied or otherwise, to determine whether such initial recordings and filings are effective. The Trustee will cause continuations of any financing statements initially filed with respect to the Trust Estate described in this Indenture to be at all times filed in such manner and in such places where the initial financing statements were filed in order to continue the perfection of the security interest created by this Indenture in the Trust Estate described herein in accordance with Section 10.13 hereof. To the extent possible under the Uniform Commercial Code or other applicable law as in effect in the jurisdiction in which the Trust Estate is located, the Trustee will maintain the priority of the security interest created in the Trust Estate as a first lien on the Trust Estate. The Trustee will protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee therein and all rights of the Trustee under this Indenture against all actions, proceedings, claims and demands of all persons. Any fees and expenses incurred by the Trustee pursuant to this Section (other than the fees and expenses incurred in filing continuation statements) will constitute Additional Rentals.

Section 3.06. Inspection of Books. The Issuer covenants and agrees that all books and documents in the possession of the Issuer relating to the Trust Estate, the Leased Property and the Pledged Revenues derived from the Leased Property and the leasing thereof shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 3.07. Rights under the Lease. The Lease, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the City, including provisions that subsequent to the initial issuance of Series 2017 Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Lease may not be amended, changed, modified, altered or terminated (other than as provided therein) without the concurring written consent of the Trustee, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the City under the Lease.

Section 3.08. Warranty. The Issuer has the right, power and authority to grant a security interest in the Trust Estate to the Trustee for the uses and purposes herein set forth. The Issuer warrants that there is no financing statement or other filed or recorded instrument in which the Issuer is named as, or which the Issuer has signed as, debtor now on file in any public office covering any of the Trust Estate excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein, and that the lien and security interest herein created have been duly perfected and are prior to any other.

Section 3.09. Further Assurances. The Trustee will defend its title to the Trust Estate for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever and the Issuer shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, any supplemental indentures, and any further acts, instruments and transfers as the Trustee may reasonably require for the better assurance, transfer, conveyance, pledge, assignment and confirmation to the Trustee of its interest in the Trust Estate. Any and all interest in property acquired after the date of issuance of the Series 2017 Bonds which is of any kind or nature to become subject to the lien of this Indenture will, without any further conveyance, assignment or act on the part of the Issuer or the Trustee, become subject to the lien of this Indenture as fully and completely as though specifically described in this Indenture, but nothing contained in this sentence will be deemed to modify or change the obligations of the Issuer under this Section. Without limiting the foregoing, but in furtherance of the security interest herein granted in the sums due and to become due under the Lease, the Issuer covenants and agrees that it will notify the City of this Indenture pursuant to Section 11.01(c) of the Lease, and that it will direct the City to make all payments of Lease Payments and other sums due and to become due under the Lease directly to the Trustee or as the Trustee may direct or as may be otherwise provided in the Lease.

Section 3.10. Actions with Respect to Trust Estate. The Issuer will not:

(a) declare a default or exercise the remedies of the lessor under, or terminate, modify or accept a surrender of, or offer or agree to any termination, waiver, modification or surrender of, the Lease (except as otherwise expressly provided in the Granting Clauses and Articles VIII and IX hereof) or by affirmative act consent to the creation or existence of any lien (other than the security interest and lien of this Indenture) to secure the payment of indebtedness upon the leasehold or other estate created by the Lease or any part of any thereof; or

(b) receive or collect or permit the receipt or collection of any payment under the Lease (other than to the Trustee hereunder) or assign, transfer or hypothecate (other than to the Trustee hereunder) any Lease Payments or other payment then due or to accrue in the future under the Lease in respect of the Leased Property; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to the Trustee hereunder) its interest in the Leased Property or any part thereof or interest therein or in any amount to be received by it from the disposition of the Leased Property except as provided in the Lease.

Section 3.11. Power of Attorney in Respect of the Lease. The Issuer does hereby irrevocably constitute and appoint the Trustee its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead (a) to ask, demand, collect, receive and receipt for any and all rents, income and other sums which are assigned under the Granting Clauses hereof, and (b) without limiting the provisions of the foregoing clause (a) hereof, during the continuance of any Event of Default under this Indenture, to exercise any remedies available under the Lease as fully as the Issuer could itself do, and to perform all other necessary or appropriate acts with respect to any such remedies, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Issuer or otherwise, which the Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of the Trustee (but only to the extent specifically provided herein) in the Lease and to the Lease Payments under the Lease and other sums and the security intended to be afforded hereby, whether or not the Issuer is in default hereunder.

ARTICLE IV

REVENUES AND FUNDS

Section 4.01. Source of Payment of Bonds. The Base Rentals, in the amount set forth on Schedule 1 to the Lease, required to be paid by the City in accordance with Section 4.01(a) of the Lease are to be remitted directly to the Trustee for the account of the Issuer and deposited into the Bond Fund. The Base Rentals are in an amount equal to the principal of, and premium, if any, and interest on, the Bonds and are assigned to the Trustee and pledged to secure the payment of such principal of, and premium, if any, and interest on, the Bonds. Said pledge shall constitute a first and exclusive lien on the Base Rentals for the payment of the principal of, and premium, if any, and interest on, the Bonds in accordance with the terms hereof. Under the Lease, the City additionally agrees to pay Additional Rentals for all additional amounts and other sums at any time due and owing from or required to be paid by or on behalf of the Issuer under the terms of the Bonds or this Indenture or by the City pursuant to the terms of the Lease.

Section 4.02. Creation of Bond Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated “The Industrial Development Board of the City of Lakeland, Tennessee – Bond Fund”, which shall be used to pay the principal of and interest on the Bonds as herein provided.

Section 4.03. Payments into Bond Fund.

(a) There shall be deposited into the Bond Fund, as and when received, the following:

- (i) all accrued interest to be paid from proceeds of the Bonds;
- (ii) all capitalized interest to be paid from proceeds of the Bonds;
- (iii) any amount in the Construction Fund to be paid into the Bond Fund in accordance with Section 4.08 hereof; and
- (iv) all Base Rentals received by the Trustee under and pursuant to any of the provisions of the Lease or otherwise and all payments received by the Trustee which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund.

(b) The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding, the Issuer will deposit, or cause to be paid to the Trustee for deposit, into the Bond Fund for its account, sufficient sums from the amounts derived from the Lease, but only to the extent provided therein, promptly to meet and pay the principal of, and premium, if any, and interest on, the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues for such purpose from any source other than funds or revenues described above.

Section 4.04. Use of Moneys in Bond Fund.

(a) Except as provided in Section 4.11 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds.

(b) Not later than the fifteenth day of each month in which a Base Rental Payment Date occurs, the Trustee shall prepare and mail a statement of account to the City notifying the City of the amounts of investment earnings and capitalized interest then held in the Bond Fund to be applied as a credit against the City's Base Rentals due on the next succeeding Base Rental Payment Date as provided in Section 4.05 of the Lease and the amount of Base Rentals due on such next succeeding Base Rental Payment Date. There shall be credited against Base Rentals any amount held in the Bond Fund on each Base Rental Payment Date next preceding each respective Interest Payment Date, including: (i) the portion of the proceeds of sale of the Bonds which is deposited in the Bond Fund as accrued interest and as capitalized interest, and (ii) earnings derived from the investment of funds held in the Bond Fund available for such purpose.

(c) The Trustee shall make annual reports to the Issuer and the City of all moneys received and expended by it.

Section 4.05. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby irrevocably authorizes and directs the Trustee to withdraw sufficient moneys from the Bond Fund on each Bond Payment Date to pay the principal of and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 4.06. Notice of Nonpayment of Lease Payments. The Trustee shall give written notice as soon as practicable, but in no event later than one (1) Business Day after the applicable Base Rental Payment Date, to the City in the event any Base Rentals or any portion thereof is not paid when due on the applicable Base Rental Payment Date (including for this purpose any grace period provided under the Lease) and shall specify the amount of the Base Rentals not so paid.

Section 4.07. Creation of Construction Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated "The Industrial Development Board of the City of Lakeland, Tennessee - Series 2017 Bonds Construction Fund", which shall be expended in accordance with the provisions of the Lease and this Article IV. There shall be deposited to the Construction Fund the proceeds of the Series 2017 Bonds in the amount set forth in Section 2.12(b)(ii) hereof. The Trustee is hereby authorized and directed to disburse funds held in the Construction Fund upon receipt of a requisition from an Authorized Representative of the BOE, accompanied by supporting invoices in substantially the form attached hereto as Exhibit C to pay the Costs of Construction.

Section 4.08. Construction of the Projects; Delivery of Completion Certificate. Upon the completion of the Projects as determined by the BOE and as evidenced by the filing with the Trustee of the Completion Certificate of an Authorized BOE Representative stating that the Construction of the Projects has been substantially completed, any moneys remaining in the Construction Fund (except any amounts that the City shall have directed the Trustee to retain for any Cost of Construction not then due and payable) shall, in the case of the Construction Fund, without further authorization, be transferred by the Trustee for deposit into the Bond Fund and applied by the Trustee as directed by an Authorized Representative of the City in conformance with the requirements of this Indenture.

Section 4.09. Creation of Costs of Issuance Fund; Disbursements from Costs of Issuance Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated "The Industrial Development Board of the City of Lakeland, Tennessee – Series 2017 Bonds Costs of Issuance Fund" which shall be expended to pay Costs of Issuance of the Series 2017 Bonds. The Trustee is hereby authorized and directed to disburse funds held in the Costs of Issuance Fund upon receipt of a requisition from an Authorized Representative of the City in substantially the form attached hereto as Exhibit C , accompanied by supporting invoices and payment information for the

Persons to whom payment therefrom is to be made. Any moneys remaining in the Costs of Issuance Fund on December 1, 2018 shall be withdrawn by the Trustee and deposited into the Construction Fund and the Costs of Issuance Fund shall thereupon be closed.

Section 4.10. Creation of Additional Rentals Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated “The Industrial Development Board of the City of Lakeland, Tennessee - Additional Rentals Fund”, which shall be expended in accordance with the provisions of the Lease and this Article IV. The Trustee is hereby authorized and directed to disburse all funds held in the Additional Rentals Fund as described in Section 4.01 of the Lease.

Section 4.11. Moneys to be Held in Trust; Nonpresentment of Bonds.

(a) All moneys required to be deposited with or paid to the Trustee for account to any fund or account referred to in any provision of this Indenture shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, shall, while held by the Trustee or the Registration Agent, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

(b) If any Bonds are not presented for payment when due, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the owners thereof, the Trustee shall hold such funds without liability for interest, for the benefit of the owners of such Bonds, who shall be restricted exclusively to such funds for any claim of whatever nature on or with respect to such Bonds. Subject to escheat, unclaimed property, or similar laws, any moneys deposited with and held by the Trustee for the benefit of such claimants, if any, for four years after the date upon which so deposited shall be repaid to the City upon its written demand, and thereupon and thereafter no such claimant shall have any rights to or in respect of such moneys against the Trustee.

Section 4.12. Rebate Fund.

(a) A special trust fund is hereby established with the Trustee and designated as the “Rebate Fund” and within the Rebate Fund. The Trustee is authorized and directed to receive and hold in the Rebate Fund (i) all payments made by the City pursuant to Section 4.07 of the Lease, and (ii) all earnings on investment of such payments and earnings on reinvestment of such investment earnings.

(b) If directed by the City, on behalf of the Issuer, not later than 60 days after each “computation date” (as defined in the Treasury Regulations relating to Section 148(d) of the Code) the Trustee shall pay to the United States on behalf of the Issuer the amount on deposit in the Rebate Fund with respect to the Series 2017 Bonds and any Additional Bonds.

(c) Moneys and securities held by the Trustee in the Rebate Fund shall not be deemed funds of the Issuer and are not pledged or otherwise subject to any security interest in favor of the Bondholders.

Section 4.13. Repayment to the City. Any amounts remaining in the funds created hereunder after payment or provision for payment in full of the principal of, and premium, if any, and interest on, the Bonds and all other amounts required to be paid hereunder or under the Lease shall be paid immediately to the City.

ARTICLE V

INVESTMENT OF MONEYS

Section 5.01. Permitted Investments. Subject to compliance with the terms and provisions of the Tax Certificate and subject to and in compliance with state law, any moneys held as part of the Bond Fund, the Costs of Issuance Fund and the Construction Fund or any accounts in any thereof or in any other fund or account hereunder shall be invested and reinvested by the Trustee to the extent permitted by law, at the written direction of an Authorized Representative of the City, but only so long as no Event of Default has occurred and is continuing (or by the Trustee after the occurrence and during the continuance of any such Event of Default) in any of the Permitted Investments maturing not later than such times as shall be necessary to provide moneys when needed for payments to be made from each such Fund or other fund or account. Any investment instructions shall be deemed a certification by the City to the Trustee that the referenced investments are Permitted Investments under the Indenture. The Trustee shall not be required to verify receipt of an investment instruction.

All such investments shall at all times be a part of the fund or account (the Bond Fund, the Costs of Issuance Fund, or the Construction Fund, as the case may be) from whence the moneys used to acquire such investments shall have come. All income and profits on such investments, shall be credited to, and all losses thereon shall be charged against, such funds and accounts equal to each fund's or account's respective proportionate contribution thereto. Any such investments shall be made and held by or under the control of the Trustee. Any such investments shall be made by the Trustee in such manner as to assure the availability of moneys to make disbursements from such fund on the anticipated dates of disbursement. The Trustee may make any and all such investments through its trust department or the bond department of any bank or trust company under common control with the Trustee. Notwithstanding anything in this Indenture to the contrary, no investment or use shall be made of any moneys held in any fund or account under this Indenture which would violate the covenant set forth in Section 5.02.

In computing the value of assets in any Fund, investments shall be valued at the fair market value thereof and shall include accrued but unpaid interest on each investment, and all investments (valued as aforesaid) and accrued interest thereon shall be deemed a part of such Funds. Upon the request of the City, the Trustee shall also provide the City with quarterly or other periodic statements showing amounts deposited into and withdrawn from each Fund, the investments made with amounts in each Fund and the investment income received from such investments.

Section 5.02. Arbitrage Covenant. The Issuer and the Trustee jointly and severally covenant and certify to each other and to and for the benefit of the owners of the Bonds from time to time outstanding that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account in connection with or relating to either the Lease or the Bonds, whether or not such moneys were derived from the proceeds of sale of the Bonds or from any other sources, including payments of Base Rentals under the Lease, will not be used in a manner which will cause either the Lease or the Bonds to be classified as "arbitrage Bonds" within the meaning of Section 148(a) of the Code. Pursuant to such covenant, the Issuer and the Trustee obligate themselves to comply throughout the term of the Lease with the requirements of Section 148 of the Code and any regulations promulgated thereunder. The Issuer and the Trustee hereby agree to comply with the terms and provisions of the Tax Certificate; *provided, however,* that compliance by the Trustee with the written direction of the Issuer and the City in accordance with this Indenture shall be deemed to satisfy its compliance obligations under the Tax Certificate and under the Indenture, including this Section 5.02.

ARTICLE VI

REDEMPTION OF SERIES 2017 BONDS

Section 6.01. Redemption of Series 2017 Bonds. No redemption of any Series 2017 Bond shall be made except to the extent and in the manner expressly permitted by this Indenture.

Section 6.02. Optional Redemption of Series 2017 Bonds. The Series 2017 Bonds maturing March 1, 20__ through March 1, 20__ are not subject to redemption prior to maturity at the option of the Issuer. The Series 2017 Bonds maturing March 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the Issuer, upon the direction of the City, in whole or in part, on March 1, 20__, and at any time thereafter, at the redemption price of par, plus accrued interest to the date of redemption.

If less than all the Series 2017 Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Commission of the City. If less than all the principal amount of the Series 2017 Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Series 2017 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Series 2017 Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Series 2017 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2017 Bonds within the maturity to be redeemed shall be selected by the Trustee by lot or such other random manner as the Trustee in its discretion shall determine.

Section 6.03. Mandatory Sinking Fund Redemption of Series 2017 Bonds. Subject to the credit hereinafter provided, the Series 2017 Bonds maturing March 1, 20__ and March 1, 20__ shall be redeemed on the redemption date set forth below opposite the maturity dates, in an aggregate principal amount equal to the dollar amount set forth below opposite the redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the Series 2017 Bonds, or such Person as shall then be serving as the securities depository for the Series 2017 Bonds, shall determine the interest of each Participant in the Series 2017 Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Series 2017 Bonds, the Series 2017 Bonds to be redeemed within a maturity shall be selected by the Trustee by lot or such other random manner as the Trustee in its discretion shall select. The date of redemption and principal amount of Series 2017 Bonds to be redeemed on said date are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Issuer, by delivery of an Officer's Certificate of the City, may (i) deliver to the Trustee for cancellation Series 2017 Bonds of the maturity to be redeemed on March 1, 20__ and March 1, 20__, in any aggregate principal amount desired, and/or (ii) receive credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2017 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than any mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any redemption obligation under this mandatory redemption provision. Each Series 2017 Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such redemption date and any excess shall be credited on future redemption obligations in chronological order and the principal amount of the Series 2017 Bonds to be redeemed by operation of this mandatory redemption provision shall be accordingly reduced. The City, on behalf of the Issuer, shall on or before the forty-fifth (45th) day next preceding each redemption date furnish the Trustee with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this paragraph are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding redemption date.

Section 6.04. Partial Redemption of Bonds. If less than all of the Bonds are called for redemption as provided in Section 6.02, then the portion of any Bond to be redeemed shall be an authorized denomination or any multiple thereof and in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by the minimum authorized denomination. If a portion of a Bond shall be called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof shall be issued to the Bondholder upon the surrender thereof. Notwithstanding the foregoing, as long as DTC or a successor Depository is the registered owner of the Bonds it shall select the Bonds for redemption within particular maturities according to its stated procedures.

Section 6.05. Notice of Redemption; Deposit of Moneys.

(a) Notice of call for redemption, whether optional or mandatory, shall be given by the Trustee not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Trustee as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Trustee no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Trustee to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Trustee shall mail said notices as and when directed by an Authorized Representative of the City pursuant to written instructions (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given to the Trustee at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Trustee). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Trustee for the payment thereof and if notice has been duly provided as set forth herein.

(b) The redemption notice shall contain with respect to each Bond being redeemed, (1) the CUSIP number, (2) the date of issue, (3) the interest rate, (4) the maturity date, and (5) any other descriptive information determined by the Trustee to be needed to identify the Bonds. If a redemption is a Conditional Redemption, the notice shall so state. The Trustee shall also send each notice of redemption at least thirty (30) days before the redemption date to (A) any rating service then rating the Bonds to be redeemed; (B) all of the registered clearing agencies known to the Trustee to be in the business of holding substantial amounts of bonds of a type similar to the Bonds; and (C) one or more national information services that disseminate notices of redemption of bonds such as the Bonds, such services to be identified by the Trustee.

(c) On or before the date fixed for redemption, moneys shall be deposited with the Trustee to pay the principal of, redemption premium, if any, and interest accrued to the redemption date on the Bonds called for redemption. In the case of a Conditional Redemption, the failure of the Issuer or the City to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Section 6.06. Revised Schedule of Base Rentals and Option Price. Upon partial redemption pursuant to Section 6.02 hereof, or the issuance of Additional Bonds pursuant to Section 2.13 hereof, the Issuer shall provide the City and the Trustee with any revised Optional Redemption Date and a revised schedule of Base Rentals and revised Option Price, which schedule shall take into account such redemption or issuance and shall be and become for all purposes thereafter Schedule 1 to the Lease setting forth the Base Rentals.

ARTICLE VII

DISCHARGE OF LIEN

Section 7.01. Discharge of Lien. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid or provision for the unconditional payment made from any source, to or for the Bondowners all principal of, and premium, if any, and interest on, the Bonds at the times and in the manner stipulated therein and herein, and if the Issuer shall not then be in default in any of the other covenants and promises in the Bonds and in this Indenture expressed or implied as to be kept, performed and observed by it or on its part, and if the City shall not then be in default in any of its covenants and promises in the Lease expressed or implied as to be kept, performed and observed by it or on its part, and if the Issuer shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then all rights and obligations of the Issuer, the City and the Trustee under this Indenture and the Lease shall terminate and be of no further force and effect and the Trustee shall cancel and discharge this Indenture and the Lease and execute and deliver to the Issuer such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and reconvey, release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to the Leased Property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except (a) amounts in the Bond Fund required to be paid to the City pursuant to Section 4.11 hereof or (b) moneys or securities held by the Trustee for the payment of the principal of, or premium, if any, or interest on, the Bonds; *provided, however*, that notwithstanding anything herein to the contrary, any deposit of moneys or Government Obligations (as hereinafter defined) as provided herein shall be accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that such deposit will not cause the Bonds to become “arbitrage bonds” within the meaning of Section 148(a) of the Code.

If the Issuer shall pay or cause to be paid, or there shall otherwise be paid or provision for the unconditional payment made from any source, to or for the Bondowners a portion of the principal of, and premium, if any, and interest on, the Bonds at the times and in the manner stipulated therein and herein, and if the Issuer shall not then be in default in any of the other covenants and promises in the Bonds and in this Indenture expressed or implied as to be kept, performed and observed by it or on its part, and if the City shall not then be in default in any of its covenants and promises in the Lease expressed or implied as to be kept, performed and observed by it or on its part, and if the Issuer shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof in connection with the prepayment of a portion of the Lease and redemption of a portion of the Bonds, then all rights and obligations of the Issuer, the City and the Trustee under this Indenture with respect to such portion of the Bonds or any Series of the Bonds shall terminate and be of no further force and effect and the Trustee shall cancel and discharge this Indenture with respect to such portion of the Bonds or any Series of the Bonds and execute and deliver to the Issuer such instruments in writing as shall be requisite to cancel and discharge the lien hereof with respect to such portion of Bonds or any Series of the Bonds, and reconvey, release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture with respect to such portion of Bonds, except (a) amounts in the Bond Fund required to be paid to the City pursuant to Section 4.11 hereof with respect to such portion of Bonds or any Series of the Bonds or (b) moneys or securities held by the Trustee for the payment of the principal of, or premium, if any, or interest on, such portion of the Bonds or any Series of the Bonds; *provided, however*, that notwithstanding anything herein to the contrary, any deposit of moneys or Government Obligations (as hereinafter defined) as provided herein shall be accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that such deposit will not cause the Bonds to become “arbitrage bonds” within the meaning of Section 148(a) of the Code.

Any Bond shall be deemed to be paid, or any portion thereof shall be deemed to be paid, within the meaning of this Article VII when payment of the principal of, and premium, if any, and interest on, the Bond (or such portion thereof) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust in a separate fund established hereunder or under an escrow agreement and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Obligations (provided that such deposit does not, in the opinion of Bond Counsel, adversely affect excludability from gross income of the owners thereof for federal income tax purposes of interest on any of the Bonds or cause the Lease or any of the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148(a) of the Code), as defined hereinafter in this Article VII, which are not callable at the option of the issuer thereof prior to their maturity and which mature and bear interest in such amounts and at such times as will provide such amounts and at such times as will insure the availability of sufficient moneys to make such payment on and prior to the redemption date or maturity date, as the case may be; provided that (i) proper notice of redemption shall have been previously mailed as provided in Section 6.05 hereof or the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to mail notice of redemption as provided in Section 6.05 hereof, and (ii) a verification report shall have been filed with the Trustee from an independent certified public accountant as to the sufficiency of the amounts set forth in (1) or (2) above for the payment of principal of, premium, if any, and interest on the Bonds or portion thereof. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of registration and exchange of Bonds and of any such payment from such moneys or Government Obligations.

Any moneys so deposited with the Trustee as provided in this Article VII may, at the direction of the Issuer and the City and at the option of the Trustee, upon receipt of an opinion of nationally recognized bond counsel that such action will not adversely affect the exclusion of interest on the Bonds

from gross income of the holders thereof, be invested and reinvested only in Government Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Article VII which is not required for the payment of the principal of, or premium, if any, or interest on, the Bonds shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that Fund.

For the purposes of this Article VII the term “Government Obligations” shall mean direct general obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, the guarantee of which constitutes the full faith and credit obligation of the United States of America.

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

ARTICLE VIII

POSSESSION, USE AND PARTIAL RELEASE OF LEASED PROPERTY

Section 8.01. Subordination of Lease to the Indenture. As provided in Section 11.02 of the Lease, the Lease and the City's interest as lessee under the Lease shall at all times be subject to the lien of this Indenture, *provided, however*, that so long as no Event of Default hereunder has occurred and is then continuing the Lease shall remain in full force and effect notwithstanding such subordination, and the City shall not be disturbed by the Issuer or the Trustee in its possession, use and enjoyment of the Leased Property during the term of the Lease or in the enjoyment of its rights under the Lease.

Section 8.02. Release of Site. Reference is made to the provisions of the Lease, including, without limitation, Section 13.01(b) thereof, whereby the Issuer and the City have reserved the right to withdraw certain portions of the Site from the terms of the Lease and the lien hereof upon compliance with the terms and conditions of the Lease. The Trustee shall release from the lien of this Indenture any such portions of the Site upon compliance with the provisions of the Lease and as provided in Section 14.04 hereof.

Section 8.03. Granting or Release of Easements. Reference is made to the provisions of the Lease, including without limitation Section 13.01(c) thereof, whereby the City may grant or release easements and take other action upon compliance with the terms and conditions of the Lease. The Trustee shall execute or confirm the grants or releases of easements, licenses, rights-of-way and other rights and privileges permitted by Section 13.01(c) of the Lease, upon compliance with the provisions of the Lease and as provided in Section 14.04 hereof.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default Defined. The occurrence of any of the following events shall constitute an “Event of Default” under this Indenture:

(a) Default in the payment of the principal of or premium, if any, on any Bond when the same shall become due and payable, whether at the stated maturity date thereof, call for redemption (other than a Conditional Redemption) or otherwise; or

(b) Default in the payment of any interest on any Bond when the same shall become due and payable; or

(c) The occurrence of any Event of Default as such term is defined in the Lease; or

(d) Subject to the provisions of Section 9.11 hereof, default in the payment, performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained and the continuance thereof for a period of ninety (90) days after written notice to the Issuer and the City given by the Trustee or to the Trustee, the Issuer and the City by the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding.

Section 9.02. Remedies Upon Default. Upon the occurrence and during the continuance of any Event of Default hereunder, but subject always to Article X hereof, the Trustee shall have all the rights and remedies with respect to the Trust Estate as the Issuer, as lessor, with respect to the Lease Payments and the City under the pertinent provisions of the Lease and the Act and subject to the restrictions and limitations therein provided.

Section 9.03. Other Remedies.

(a) Upon the occurrence of an Event of Default if indemnified as provided herein, the Trustee may pursue any available remedy by suit at law or equity to enforce the payment of the principal of, and premium, if any, and interest on, the Bonds then outstanding or payment of other sums due hereunder, including, without limitation, mandamus and an action for specific performance of any agreement herein or in the Lease.

(b) Upon the occurrence of an Event of Default, if requested to do so by the owners of at least 25% in aggregate principal amount of Bonds then outstanding and if indemnified as provided herein, the Trustee shall exercise such one or more of the rights and powers conferred by this Article as the Trustee, upon being advised by counsel, shall deem in the interests of the Bondowners.

Section 9.04. Remedies Not Exclusive. The Trustee shall be entitled to enforce payments and performance of any obligations secured hereby and to exercise all rights and powers under this Indenture or under the Lease or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be otherwise secured, whether by pledge, lien, assignment or otherwise. Neither the acceptance of this Indenture nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect the Trustee's right to realize upon or enforce any other security now or hereafter held by the Trustee, it being agreed that the Trustee shall be entitled to enforce this Indenture and any other security now or hereafter held by the Trustee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy herein or by law or in equity provided or permitted, but each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Indenture or the Lease or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee and the Trustee may pursue inconsistent remedies.

Section 9.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be deposited in the Bond Fund. After payment of costs and expenses of suit, if any, and of all expenses, liabilities and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Trustee or the owner or owners of the Bonds, and of all taxes, assessments or liens superior to the lien of these presents, and of all Additional Rentals subject to the lien hereof owed and of all amounts advanced by the Trustee to protect the Trust Estate or any of its and the Bondowners' rights with respect thereto, all moneys remaining in the Bond Fund shall be applied as follows:

First, to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds;

Second, to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment of such principal, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege; and

Third, to the extent permitted by law, to the payment to the Persons entitled thereto of the unpaid interest on overdue installments of interest ratably, according to the amounts of such interest due on such date, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Series 2017 Bond until such Series 2017 Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of, and premium, if any, and interest on, all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee and all other amounts due under the Indenture have been paid, any balance remaining in the Bond Fund shall be paid to the City as provided in Section 4.13 hereof.

Section 9.06. Right of Bondowners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of the Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and provision of indemnification as provided herein, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the appointment of a receiver or any other proceedings hereunder;

provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 9.07. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit (subject to the provisions of Section 9.05 hereof) of the owners of the then outstanding Bonds.

Section 9.08. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture at law or in equity and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee, the City and the Bondowners shall be restored to their former positions and rights hereunder respectively with regard to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.09. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (1) more than 50% in aggregate principal amount of all Bonds then outstanding in respect of which a default exists in the payment of principal and/or premium, if any, and/or interest and the provision of indemnification as set forth herein, or (2) more than 25% in aggregate principal amount of all Bonds then outstanding in the case of any other Event of Default; *provided, however,* that there shall not be waived (a) any Event of Default in the payment of the principal of any outstanding Bonds or (b) any default in the payment when due of the interest on any such Bonds unless, prior to such waiver or rescission, all arrears of interest (including any interest on overdue principal at the rate provided in Section 2.02(a) hereof) or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the City and the Bondowners shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 9.10. Rights and Remedies of Bondowners. No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified, or of which it is deemed to have notice, (b) such default has become an Event of Default and the owners of at least 25% in aggregate principal amount of Bonds then outstanding have made written request to the Trustee and have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such owners have offered to the Trustee indemnity as provided for herein and (d) the Trustee thereafter has failed or refused to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name or in the name of such owners. Such notification, request and offer of indemnity as set forth above, at the option of the Trustee, shall be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted and maintained in the

manner herein provided and for the equal benefit of the owners of all Bonds then outstanding. Nothing in this Indenture shall, however, affect or impair the right of any Bondowner to enforce, by action at law or in equity, payment of the principal of, and premium, if any, and interest on, any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of, and premium, if any, and interest on, each of the Bonds issued hereunder to the respective owners thereof at the time, place, from the source and in the manner expressed herein and in the Bonds.

Section 9.11. Notice of Defaults Under Section 9.01(d); Opportunity of the City to Cure Defaults. Anything herein to the contrary notwithstanding, no default under Section 9.01(d) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee or by the owners of not less than a majority in aggregate principal amount of all Bonds then outstanding to the Issuer and the City, and the City shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected or if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

ARTICLE X

THE TRUSTEE

The Trustee accepts the trusts hereunder and agrees to perform the same, but only upon the terms and conditions hereof, including the following, to all of which the Issuer and the respective owners of the Bonds at any time outstanding by their acceptance thereof agree:

Section 10.01. Duties of the Trustee. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. Following an Event of Default, the Trustee is under no obligation to enforce the Indenture or the Lease with respect to which such Event of Default has occurred except as it may be directed pursuant to Section 10.02(i) hereof; *provided, however*, that the Trustee shall continue at all times to perform its customary duties as provided herein.

Section 10.02. Trustee's Liability.

(a) The Trustee shall be responsible only for the performance of such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee and the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants shall be read into this Indenture against the Trustee. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such rights and powers vested in it by this Indenture in accordance with the terms of this Indenture, and use the same degree of care and skill in the exercise of such rights and powers as an ordinary, prudent man would exercise or use in the conduct of his own affairs.

(b) In the absence of bad faith on the part of the Trustee, the Trustee may rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon, any resolution, Officer's Certificate, opinion of counsel, certificate, request, notice, consent, waiver, order, signature guaranty, notarial seal, stamp, acknowledgment, verification, appraisal, report or other paper or document believed by the Trustee to be genuine and to have been signed, affixed or presented by the proper party or parties.

(c) In the absence of bad faith on the part of the Trustee, whenever the Trustee, or any of its agents, representatives, experts or counsel, shall consider it necessary or desirable that any matter be proved or established, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officer's Certificate; *provided, however*, that the Trustee, or such agent, representative, expert or counsel, may require such further and additional evidence and make such further investigation as it or they may consider reasonable.

(d) The Trustee may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel.

(e) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any direction or request of the owners of the Bonds.

(f) The Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee.

(g) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder or under the Lease unless and until an officer of the Trustee who customarily handles corporate trusts shall have actual knowledge thereof or the Trustee shall have received written advice thereof from the owner of any Bond, the Issuer or the City.

(h) Whether or not an Event of Default shall have occurred, the Trustee shall not be under any obligation to take any action under this Indenture which may involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it by the security afforded to it by the terms of this Indenture, unless and until it is requested in writing so to do by one or more owners of Bonds outstanding hereunder and furnished, from time to time as it may require, with reasonable security and indemnity.

(i) Whether or not an Event of Default shall have occurred, whenever it is provided in this Indenture that the Trustee consent to any act or omission by any Person or that the Trustee exercise its discretion in any manner, the Trustee may (but need not) seek the written acquiescence of the owner or owners of at least a majority in aggregate principal amount of the Bonds then outstanding and, unless written evidence of such acquiescence has been received by the Trustee, it shall be fully justified in refusing so to consent or so to exercise its discretion, *provided, however*, the owners of not less than a majority in principal amount of the Bonds from time to time outstanding have the right, upon furnishing to the Trustee such indemnification as the Trustee shall reasonably request, by an instrument in writing delivered to the Trustee, to determine which of the remedies herein set forth shall be adopted and to direct the time, method and place of conducting all proceedings to be taken under the provisions of this Indenture for the enforcement thereof or of the Bonds; provided further, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceedings so directed may not lawfully be taken or would be prejudicial to owners of Bonds not parties to such direction.

(j) The Bondowners shall not have any right to institute any action or proceedings at law or in equity for the execution and enforcement of the trusts hereby created unless, within sixty (60) days after a direction in writing by the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding, the Trustee has failed or refused to institute the action on behalf of such Bondowners.

(k) IN NO EVENT SHALL THE TRUSTEE BE LIABLE TO ANY PARTY OR THIRD PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF BUSINESS ARISING UNDER OR IN CONNECTION WITH THIS INDENTURE, EVEN IF PREVIOUSLY INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

(l) The Trustee shall not sell, mortgage, transfer, assign or hypothecate its interest herein or in the Pledged Revenues or the Leased Property or any part of any thereof or any interest therein or in any amount to be received by it from the disposition of the Leased Property, except as provided herein with respect to the enforcement of its rights and remedies hereunder.

Section 10.03. No Responsibility of Trustee for Recitals.

(a) The recitals and statements contained herein and in the Bonds shall be taken as the recitals and statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same, nor shall the Trustee have any responsibility for or any liability with respect to any disclosure, warranty, representation or concealment or failure to disclose in connection with the offering, solicitation, sale or distribution of the Bonds.

(b) The Trustee makes no representations as to the validity or sufficiency of this Indenture, or of the Bonds secured hereby, the security hereby or thereby afforded, the interest of the Issuer in the Trust Estate or the descriptions thereof, or the filing or recording or registering of this Indenture or any other document. The Trustee shall not be required to undertake any act or duty to insure or cause to be insured any of the Leased Property or to maintain, repair or otherwise take care of any of the Leased Property.

(c) The Trustee shall not be concerned with or accountable to anyone for the use or application of any deposited moneys which shall be released or withdrawn in accordance with the provisions of this Indenture or the proceeds thereof which shall be released from the lien hereof in accordance with the provisions of this Indenture.

(d) The Trustee shall not be liable to anyone for any delay in the construction of the Projects, or for any default on the part of any supplier or manufacturer thereof, or for any defect in any portion of the Leased Property or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the title thereto.

Section 10.04. Compensation and Expenses of Trustee; Indemnification. The Trustee shall be entitled to reasonable compensation for its services hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and to reimbursement for all reasonable expenses incurred hereunder, and as Registration Agent, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its powers and duties hereunder. Before taking any action with respect to an Event of Default, at the request or direction of any Bondholder, the Trustee may require that a satisfactory indemnity bond be furnished by the Holders of the Bonds (or other Person acceptable to the Trustee) for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, by reason of any action so taken.

Section 10.05. Status of Moneys Received. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law or as provided

herein, and may be deposited by the Trustee under such general conditions as may be prescribed by law in the Trustee's general banking department, and the Trustee shall be under no liability for interest on any moneys received by it hereunder. The Trustee and any affiliated corporation may become the owner of any Bond secured hereby and be interested in any financial transaction with the Issuer or the City, or the Trustee may act as depositary or otherwise in respect of other securities of the Issuer or the City, all with the same rights which it would have if it were not the Trustee.

Section 10.06. Resignation of Trustee. The Trustee may resign and be discharged from the trusts created hereby by delivering sixty (60) days prior written notice thereof, by Mail, to the Issuer, the City and all owners of Bonds at the time outstanding. Such resignation shall take effect only upon the appointment of a successor Trustee and the acceptance of such appointment by such successor Trustee.

Section 10.07. Removal of Trustee. The Trustee may be removed at any time, for or without cause, by an instrument or instruments in writing executed by the owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding or by the City and delivered to the Trustee with a copy to the Issuer and the City, specifying the removal, and such removal shall take effect only upon payment of all the fees and expenses of the Trustee, the appointment of a successor Trustee and the acceptance of such appointment by such successor Trustee.

Section 10.08. Appointment of Successor Trustee. In case at any time the Trustee shall resign or be removed or become incapable of acting, a successor Trustee may be appointed by the owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding or by the City by an instrument or instruments in writing and filed with such successor Trustee, the Issuer and the City.

If a successor Trustee shall not be appointed pursuant to this Section within sixty (60) days after a vacancy shall have occurred in the office of the Trustee, the owner of any Bond or such retiring Trustee (unless the retiring Trustee is being removed) may apply to any court of competent jurisdiction to appoint a successor Trustee, and such court may thereupon, after such notice, if any, as it may consider proper, appoint a successor Trustee.

Section 10.09. Succession of Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and the predecessor Trustee an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed, conveyance or transfer, shall become vested with the title to the Trust Estate, and with all the rights, powers, trusts, duties and obligations of the predecessor Trustee in the trust hereunder, with like effect as if originally named as Trustee herein.

Upon the request of any such successor Trustee, however, the Issuer and the predecessor Trustee shall execute and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee the predecessor Trustee's interest in the Trust Estate and all such rights, powers, trusts, duties and obligations of the predecessor Trustee and the predecessor Trustee shall also assign and deliver to the successor Trustee any Leased Property subject to the lien of this Indenture which may then be in its possession.

Section 10.10. Eligibility of Trustee. Every Trustee so provided hereunder shall be a state or national bank or trust company in good standing organized under the laws of the United States of America or of any state thereof, having a combined capital and surplus aggregating at least \$75,000,000 or having not less than \$250,000,000 principal amount of bonds under corporate trust management, if there be such a bank or trust company willing and able to accept such trust upon reasonable and customary terms.

In case the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 10.06 hereof.

Section 10.11. Successor Trustee by Merger. Any corporation into which the Trustee may be merged or with which it may be consolidated or converted, or any corporation resulting from any merger, consolidation or conversion to which the Trustee shall be a party, or any state or national bank or trust company in any manner succeeding to the corporate trust business of the Trustee as a whole or substantially as a whole, if eligible as provided in Section 10.10 hereof, shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto, anything to the contrary contained herein notwithstanding.

Section 10.12. Co-Trustees. At any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Issuer and the Trustee jointly shall have power, and shall execute and deliver all instruments, to appoint one or more persons approved by the Trustee, to act as co-trustee, or co-trustees, jointly with the Trustee, or separate trustee or separate trustees, of all or any part of the Trust Estate, and to vest in such person or persons, in such capacity, such interest in the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable.

Section 10.13. Financing Statements. The Trustee shall cause appropriate continuation statements to be duly filed and recorded in the public offices where the original financing statements were filed. The City has agreed to pay as Additional Rentals under the Lease any fees of the Trustee in connection with the filing of continuation statements and to reimburse the Trustee for any expenses, including reasonable attorney's fees, incurred by the Trustee in connection with such filings.

Section 10.14. Designation and Succession of Registration Agents; Agreement with Registration Agent.

(a) Pursuant to the provisions hereof, the Trustee shall act as the initial Registration Agent for the Bonds. Any bank or trust company with or into which any Registration Agent may be merged or consolidated, or to which the assets and business of such Registration Agent may be sold, shall be deemed the successor of such Registration Agent for the purposes of this Indenture. If the position of Registration Agent shall become vacant for any reason, the Issuer shall appoint a bank or trust company to fill such vacancy at the direction of the City. The City shall have the right at any time to direct the Trustee to appoint or remove any Registration Agent.

(b) The appointment and designation of any Registration Agent, other than the Trustee, shall become effective upon the filing of written notice of such appointment and designation, together with a certified copy of the written acceptance of such appointment and designation, with the Trustee and the Registration Agent. Any Registration Agent, other than the Trustee, shall designate in writing to the Trustee and the Registration Agent its principal office for purposes of this Indenture. Any Registration Agent may at any time resign by giving written notice of resignation to the Trustee, the Registration Agent, the Issuer and the City.

(c) The appointment of a Registration Agent other than the initial appointment of a Registration Agent under this Indenture shall become effective upon the last to occur of the filing of written notice of such appointment, together with a certified copy of a written acceptance of such appointment, with the Issuer or the giving of a notice by Mail of such appointment to all Bondowners. Any Registration Agent may at any time resign or be removed as provided in Section 10.15 hereof.

(d) The Registration Agent shall enjoy the same protective provisions in the performance of its duties hereunder as are specified in Section 10.02 hereof with respect to the Trustee insofar as such provisions may be applicable.

(e) The Trustee will cause each Registration Agent, other than the Trustee, to execute and deliver to the Trustee an instrument in which such Registration Agent shall agree with the Trustee, subject to the provisions of this Section, that such Registration Agent will:

(1) hold all sums held by it for the payment of principal of, and premium, if any, and interest on, the Bonds, in trust for the benefit of the Bondowners entitled thereto until such sums shall be paid to such Bondowners or shall otherwise be disposed of as herein provided;

(2) keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection by the City and the Trustee at all reasonable times; and

(3) upon the written request of the Trustee, forthwith deliver to the Trustee all sums so held in trust by such Registration Agent.

(f) The Issuer shall cooperate with the Trustee and the City to cause the necessary arrangements to be made and to be thereafter continued whereby funds derived from the sources specified in Sections 4.03 and 4.04 hereof will be made available for the payment when due of the principal of, and premium, if any, and interest on, the Bonds as presented at the designated corporate trust office of the Registration Agent.

Section 10.15. Qualifications of Registration Agent; Resignation; Removal. The Registration Agent shall be a corporation duly organized under the laws of the United States of America or any state or territory thereof, having a combined capital stock and surplus of at least \$75,000,000 or have not less than \$250,000,000 principal amount of bonds under corporate trust management, and authorized by law to perform all the duties imposed upon it by this Indenture. The Registration Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty (60) days notice to the Issuer, the Trustee and the City and giving notice by Mail to the Bondowners. The Registration Agent may be removed at any time by the City or the Issuer by an instrument, signed by the City or the Issuer, filed with the Registration Agent and the Trustee.

In the event of the resignation or removal of the Registration Agent, the Registration Agent shall deliver any Bonds and the registration books held by it in such capacity to its successor or, if there be no successor, to the Trustee.

In the event that the Issuer, at the direction of the City, shall fail to appoint a Registration Agent hereunder, or in the event that the Registration Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Registration Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer, at the direction of the City, shall not have appointed a successor as Registration Agent, the Trustee shall ipso facto be deemed to be the Registration Agent for all purposes of this Indenture until the appointment by the Issuer of the Registration Agent or successor Registration Agent, as the case may be.

ARTICLE XI

LIMITATIONS OF LIABILITY OF ISSUER

Section 11.01. Limitations of Liability of Issuer. All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Indenture shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the Issuer, and not of any officer, trustee, employee or agent of the Issuer, nor of any incorporator, trustee, employee or agent of any successor corporation to the Issuer, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other document executed in connection herewith. Any and all personal liability or obligation, whether in common law or in equity or by reason of statute or constitution or otherwise, of any such person is hereby expressly waived and released by the Bondowners as a condition to and consideration for the issuance of the Bonds and the execution of this Indenture and the Lease. The Trustee and the Bondowners agree to look solely to the Trust Estate, including the Pledged Revenues, for the payment of said interests or the satisfaction of such liability; *provided, however*, nothing herein contained shall limit, restrict or impair the rights of the Bondowners or the Trustee to exercise all rights and remedies provided under this Indenture or the Lease or otherwise realize upon the Trust Estate; and provided further that the Trustee may join the Issuer and the City and their officers, trustees, agents and employees, in their capacities as officers, trustees, agents and employees of the Issuer or the City, as defendants in any legal action it undertakes to enforce its rights and remedies hereunder.

ARTICLE XII

SUPPLEMENTAL INDENTURES; WAIVERS

Section 12.01. Supplemental Indentures Without Bondowner Consent. The Issuer and the Trustee from time to time and at any time with the prior written consent of the City, but without the consent of or notice to any Bondowners and subject to the restrictions in this Indenture contained, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof for any one or more or all of the following purposes:

- (a) to add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon, the Issuer;
- (b) to subject to the lien of this Indenture additional funds hereafter acquired by the Issuer and intended to be subjected to the lien of this Indenture and to correct and amplify the description of any funds subject to the lien of this Indenture;
- (c) to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect;
- (d) to cure any ambiguity or cure, correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture or to make such other provisions in regards to matters or questions arising under this Indenture or any supplemental indenture as shall not adversely affect the interest of any Bondowner;
- (e) to comply with any additional requirements necessary to maintain the excludability of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes;

- (f) to authorize the issuance of Additional Bonds; and
- (g) to authorize any change that does not materially adversely affect the rights of any Bondowner;

and the Issuer covenants to perform all requirements of any such supplemental indenture. No restriction or obligation imposed upon the Issuer may, except as otherwise provided in this Indenture, be waived or modified by such supplemental indentures or otherwise.

Section 12.02. Waivers and Consents by Bondowners; Supplemental Indentures with Bondowners' Consent. Upon the prior written waiver or consent of the owners of at least a majority in aggregate principal amount of the Bonds then outstanding (a) the Issuer may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Indenture or any indenture supplemental hereto, or (b) the Issuer and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding, changing or eliminating any provisions of this Indenture or of any indenture supplemental hereto or modifying in any manner the rights and obligations of the owners of the Bonds and the Issuer; provided, that no such waiver or supplemental indenture shall (i) impair or affect the right of any owner to receive payments or prepayments of the principal of, and premium, if any, and interest on, such owner's Bonds, as therein and herein provided, without the consent of such owner, (ii) permit the creation of any lien with respect to any of the Trust Estate, without the consent of the owners of all the Bonds at the time outstanding, (iii) effect the deprivation of the owner of any Bond of the benefit of the lien of this Indenture upon all or any part of the Trust Estate without the consent of such owner, (iv) reduce the aforesaid percentage of the aggregate principal amount of Bonds, the owners of which are required to consent to any such waiver or supplemental indenture pursuant to this Section, without the consent of the owners of all of the Bonds at the time outstanding or (v) modify the rights, duties or immunities of the Trustee without the consent of the Trustee and the owners of all of the Bonds at the time outstanding.

Section 12.03. Notice of Supplemental Indentures. Promptly after the execution by the Issuer and the Trustee of any supplemental indenture or agreement pursuant to the provisions of Section 12.01 or 12.02 hereof, the Trustee shall give written notice, setting forth in general terms the substance of such supplemental indenture, together with a conformed copy thereof, by Mail to each owner of the Bonds. Any failure of the Trustee to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture or agreement.

Section 12.04. Opinion of Counsel Conclusive as to Supplemental Indentures. The Trustee is hereby authorized to join with the Issuer in the execution of any such supplemental indenture authorized or permitted by the terms of this Indenture and to make the further agreements and stipulations which may be therein contained, and the Trustee may receive an opinion of counsel selected by the Trustee (which may be counsel for the City or the Issuer) as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article XII complies with the requirements of this Article XII.

ARTICLE XIII

AMENDMENT OF LEASE

Section 13.01. Amendments to Lease Not Requiring Consent of Bondowners. The Issuer and the City may, with the prior written consent of the Trustee, but without the consent of or notice to the Bondowners, consent to any amendment, change or modification of the Lease as may be permitted or required by the provisions of the Lease (including those required by Sections 13.01 and 13.02 thereof) or this Indenture.

Section 13.02. Amendments to Lease Requiring Consent of Bondowners. Except for the amendments, changes or modifications as provided in Section 13.01 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Lease without mailing of notice and the prior written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding given as in this Section provided. If at any time the Issuer and the City shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be mailed in the same manner as provided by Section 12.03 hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Bondowners.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Successors and Assigns; Parties in Interest. Whenever either of the parties hereto is referred to such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Indenture contained by or on behalf of the Issuer or of the Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not; and, other than the City, the BOE and the Bondholders, no other person, firm or corporation shall have any right, remedy or claim under or by reason of this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the City, the BOE and the Bondholders any legal or equitable right, remedy or claim under or in respect to this Indenture.

Section 14.02. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Indenture shall not render any other provision or provisions herein contained unenforceable or invalid, provided that nothing contained in this Section 14.02 shall be construed to amend or modify the immunities of the Issuer in its individual capacity provided for in Section 11.01 hereof, or to amend or modify any limitations or restrictions on the Trustee or any Bondowner or their respective successors or assigns under Article X hereof.

Section 14.03. Communications. All communications provided for herein shall be in writing. Communications to the Issuer, the Trustee or the City shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when duly mailed by registered or certified mail addressed as follows:

If to the Issuer: The Industrial Development Board of the
City of Lakeland, Tennessee
c/o Chairman
10001 Highway 70
Lakeland, Tennessee 38002

If to the Trustee: U. S. Bank National Association
333 Commerce Street, Suite 800

Nashville, Tennessee 37201

Attention: _____

If to the City: City of Lakeland, Tennessee
c/o City Manager and Finance Director
10001 Highway 70
Lakeland, Tennessee 38002

If to the BOE: Board of Education for the Lakeland School System
5020 Lions Crest Drive
Lakeland, Tennessee 38002
Attention: Superintendent and Chairman

or to the Issuer, the Trustee, the City, or the BOE at such other respective address as the Issuer, the Trustee, the City, or the BOE may designate by notice duly given in accordance with this Section to the other parties. It shall be sufficient service of any notice or other paper on any Bondowner if such notice is given by Mail. In case by reason of the suspension of registered or certified mail service, it shall be impracticable to give notice by registered or certified mail of any event to the City, the BOE or the Issuer when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be sufficient giving of such notice.

Section 14.04. Release The Trustee shall release this Indenture and the lien and security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all the principal of and interest and premium, if any, on the Bonds and all additional amounts and other sums at any time due and owing from or required to be paid by or on behalf of the Issuer under the terms of the Bonds or this Indenture or by the City pursuant to the terms of the Lease have been fully paid or discharged.

Section 14.05. Counterparts. This Indenture may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture.

Section 14.06. Governing Law. This Indenture and the Bonds shall be construed in accordance with and governed by the laws of the State of Tennessee, including but not limited to the Act.

Section 14.07. Headings. Any headings or captions preceding the text of the several Articles, Sections and Subsections hereof are intended solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

Section 14.08. Consents, etc., of Bondowners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent documents of similar tenor and may be executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certification of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Bond Register.

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

Section 14.09. Payments Due on Other Than Business Days. In any case where the date of maturity of principal of the Bonds or an Interest Payment Date, or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of interest, principal or premium, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity, Interest Payment Date or the date fixed for redemption, as the case may be, and no interest shall accrue for the period after such date.

Section 14.10. Action by the City and by the BOE. Whenever it is herein provided or permitted for any action to be taken by the City or by the BOE, such action may be taken by an Authorized City Representative or an Authorized BOE Representative unless the context clearly indicates otherwise.

Signatures on following page

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be duly executed by its officers thereunto duly authorized, and U.S. Bank National Association, in evidence of its acceptance of the trusts hereby created, has caused this Indenture to be executed on its behalf by an _____, all as of the day and year first above written.

ISSUER:

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF LAKE LAND, TENNESSEE

By: _____
Chairman

ATTEST:

Secretary

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TENNESSEE)
) SS
COUNTY OF SHELBY)

Before the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with both of whom I am personally acquainted, and who upon their several oaths acknowledged themselves to be the Chairman and Secretary, respectively, of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, one of the within named bargainors, a Tennessee public nonprofit corporation, and that they, as such Chairman and Secretary, being authorized so to do, executed the forgoing instrument for the purpose therein contained by subscribing thereto the name of said corporation by themselves as such Chairman and Secretary, respectively.

WITNESS my hand and official seal at office in Lakeland, Tennessee, this ____ day of December, 2017.

Notary Public

My Commission expires:

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

Before me the undersigned, a Notary Public within and for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted, and who upon her oath acknowledged him/herself to be an _____ of U.S. Bank National Association, a national banking association, one of the within named bargainors, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by subscribing thereto the name of said national association by _____ as such _____.

WITNESS my hand and official seal at office in _____, Tennessee, this ___ day of December, 2017.

Notary Public

My Commission Expires:

EXHIBIT A
Description of Site

EXHIBIT B

[FORM OF SERIES 2017 BOND]

REGISTERED
Number ___

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF LAKELAND, TENNESSEE
PUBLIC IMPROVEMENT BOND, SERIES 2017
(CITY OF LAKELAND SCHOOL PROJECT)

Interest Rate:
%

Maturity Date:
March 1, _____

Dated Date:
December __, 2017

CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that The Industrial Development Board of the City of Lakeland, Tennessee (the "Issuer"), acting as a public corporation of the State of Tennessee, for value received, hereby promises to pay, but only from the Trust Estate as provided in the Indenture (hereinafter defined), to the registered owner identified hereon, or registered assigns, on the maturity date specified hereon, upon presentation and surrender hereof, the principal amount specified hereon (the "Principal Amount"), and in like manner to pay to the registered owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid from the Interest Payment Date (as defined in the Indenture) next preceding the date of registration and authentication hereof, unless this Series 2017 Bond is registered and authenticated as of an Interest Payment Date, in which event the Principal Amount shall bear interest from such Interest Payment Date, or unless this Series 2017 Bond is registered and authenticated prior to the first Interest Payment Date, in which event the Principal Amount shall bear interest from the dated date specified above (the "Dated Date"), or unless, as shown by the records of the Trustee (hereinafter defined), interest on the Series 2017 Bonds is in default, in which event the Principal Amount shall bear interest from the date to which such interest has been paid in full, or unless no interest has been paid on this Series 2017 Bond, in which event the Principal Amount shall bear interest from the Dated Date, at the rate specified hereon (calculated on the basis of a year of 360 days consisting of twelve 30-day months) on September 1, 2018 and semiannually thereafter on March 1 and September 1 of each year until payment in full of the Principal Amount, except as the provisions set forth in the Indenture with respect to redemption prior to maturity may become applicable hereto. The principal of and premium, if any, on this Series 2017 Bond shall be payable at the designated corporate trust office of the Trustee in Nashville, Tennessee, or at such other office designated by U.S. Bank National Association, as the trustee (the "Trustee"), or at the designated corporate trust office of its successor, upon presentation and surrender hereof, and the interest on this Series 2017 Bond shall be paid to the person in whose name this Series 2017 Bond is registered (the "registered owner") in the registration books of the Issuer maintained by the Trustee (the "Bond Register") as of the close of business on the 15th day of the calendar month next preceding each Interest Payment Date (the "Regular Record Date") and shall be paid by check or draft drawn on the Trustee or its successor and mailed on the Interest Payment Date to the registered owner hereof at the address on the Bond Register or at such other address as is furnished to the Trustee in writing by the registered owner hereof prior to the Regular Record Date. Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof as of

the close of business on the Regular Record Date and shall be payable to the person who is the registered owner hereof as of the close of business on a Special Record Date (as defined in the Indenture) for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner hereof not less than ten days prior thereto. The principal of, and premium, if any, and interest on, the Series 2017 Bonds shall be paid in lawful money of the United States of America.

Except as otherwise provided herein or in the Indenture, this Series 2017 Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2017 Bonds of the series of which this Series 2017 Bond is one. One Series 2017 Bond for each maturity of the Series 2017 Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Series 2017 Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Indenture, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Series 2017 Bonds, the Issuer and the Trustee shall treat Cede & Co., as the only owner of the Series 2017 Bonds for all purposes under the Indenture, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Series 2017 Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, interest, and redemption premium, if any, with respect to the Series 2017 Bonds, so long as DTC is the only owner of the Series 2017 Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Indenture. Neither the Issuer nor the Trustee shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Series 2017 Bonds or (2) the Issuer determines that the continuation of the book-entry system of evidence and transfer of ownership of the Series 2017 Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Series 2017 Bonds, the Issuer may discontinue the book-entry system with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer shall cause the Trustee to authenticate and deliver replacement Series 2017 Bonds in the form of fully registered Series 2017 Bonds to each Beneficial Owner. Neither the Issuer nor the Trustee shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Series 2017 Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal of, premium, if any, and interest on the Series 2017 Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Series 2017 Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

EXCEPT FOR THE SECURITY PROVIDED BY THE INDENTURE, THIS SERIES 2017 BOND AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON SHALL BE PAYABLE SOLELY OUT OF PAYMENTS RECEIVED BY THE TRUSTEE (AS ASSIGNEE OF THE ISSUER) UNDER THE LEASE. THE ISSUER HAS SECURED THIS SERIES 2017 BOND AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON BY THE INDENTURE, PURSUANT TO WHICH THE MONEYS IN CERTAIN FUNDS AND ACCOUNTS CREATED THEREBY ARE PLEDGED TO THE PAYMENT OF THIS SERIES 2017 AND THE PREMIUM, IF ANY, AND INTEREST HEREON, TOGETHER WITH ALL OTHER SECURITY PROVIDED BY THE INDENTURE.

This Series 2017 Bond is one of the Series 2017 Bonds (the "Series 2017 Bonds"), limited in aggregate principal amount to \$_____ issued under and by virtue of the Constitution and laws of the State of Tennessee, including Title 7, Chapter 53, Tennessee Code Annotated, as amended (the "Act") and under and pursuant to, and equally and ratably with said other Series 2017 Bonds secured by, the Indenture of Trust dated as of December 1, 2017 (the "Indenture") between the Issuer and the Trustee for the purpose of acquiring, constructing and equipping certain projects as permitted by the Act and leasing such projects on a site (collectively, the "Leased Property") to the City of Lakeland, Tennessee (the "City") pursuant to a Lease Agreement, dated as of December 1, 2017 (the "Lease") between the Issuer and the City. Under the terms of the Lease, the City has agreed to make rental payments in an amount equal to the principal of, premium, if any, and interest on the Series 2017 Bonds (the "Base Rentals") and certain other payments due under the Indenture. Pursuant to the authority of Section 7-53-311 of the Act, the Lease and a resolution adopted by the Board of Commissioners of the City on December 5, 2017 (the "City Resolution"), the City has pledged to pay amounts due under the Lease from the proceeds of a direct annual tax levied and collected by the City pursuant to the Act and the City Resolution in an amount sufficient with other available moneys of the City to make such payments.

The Series 2017 Bonds are payable solely from (i) Base Rentals, and (ii) certain funds held by the Trustee under the Indenture (collectively, the "Pledged Revenues"). The Base Rentals and certain rights of the Issuer under the Lease have been assigned by the Issuer to the Trustee pursuant to the Indenture. No person executing the Series 2017 Bonds or the Lease shall be subject to personal liability or accountability by reason of the issuance of the Series 2017 Bonds or the execution of the Lease.

The term of the Lease may be terminated in the event that the City shall exercise its option to purchase the Leased Property by making payment of the Option Price (as defined in the Lease) as provided in the Lease. In the event that the City shall pay the Option Price, the proceeds thereof are required to be used to redeem principal of the Series 2017 Bonds then outstanding in whole and interest thereon to the redemption date and premium (if any) thereon.

As provided in the Indenture, the Issuer may hereafter issue Additional Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained therein, and, if issued, such Additional Bonds will rank pari passu with the Series 2017 Bonds. Pursuant to the Indenture and except as therein expressly provided, the Issuer has assigned and pledged to the Trustee for the benefit of the owners of the Series 2017 Bonds all of its right, title and interest in and to the Lease and the Pledged Revenues. Copies of the Indenture and the Lease are on file at the designated corporate trust office of the Trustee in Nashville, Tennessee, and reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Issuer, the Trustee and the owners of the Series 2017 Bonds, a description of the pledges and covenants securing the Series 2017 Bonds, the nature, extent and manner of enforcement of such pledges, the rights with respect thereto, the issuance of Additional Bonds and the other terms and conditions upon which the Series 2017 Bonds are or may be issued and secured, to all of the provisions of which the owner hereof, by the acceptance of this Series 2017 Bond, does hereby assent and agree.

The Series 2017 Bonds are issuable solely as fully registered book-entry Series 2017 Bonds, without coupons, in denominations of \$5,000 and any integral multiple thereof.

This Series 2017 Bond is transferable, as provided in the Indenture, only upon the Bond Register, by the registered owner hereof in person or by such owner's attorney duly authorized in writing upon surrender of this Series 2017 Bond to the Trustee together with a duly executed written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney. Upon such transfer a new Series 2017 Bond or Series 2017 Bonds of the same aggregate principal amount and Series, designation, maturity and interest rate as the surrendered Series 2017 Bond

will be issued to the transferee in exchange therefor, all subject to the terms and conditions set forth in the Indenture. The Issuer, the Trustee and any paying agent and registrar may deem and treat the person in whose name this Series 2017 Bond is registered as the absolute owner hereof, whether or not this Series 2017 Bond is overdue, for the purpose of receiving payment of or on account of principal or redemption price hereof and interest due hereon and for all other purposes, and neither the Issuer, the Trustee nor any paying agent and registrar shall be affected by any notice to the contrary.

The Series 2017 Bonds maturing March 1, 20__ through March 1, 20__ are not subject to optional redemption prior to maturity. The Series 2017 Bonds maturing March 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the Issuer, upon the direction of the City, in whole or in part, at any time on or after March 1, 20__, at the redemption price of par, plus accrued interest to the date of redemption.

If less than all the Series 2017 Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Commission of the City. If less than all the principal amount of the Series 2017 Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Series 2017 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Series 2017 Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Series 2017 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2017 Bonds within the maturity to be redeemed shall be selected by the Trustee by lot or such other random manner as the Trustee in its discretion shall determine.

Subject to the credit hereinafter provided, the Series 2017 Bonds maturing March 1, 20__ and March 1, 20__ shall be redeemed on the redemption dates set forth below opposite the maturity dates, in an aggregate principal amount equal to the dollar amount set forth below opposite the redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the Series 2017 Bonds, or such Person as shall then be serving as the securities depository for the Series 2017 Bonds, shall determine the interest of each Participant in the Series 2017 Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Series 2017 Bonds, the Series 2017 Bonds to be redeemed within a maturity shall be selected by the Trustee by lot or such other random manner as the Trustee in its discretion shall select. The date of redemption and principal amount of Series 2017 Bonds to be redeemed on said date are as follows:

Final Maturity	Redemption Date	<u>Principal Amount of Series 2017 Bonds to be Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Issuer, by an Officer's Certificate of the City, may (i) deliver to the Trustee for cancellation Series 2017 Bonds of the maturity to be redeemed on March 1, 20__ and March 1, 20__, in any aggregate principal amount desired, and/or (ii) receive credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2017 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than any mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any redemption obligation under this mandatory redemption provision. Each Series 2017 Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such redemption date and any excess shall be credited on future redemption obligations in chronological order and the principal amount of the Series 2017 Bonds to be redeemed by operation of this mandatory redemption provision shall be accordingly reduced. The City, on behalf of the Issuer, shall on or before the forty-fifth (45th) day next preceding each redemption date furnish the Trustee with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this paragraph are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding redemption date.

Notice of call for redemption, whether optional or mandatory, shall be given by the Trustee not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Series 2017 Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond Register as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Series 2017 Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Series 2017 Bonds, all redemption notices shall be mailed by the Trustee to DTC, or such successor Depository, as the registered owner of the Series 2017 Bonds, as and when above provided, and neither the Issuer, the City, nor the Trustee shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Series 2017 Bonds called for redemption shall cease to bear interest if funds are available at the office of the Trustee for the payment thereof and if notice has been duly provided as set forth in the Indenture.

Upon the occurrence of an Event of Default, the Trustee, upon receipt of satisfactory evidence of indemnity for its costs and expenses, as provided in the Indenture, shall exercise any of the remedies provided to the Trustee upon the occurrence of an Event of Default under the Indenture as the Trustee shall determine to be in the best interests of the Bondowners and as are consistent with the terms and provisions for the exercise of such remedies provided in the Indenture; or to take any action at law or in equity (including an action for a writ of mandamus) deemed necessary or desirable to enforce its and the Bondowner's rights with respect to the Leased Property, and the City's covenants under the Lease, including the covenant to levy direct annual taxes to the extent necessary as provided in the Act. All moneys then held in any fund or account under the Indenture shall be held by the Trustee for the benefit of the owners of the Series 2017 Bonds, except as otherwise provided in the Indenture. The Trustee may waive an Event of Default under certain circumstances as provided in the Lease and the Indenture.

The owner of this Series 2017 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 proceeding with respect thereto, except as provided in the Indenture. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

Any consent or request by the registered owner of this Series 2017 Bond shall be conclusive and binding upon such registered owner and upon all future registered owners of this Series 2017 Bond and on any Series 2017 Bond issued upon the transfer or exchange of this Series 2017 Bond whether or not notation of such consent or request is made upon this Series 2017 Bond.

This Series 2017 Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on this Series 2017 Bond during the period the Series 2017 Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of this Series 2017 Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

This Series 2017 Bond is issued with the intent that the laws of the State of Tennessee shall govern its legality, validity, enforceability and construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution or statutes of the State of Tennessee and by the Act and the Indenture to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Series 2017 Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the issue of the Series 2017 Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

This Series 2017 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, The Industrial Development Board of the City of Lakeland, Tennessee, has caused this Series 2017 Bond to be signed in its name and on its behalf by its Chairman and attested by its Secretary as of the Dated Date.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF LAKELAND, TENNESSEE

Attest:

By: _____
Chairman

Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Series 2017 Bond is one of the Series 2017 Bonds of the issue described in the within-mentioned Indenture and is one of the Public Facility Bonds, Series 2017 (City of Lakeland School Project) of The Industrial Development Board of the City of Lakeland, Tennessee.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____

Date of registration and authentication: _____

Trustee:

U.S. Bank National Association
Nashville, Tennessee

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is

_____, [Please insert Social Security or Federal Identification Number of Assignee _____] the within Bond of The Industrial Development Board of the City of Lakeland, Tennessee and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Series 2017 Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Series 2017 Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

EXHIBIT C
REQUISITION

\$ _____
Public Facility Bonds, Series 2017 (City of Lakeland School Project)
of The Industrial Development Board of the City of Lakeland, Tennessee

REQUISITION NO. ____

The undersigned, being an Authorized BOE [City] Representative within the meaning of that term as set forth in the Indenture of Trust, dated as of December 1, 2017, by and between The Industrial Development Board of the City of Lakeland, Tennessee and U.S. Bank National Association, as trustee, submits this Requisition as agent of the Issuer pursuant to Section 4.07 of the Indenture, as follows:

1. Disbursement is requested of \$ _____ to pay the attached invoices or to reimburse the BOE and or the City for payment of the attached invoices.
2. All amounts advanced hereunder will be used to pay [Costs of Construction] [Costs of Issuance], as defined in the Indenture.
3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.
4. The subject of this request is a proper Costs of the Construction [Costs of Issuance], as described in the Indenture.
5. The amount requested should be wired to:
Bank: _____
ABA Number: _____
Account Name: _____
Account Number: _____

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this ____ day of _____, _____.

Board of Education for the Lakeland School System
[City of Lakeland, Tennessee
]
Name: _____
Title: _____]

After execution, fax the Requisition and Invoices as follows:

To the Trustee:
U.S. Bank National Association
Corporate Trust Department
Attn: _____
() ____-____ (Office)
() ____-____ FAX)