

EXHIBIT A

R-__

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF JOHNSON

TOWN OF WHITELAND
WATERWORKS REFUNDING REVENUE BOND OF 2013

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>	<u>CUSIP</u>
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REGISTERED OWNER:

PRINCIPAL SUM: Dollars (\$_____)

The Town of Whiteland, in Johnson County, State of Indiana, for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest hereon at the Interest Rate per annum stated above, from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____, _____, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on the first days of June and September in each year, beginning on _____, _____. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of this bond is payable at the principal office of _____ (the "Registrar", or "Paying Agent"), in the _____, _____. All payments of interest on this bond shall be paid by check, mailed one business day prior to the interest payment date to the registered owner hereof as of the fifteenth day of the month preceding such interest payment date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. In the event of purchase by such owner in whose name is registered \$100,000 or more principal amount of the Bonds, upon written instructions to the Registrar before the fifteenth day of the month immediately preceding the month in which principal or interest is payable, payments of principal or interest on this bond shall be made by wire transfer for deposit to a financial institution as designated by such registered owner on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such

due date. All payments on the bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE TOWN SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE TOWN WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is one of an authorized issue of bonds of the Town of Whiteland, Indiana, issued in series, of like date, tenor and effect, except as to rates of interest and dates of maturity; aggregating _____ Dollars (\$ _____), numbered consecutively from R-1 upward (the "Bonds"), issued for the purpose of providing funds for the refunding of certain bonds previously issued by the Town to finance the acquisition and construction of certain improvements and extensions to the waterworks of the Town, and to pay costs of issuance of the Bonds. This bond is issued pursuant to an ordinance adopted by the Town Council of said Town on the ___ day of ____, 2013, entitled "An Ordinance authorizing the refunding of its Waterworks Refunding Revenue Bonds Series 2004, the issuance of revenue bonds to provide the cost thereof, the collection, segregation and distribution of the revenues of such system, the safe-guarding of the interests of the owners of such revenue bonds, and addressing other matters connected therewith" (the "Ordinance"), and in accordance with the provisions of Indiana law, including without limitation Indiana Code 8-1.5 and 5-1-5 and the laws amendatory thereof and supplemental thereto (collectively, the "Act").

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of said issue (as hereinafter defined) and any bonds hereafter issued on a parity therewith are payable solely from the Waterworks Sinking Fund 2013 (the "Sinking Fund") established under the Ordinance to be provided from the Net Revenues (herein defined as the gross revenues of the waterworks of the Town remaining after the payment of the reasonable expenses of operation, repair and maintenance excluding transfers for payment in lieu of property taxes) of the waterworks of the Town, including all additions and improvements thereto and replacements thereof subsequently constructed or acquired.

The Town irrevocably pledges the entire Net Revenues of the waterworks to the prompt payment of the principal of and interest on the bonds authorized by the Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the 2004 Bonds, the 2009 Bonds, the 2011 Bonds and the 2013 Bonds (as defined in the Ordinance) authorized by the Prior Ordinances (as defined in the Ordinance), to the extent necessary for such purposes, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by the utility as are sufficient in each year for the payment of the proper and reasonable expenses of operation, repair and maintenance of the waterworks and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the Town or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for in the

Act, including the right to have a receiver appointed to administer the works and to charge and collect rates sufficient to provide for the payment of this bond and the interest hereon.

The Town covenants that for so long as the bonds of this issue and any bonds issued on a parity therewith, remain outstanding it will set aside and pay into the Sinking Funds a sufficient amount of the Net Revenues of the works for the payment of (a) the principal and interest on all bonds which by their terms are payable from the revenues of the waterworks of the Town, as such principal and interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and (c) an additional amount to accumulate and maintain a reserve for the payment of bonds equal to Reserve Requirement, which is equal to the least of (i) the maximum amount debt service on the bonds, (ii) 125% of average amount debt service on the bonds, and (iii) 10% of the stated principal amount of the bonds. Such required payments shall constitute a first charge upon all the Net Revenues of the waterworks. Reference is made to the Ordinance for a more complete statement of the revenues from which and conditions under which this bond is payable, a statement of the conditions on which obligations may hereafter be issued on parity with this bond, the manner in which the Ordinance may be amended and the general covenants and provisions pursuant to which this bond has been issued. However, the 2009 Bonds and 2011 Bonds were sold to the Indiana Finance Authority pursuant to its SRF Program which requires that the Debt Service Reserve requirements equal the maximum annual debt service on the 2013 Refunding Bonds if issued on parity with the 2009 Bonds and the 2011 Bonds.

The bonds of this are not subject to redemption prior to maturity.

Notice of such redemption shall be mailed to the address of the registered owners of the bonds to be redeemed as shown on the registration records of the Town, not less than thirty (30) days prior to the date fixed for redemption unless the notice is waived by the registered owner of this bond. The notice shall specify the date and place of redemption and sufficient identification of the bonds called for redemption. The failure to give such notice by mailing or a defect in the notice or the mailing as to any bond shall not affect the validity of any proceeding for redemptions to any other bond for which notice is adequately given. The place of redemption may be determined by the Town. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Town may deposit in trust with its depository bank, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the Town shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the books of the Town kept for that purpose at the principal corporate trust office of the Registrar by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or to the registered owner, as the case may

be, in exchange therefor. This bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The Town, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due thereon.

This bond is subject to defeasance prior to redemption or payment as provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The Ordinance may be amended without the consent of the owners of the bonds as provided in the Ordinance if the Town Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the bonds.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of \$1,000 or any integral multiple thereof.

A Continuing Disclosure Agreement from the Town to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Agreement"), has been executed by the Town, a copy of which is available from the Town and the terms of which are incorporated herein by this reference. The Agreement contains certain promises of the Town to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Agreement and to the exchange of such payment and acceptance for such promises.

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

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

IN WITNESS WHEREOF, the Town of Whiteland, in Johnson County, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signature of the President, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Clerk-Treasurer.

TOWN OF WHITELAND, INDIANA

By _____
President

[SEAL]

Attest:

Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Ordinance.

as Registrar

By: _____
Authorized Representative

The following abbreviations, when used in the inscription of the face of this bond, shall be construed as through they were written out in full according to applicable laws or regulations:

TEN. COM. as tenants in common

TEN. ENT. as tenants by the entireties

JT. TEN. as joint tenants with right of survivorship and not as tenants in common

UNIF. TRANS.
MIN. ACT

_____ Custodian _____
(Cust.) (Minor)

under Uniform Transfers to Minors Act of

(State)

Additional abbreviations may also be used, although not contained in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(please print or typewrite name and address of transferee)

(please insert social security or
other identifying number of assignee)

\$_____ in principal amount (must be a multiple of \$1,000) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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