

RESOLUTION NO. RDA 2015-07

**RESOLUTION OF THE TOWN OF PLAINFIELD REDEVELOPMENT AUTHORITY
APPROVING A PROPOSED LEASE FOR CERTAIN LAND AND PUBLIC
IMPROVEMENTS BETWEEN THE TOWN OF PLAINFIELD REDEVELOPMENT
AUTHORITY, AS LESSOR, AND THE TOWN OF PLAINFIELD REDEVELOPMENT
COMMISSION, AS LESSEE, AND OTHER RELATED MATTERS
(Ronald Reagan Project)**

WHEREAS, the Town of Plainfield Redevelopment Authority (the "Authority") has been created pursuant to Indiana Code 36-7-14.5, as amended (the "Act"), as a separate body, corporate and politic, and as an instrumentality of the Town of Plainfield, Indiana (the "Town"). to, among other things, finance local public improvements for lease to the Town of Plainfield Redevelopment Commission (the "Commission"); and

WHEREAS, the Authority intends to issue its Town of Plainfield, Indiana Redevelopment Authority Lease Rental Revenue Bonds of 2015, Series D (Ronald Reagan Project) (the "2015D Bonds") in an aggregate principal amount not expected to exceed Ten Million Dollars (\$10,000,000) to finance the rebuilding of CR 200 S to 3 lanes with curbs and related improvements from the portion completed with the Sealy project west to and through the intersection of 200/900, then continuing west to the Devonshire residential development, improving 900 East from a point a few hundred feet south of CR 200 then north to a point about 800 feet from 100 S, the continuation of Allpoints Parkway from near Walmart.com west to connect to CR900E, the replacement of a bridge on 900, and installation of a new bridge on Allpoints Parkway, the modification of the bridge on 200 with striping to show 3 lanes, installation of sewer, water and storm drainage included throughout plus sidewalks will be continued and connected along new 200/900 and a traffic signal will be installed at the intersection of 200/900, together with expenses incurred in connection therewith, including the costs of the issuance of the 2015D Bonds therefor (the "Project"); and

WHEREAS, the Authority desires to enter into and adopt a proposed lease, to be dated as of the first day of the month of the execution thereof, with the Commission, in substantially the form presented at this meeting, a copy of which is attached hereto as Exhibit A (the "Lease"), for the purpose of paying the principal of and interest on its 2015D Bonds issued to finance the Project, pursuant to Section 19 of the Act;

WHEREAS, the Commission intends to pay rent to the Authority (the "Lease Rentals") pursuant to the terms of the Lease, which Lease Rentals shall be payable from the Tax Increment (as defined below) or, to the extent that the Tax Increment is insufficient for such purpose, from a special tax levied upon all of the taxable property of the Redevelopment District of the Town of Plainfield, Indiana or other available funds of the Commission. "Tax Increment" shall mean incremental taxes on real property located in the allocation area for the Ronald Reagan Corridor Economic Development Area (the "Allocation Area") allocated and deposited in the allocation fund for the Allocation Area; and

WHEREAS, the Authority desires to express its intention to reimburse such expenditures as have been or may be incurred prior to the issuance of the 2015D Bonds, pursuant to Indiana Code 5-1-14-6(c) and in compliance with Section 1.150-2 of the U.S. Treasury Regulations promulgated by the Internal Revenue Service (the "Treasury Regulations");

NOW, THEREFORE, BE IT RESOLVED by the Town of Plainfield Redevelopment Authority, as follows:

1. The Authority hereby approves the Lease between the Authority and the Commission, to be dated as of the first day of the month of the execution thereof, in substantially the form presented at this meeting and attached hereto as Exhibit A.

2. The Authority hereby authorizes the President and the Secretary of the Authority to execute and attest, respectively, the Lease and to approve changes to the Lease as may be recommended by counsel with approval of any such changes to be evidenced by the execution and attestation of the Lease by the President and the Secretary, respectively, of the Authority.

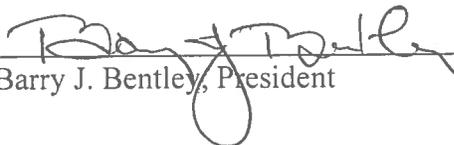
3. The Secretary of the Authority is hereby directed to file a copy of the proposed Lease, as approved, with the Commission.

4. The Authority hereby establishes its intent to issue the 2015D Bonds pursuant to the Act for the purpose of financing the Project and further declares that, for the purpose of evidencing compliance with Indiana Code 5-1-14-6(c) and Section 1.150-2 of the Treasury Regulations, it reasonably expects to reimburse with the proceeds of the 2015D Bonds expenditures for the payment of the Project during the period beginning on the date sixty (60) days prior to the date of this Resolution until the date of issuance of the 2015D Bonds, which expenditures are expected to be paid initially from other legally available funds of the Town or the Commission.

5. This Resolution shall be in full force and effect after its adoption by the Authority.

ADOPTED AND APPROVED at a meeting of the Plainfield Redevelopment Authority held on the 29th day of June, 2015.

PLAINFIELD REDEVELOPMENT AUTHORITY

By: _____
Barry J. Bentley, President

ATTEST:

_____
Jennifer A. Andres, Secretary

EXHIBIT A

The Lease

LEASE AGREEMENT

Between

**TOWN OF PLAINFIELD
REDEVELOPMENT AUTHORITY**

and

**TOWN OF PLAINFIELD
REDEVELOPMENT COMMISSION**

DATED AS OF JULY 1, 2015

(Ronald Reagan Project)

LEASE AGREEMENT

This Lease Agreement (the "Lease") entered into as of the 1st day of July, 2015, between the PLAINFIELD REDEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 (the "Authority") and the PLAINFIELD REDEVELOPMENT COMMISSION, the governing body of the Town of Plainfield, Indiana Department of Redevelopment and the Redevelopment District of the Town of Plainfield, Indiana ("Lessee"), acting for and on behalf of the Town of Plainfield, Indiana (the "Town"),

WITNESSETH:

Section 1. Definitions. The terms defined in this Section 1 shall for all purposes of this Lease have the meanings herein specified unless the context otherwise requires.

"2015D Bonds" means the Plainfield Redevelopment Authority Lease Rental Revenue Bonds of 2015, Series D (Ronald Reagan Project).

"Act" means Indiana Code 36-7-14.5, as the same from time to time may be amended or supplemented.

"Allocation Fund" means the allocation fund for the Ronald Reagan Corridor Economic Development Area of Lessee authorized by Indiana Code 36-7-14-39 and previously created by the Town of Plainfield.

"Authority" means the Plainfield Redevelopment Authority, a body corporate and politic organized and existing under the Act, or if said Authority shall be abolished, the authority, board, body, instrumentality or agency succeeding to the principal functions thereof.

"Ronald Reagan TIF Allocation Fund" means the fund by that name authorized by Indiana Code 36-7-14-27 and continued by the Lease Resolution.

"Ronald Reagan TIF Lease Payment Account" means the account by that name created within the Allocation Fund by the Lease Resolution.

"Lease" means this Lease as the same may be amended, modified or supplemented by any amendments or modifications hereof or supplements hereto entered into in accordance with the provisions hereof.

"Leased Premises" shall mean the premises described in Exhibit B attached hereto.

"Lease Resolution" means the resolution of Lessee establishing funds for the payment of Lease Rentals.

"Lessee" means the Plainfield Redevelopment Commission, the governing body of the Town of Plainfield Department of Redevelopment and the Redevelopment District

of the Town of Plainfield, Indiana, or if said Commission shall be abolished, the commission, board, body or agency succeeding to the principal functions thereof.

"Permitted Encumbrances" means those items listed in Exhibit A attached hereto and any future (a) liens for taxes not then delinquent, (b) this Lease and the Trust Indenture, leases, subleases and other agreements permitted pursuant to Section 13 hereof, (c) utility, access and other easements and rights-of-way, restrictions and exceptions that Lessee certifies will not interfere with or impair the Leased Premises, (d) any mechanics', laborers', materialmen's, suppliers' or vendors' lien or right in respect thereof if payment is not yet due and payable, and (e) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as do not, in the opinion of the Trustee, materially impair the Authority's title or Lessee's use of the Leased Premises.

"Project" means the real estate (including all right-of-way easements contained therein) located in Hendricks County, Indiana, and the local public improvements constructed or to be constructed thereon by the Authority or its agent, all as more fully described in Exhibit B attached hereto. The Project, and the plans and specifications for the Project, may be changed and additional construction work may be performed and improvements may be purchased by the Authority, but only with the approval of Lessee, and only if such changes or modifications or additional construction work or improvements do not alter the character of the Project or reduce the value thereof. Any such additional construction work or additional improvements on the Leased Premises shall be part of the Leased Premises. The above-mentioned plans and specifications have been filed with and approved by Lessee.

"Trust Indenture" means the Trust Indenture to be dated as of the first day of the calendar month, as determined by the President of the Authority prior to the sale of the 2015D Bonds, in which the 2015D Bonds are delivered to the purchaser or purchasers thereof, between the Authority and the Trustee, securing the 2015D Bonds.

"Trustee" means the financial institution selected to serve as trustee pursuant to the Trust Indenture, and any successor trustee.

Any term not defined herein, which is defined in the Lease Resolution or in the Trust Indenture, shall have the meaning as defined in such resolution or agreement.

Section 2. Lease of Leased Premises. In consideration of the rentals and other terms and conditions herein specified the Authority does hereby lease, demise and let to Lessee the Leased Premises: TO HAVE AND TO HOLD the same with all rights, privileges, easements and appurtenances thereunto belonging, unto Lessee for a term not to exceed twenty-one (21) years, beginning on the date the Project is completed and ready for use and ending on the date which is no more than twenty-one (21) years thereafter. However, the term of this Lease shall terminate at the earlier of (a) the exercise of the option to purchase by Lessee and payment of the option price, or (b) the payment or defeasance of all obligations of the Authority incurred (i) to finance the cost of the Project, (ii) to refund such obligations, or (iii) to refund such refunding obligations. The Authority hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple or an insurable right-of-way easement subject only to Permitted

Encumbrances, to the Leased Premises, and the Authority warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding 2015D Bonds.

The Authority and Lessee agree that in the event the Leased Premises are damaged or destroyed or are otherwise unavailable for use by Lessee, the Authority will substitute other public improvements which are of similar value as the Leased Premises, which substitute improvements shall then constitute the Leased Premises under the Lease.

Section 3. Rental Payments. (a) During the term of this Lease, Lessee agrees to pay rental for said premises as set forth in Section 4 hereof (“Lease Rentals”). Such rental shall be paid from the Ronald Reagan TIF Lease Payment Account and such other accounts and subaccounts as the Lessee may hereafter establish. All Lease Rentals payable under the terms of this Lease shall be paid to the Trustee or to such other bank or trust company as may from time to time succeed the Trustee under the Trust Indenture. All payments so made shall be considered as payments to the Authority of the Lease Rentals payable hereunder. Lessee shall receive credit for any 2015D Bond maturing within seven (7) days of the date of the lease rental payment, at the face value thereof, which Lessee acquires and delivers to the Trustee as a part of its lease rental payment.

(b) As additional rental, Lessee agrees to pay all fees, charges and reimbursement of expenses of the Trustee under the Trust Indenture and all prudent charges and expenses of the Authority incurred in the performance of its obligations hereunder.

Section 4. Rental Payment Dates and Amounts. The first semiannual Lease Rental installment shall commence on the later of the date of completion of the Project or January 15, 2018. Lessee is legally permitted to pay Lease Rentals only for portions of the Leased Premises and the Project complete and ready for use and occupancy. Thereafter such Lease Rentals shall be payable in advance in semiannual installments on January 15 and July 15 of each year. The last semiannual Lease Rental payment due before the expiration of this Lease shall be adjusted to provide for Lease Rental at the amount specified above for the applicable semiannual period prorated from the date such installment is due to the date of the expiration of this Lease (without taking into account any subsequent early termination of this Lease pursuant to Section 2 hereof).

After the sale of the 2015D Bonds issued by the Authority to pay the cost of acquiring the Leased Premises, the annual installment of Lease Rentals for the Leased Premises for each twelve-month period ending on each January 15 (each an “Annual Period”) shall be reduced to an amount equal to (a) the multiple of \$1,000 next higher than the sum of principal and interest due on the 2015D Bonds in such Annual Period, plus (b) an additional Five Thousand Dollars (\$5,000.00). Such amount of reduced annual rental shall be endorsed on this Lease at the end

hereof by the parties hereto as soon as the same can be done after the sale of said 2015D Bonds, and such endorsement shall be recorded as an addendum to this Lease.

Lessee will not take any action or fail to take any action that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the 2015D Bonds pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as in effect on the date of delivery of the 2015D Bonds, nor will Lessee act in any manner which would adversely affect such exclusion. Lessee further covenants that it will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as in effect on the date of delivery of the 2015D Bonds. All officers, members, employees and agents of Lessee are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of Lessee as of the date the 2015D Bonds are issued and to enter into covenants on behalf of Lessee evidencing Lessee's commitments made herein.

Section 5. Abatement of Rent. In the event that all or a portion of the Leased Premises shall be damaged or destroyed so as to render the damaged or destroyed portion of the Leased Premises unfit for its intended use, it shall then be the obligation of the Authority to restore and reconstruct the damaged or destroyed portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Authority excepted, if, in the opinion of an independent registered architect, registered engineer, construction manager or contractor selected by Lessee and acceptable to the Trustee, (i) the cost of such restoration or reconstruction does not exceed the amount of the proceeds received by the Authority from the insurance provided for in Section 9 hereof plus other moneys available therefor and (ii) such restoration or reconstruction can be completed within the period of time covered by the rental value insurance provided for in Section 9 hereof. If either or both conditions shall not exist, the proceeds received from the insurance provided for in Section 9 hereof shall be applied to the option to purchase price provided for in Section 14 hereof. The rental shall be abated pro rata for the period during which the damaged or destroyed portion of the Leased Premises is unfit for its intended use.

In the event such insurance is not in force on the date of partial or total destruction or taking, and rent is required for any reason to be abated notwithstanding the provisions of this Section, leasable property and improvements of substantially equal value to the Leased Premises shall be transferred to the Authority by the Town and/or Lessee in substitute thereof, and the Lease Rentals provided for herein shall continue to be paid as provided by this Lease without interruption or abatement. In the event of such substitution, the substituted property shall become the Leased Premises for all purposes herein and shall in all ways be subject to the terms of this Lease.

Section 6. Net Lease. It is expressly understood and agreed that this Lease shall be what is known as a net lease (*i.e.*, the rent being absolutely net to the Authority and that all other expenses in connection with the Leased Premises and the Project of any nature whatsoever shall be those of Lessee) and that during the lease term Lessee shall be obligated to pay as its expenses without reimbursement from the Authority all costs of taxes and assessments, if any, and maintenance, operation and use in connection with or relating to the Leased Premises, including,

but not limited to, all costs and expenses of all services, repair or replacement of all parts of the Leased Premises and the Project or improvements of the Leased Premises and the Project.

Section 7. Nonliability of Authority. The Authority shall not be liable for damage caused by hidden defects or failure to keep the Project in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, or other pipes or the bursting or leaking of plumbing or heating fixtures in connection with said premises, nor for damage occasioned by water, snow or ice. The Authority shall not be liable for any injury to Lessee or any sublessee of Lessee or any other person which injury occurs on, in or about the Leased Premises howsoever arising. The Authority shall not be liable for damage to Lessee's property or to the property of any sublessee of Lessee or of any other person which may be located in, upon or about the Leased Premises.

Section 8. Alterations. Lessee shall have the right, without the consent of the Authority, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Leased Premises, which do not reduce the rental value of the Leased Premises.

Section 9. Insurance. To the extent commercially available, Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises and the Project insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of properties of a similar type, in good and responsible insurance companies acceptable to the Authority. If available, such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price or (ii) one hundred percent (100%) of the full replacement cost of such Leased Premises and the Project as certified by a registered architect, registered engineer or professional appraisal engineer, selected by the Authority with the approval of the Trustee, on the effective date of this Lease and on or before the first day of the anniversary date of this Lease of each year thereafter; provided that such certification shall not be required so long as the amount of such insurance shall be in an amount at least equal to the option to purchase price. Such appraisal may be based upon a recognized index of conversion factors. In no event shall the insurance be in an amount which causes Lessee to be a co-insurer for the Leased Premises and the Project. Such insurance may contain a provision for a deductible in an amount not exceeding Twenty-Five Thousand Dollars (\$25,000). Lessee agrees to pay the deductible amount of any loss to the Authority. A blanket public institutional property insurance form may be used if:

- (a) the insurance on the Leased Premises and the Project is not less than the amount required by this Section 9;
- (b) Lessee subordinates its claim for damage or destruction to other buildings or improvements to claims for damage or destruction of the Leased Premises and the Project; and
- (c) the insurance proceeds related to damage to or destruction of the Leased Premises and the Project are payable to the Trustee.

During the full term of this Lease, to the extent commercially available and economically feasible, Lessee will also, at its own expense, maintain rental or rental value insurance in an amount at least equal to the full rental specified in Section 4 hereof for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section 9. Such policies shall be for the benefit of and shall be made payable to the Trustee.

Section 10. Use of Insurance and Condemnation Proceeds. Proceeds of insurance against damage to or destruction of the Leased Premises or the Project or proceeds of any condemnation of the Leased Premises or the Project shall be paid to and held by the Trustee and used to pay for reconstruction or replacement of the Leased Premises or the Project in accordance with plans approved by the Authority and Lessee, unless Lessee elects to exercise its option to purchase.

Section 11. Liability Insurance. Lessee shall, to the extent commercially available and economically feasible, at all times during the full term of this Lease, keep in effect, public liability and property damage insurance, insuring Lessee, the Authority and the Trustee in amounts customarily carried for similar properties.

Section 12. General Insurance Provisions. All insurance policies required by Sections 9 and 11 hereof, shall be with insurance companies rated B+ or better by A.M. Best Company (or a comparable rating service if A.M. Best Company ceases to exist or rate insurance companies), and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, or copies thereof, and the certificate of the architect or engineer referred to in Section 9 hereof shall be deposited with the Authority and the Trustee. If, at any time, Lessee fails to maintain insurance in accordance with Sections 9 and 11 hereof, such insurance may be obtained by the Authority, or may be obtained by the Trustee, and the amount paid for such insurance shall be added to the amount of rental payable by Lessee under this Lease; provided, however, that neither the Authority nor the Trustee shall be under any obligation to obtain such insurance, and any action or non-action of the Authority or the Trustee in this regard shall not relieve Lessee of any consequences of a default in failing to obtain such insurance.

Section 13. General Covenants. Lessee shall not assign this Lease. Lessee covenants that, except for Permitted Encumbrances, it will not encumber the Leased Premises or the Project, or permit any encumbrance to exist thereon, and that it shall use and maintain the Leased Premises and the Project in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Authority agrees that it will, at the request of Lessee, execute and deliver to or upon the order of Lessee such instrument or instruments as may be reasonably required by Lessee in order to subject the Leased Premises or the Project, or the Authority's interest therein, to such encumbrances as shall be specified in such request and as shall be permitted by the provisions of this Section 13 or otherwise by the definition of "Permitted Encumbrances."

Section 14. Option to Purchase. The Authority hereby grants Lessee the right and option, on any rental payment date, upon thirty (30) days' written notice to the Authority, to purchase the Leased Premises at a price equal to the amount required to enable the Authority to

provide for the redemption of all outstanding 2015D Bonds, all premiums payable on the redemption thereof, and accrued and unpaid interest, and to pay the cost of redeeming the 2015D Bonds.

Upon request of Lessee, the Authority agrees to furnish an itemized statement setting forth the amounts required to be paid by Lessee on the next rental payment date in order to purchase the Leased Premises in accordance with the preceding paragraph.

If Lessee exercises its option to purchase, Lessee shall pay to the Trustee that portion of the purchase price which is required to provide for the payment of all the 2015D Bonds, including all premiums payable on the redemption thereof, accrued and unpaid interest thereon and the costs of redemption thereof. Such payment shall not be made until the Trustee gives to Lessee a written statement that such amount will be sufficient to retire all 2015D Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

The remainder of such purchase price, if any, shall be paid by Lessee to the Authority. Nothing herein contained shall be construed to provide that Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation in respect to any creditors or bondholders of the Authority.

If Lessee has not exercised its option to purchase the Leased Premises at the expiration of the term of the Lease and upon the full discharge and performance by Lessee of its obligations under this Lease, the Authority shall execute a deed of the Leased Premises to Lessee conveying good and merchantable title thereto, subject only to Permitted Encumbrances.

Section 15. Defaults. If Lessee shall (a) default in the payment of any rentals or other sums payable to the Authority hereunder, or in the payment of any other sum herein required to be paid to the Authority, (b) fail to comply with the terms set forth in the Lease Resolution, or (c) default in the observance of any other covenant, agreement or condition hereof (and such default under clause (c) shall continue for ninety (90) days after written notice to correct the same), then, in any of such events, the Authority may proceed to protect and enforce its rights, either at law or in equity, by suit, action, mandamus or other proceedings, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

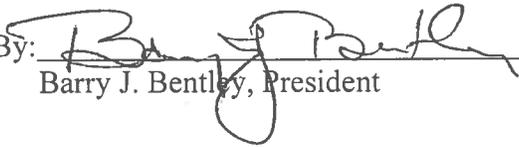
Section 16. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party at its last known place of business. A copy of any notice shall be mailed by first-class mail to the Trustee at its last known place of business.

Section 17. Construction of Covenants. All provisions contained herein shall be construed in accordance with the provisions of the Act and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the provisions of said Act shall be deemed to be controlling and binding upon the parties.

Section 18. Successors or Assigns. All covenants of this Lease, whether by the Authority or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

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

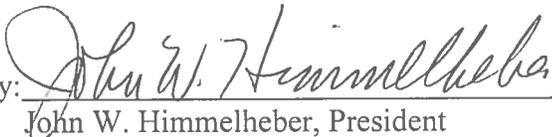
TOWN OF PLAINFIELD REDEVELOPMENT
AUTHORITY

By: 
Barry J. Bentley, President

ATTEST:


Jennifer A. Andres, Secretary

TOWN OF PLAINFIELD REDEVELOPMENT
COMMISSION

By: 
John W. Himmelheber, President

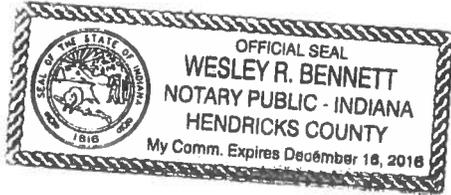
ATTEST:


Lance K. Angle, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said State, personally appeared Barry J. Bentley and Jennifer A. Andres, personally known by me to be the President and Secretary, respectively, of the Town of Plainfield Redevelopment Authority, and acknowledged the execution of the foregoing Lease Agreement for and on behalf of said Authority.

WITNESS my hand and Notarial Seal this 19 day of July, 2015.



My commission expires on:
12/16/16

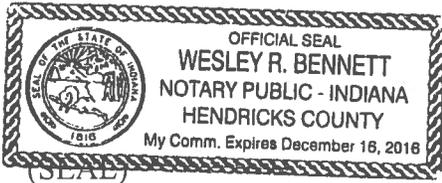
Wesley R. Bennett
(Written Signature)
Wesley R. Bennett
(Printed Signature)

I am a resident of
Hendricks County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said State, personally appeared John W. Himmelheber and Lance K. Angle, personally known by me to be the President and Secretary, respectively, of the Town of Plainfield Redevelopment Commission, and acknowledged the execution of the foregoing Lease Agreement for and on behalf of said Commission.

WITNESS my hand and Notarial Seal this 1st day of July, 2015.



My commission expires on:
12/16/16

I am a resident of Hendricks County, Indiana

Wesley R. Bennett
(Written Signature)
Wesley R. Bennett
(Printed Signature)

This instrument was prepared by Andrew A. Kleiman, Benesch, Friedlander, Coplan & Aronoff LLP, One American Square, Suite 2300, Indianapolis, Indiana 46282.

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

EXHIBIT A

PERMITTED ENCUMBRANCES

The encumbrances and exceptions to the title which would be set forth in a Commitment for Title Insurance covering the real estate and improvements thereon which are subject to the Lease Agreement to be provided at the time the 2015D Bonds are delivered.

EXHIBIT B

PROJECT DESCRIPTION AND LEGAL DESCRIPTIONS

Project: Rebuilding CR 200 S to 3 lanes with curbs and related improvements from the portion completed with the Sealy project west to and through the intersection of 200/900, then continuing west to the Devonshire residential development. Improves 900 East from a point a few hundred feet south of CR 200 then north to a point about 800 feet from 100 S. Continuation of Allpoints Parkway from near Walmart.com west to connect to CR900E. Replacement of a bridge on 900, and installation of a new bridge on Allpoints Parkway. Modification of the bridge on 200 with striping to show 3 lanes. Installation of sewer, water and storm drainage included throughout plus sidewalks will be continued and connected along new 200/900 and a traffic signal will be installed at the intersection of 200/900.

Leased Premises - 200 S - 900 E Right-of-Way:

A part of the Northeast Quarter of Section 24, Township 15 North, Range 1 East, and a part of the East Half of Section 13, Township 15 North, Range 1 East, and a part of the West Half of Section 18, Township 15 North, Range 2 East, and a part of the Northwest Quarter of Section 19, Township 15 North, Range 2 East, Hendricks County, Indiana, described as follows: Beginning at the Northeast corner of said Section 24: thence South 0 degrees 03 minutes 24 seconds West (assumed bearing) 27.64 feet along the east line of said section; thence North 88 degrees 00 minutes 16 seconds East 116.41 feet; thence South 50 degrees 36 minutes 09 seconds West 59.90 feet; thence South 4 degrees 22 minutes 09 seconds West 200.57 feet; thence South 0 degrees 03 minutes 24 seconds West 384.11 feet; thence South 88 degrees 00 minutes 16 seconds West 55.04 feet to the east line of said Section 24; thence North 0 degrees 03 minutes 24 seconds East 4.07 feet along the east line of said Section 24; thence North 89 degrees 56 minutes 36 seconds West 40.00 feet; thence North 0 degrees 04 minutes 58 seconds East 150.00 feet; thence South 89 degrees 56 minutes 36 seconds East 9.93 feet; thence North 0 degrees 03 minutes 24 seconds East 280.16 feet; thence North 85 degrees 31 minutes 36 seconds East 13.54 feet; thence North 0 degrees 03 minutes 24 seconds East 150.77 feet; thence North 45 degrees 45 minutes 04 seconds West 43.63 feet; thence South 88 degrees 43 minutes 17 seconds West 81.51 feet; thence South 80 degrees 35 minutes 29 seconds West 70.71 feet; thence South 88 degrees 43 minutes 17 seconds West 75.00 feet; thence South 8 degrees 11 minutes 02 seconds West 30.41 feet; thence South 88 degrees 43 minutes 17 seconds West 30.00 feet; thence North 41 degree 05 minutes 03 seconds West 39.05 feet; thence South 88 degrees 43 minutes 17 seconds West 774.56 feet; thence South 0 degrees 17 minutes 10 seconds West 20.01 feet; thence South 88 degrees 43 minutes 17 seconds West 120.00 feet; thence North 0 degrees 17 minutes 10 seconds East 60.02 feet; to the north line of said Section 24; thence South 88 degrees 43 minutes 17 seconds West 299.91 feet along the north line of said Section 24; thence North 1 degree 12 minutes 11 seconds West 40.00 feet; thence North 88 degrees 43 minutes 19 seconds East 144.96 feet; thence South 1 degree 12 minutes 12 seconds East 29.91 feet; thence North 88 degrees 43 minutes 31 seconds East 698.41 feet; thence North 1 degree 16 minutes 43 seconds West 19.96 feet; thence North 75 degrees 28 minutes 52 seconds East 87.32 feet; thence North 80 degrees 11 minutes 27 seconds East 101.12 feet; thence South 88 degrees 24 minutes 58 seconds East 100.12 feet; thence North 88 degrees 43 minutes 17 seconds East 70.00 feet; thence North 39 degrees 19 minutes 22 seconds East 46.10 feet; thence South 74 degrees 34 minutes 45 seconds East 104.40 feet; thence South 88 degrees 24 minutes 58 seconds East 100.12 feet; thence South 81 degrees 05 minutes 16 seconds East 84.72 feet; thence North 88 degrees 39 minutes 07 seconds East 6.51 feet; thence North 1 degree 20 minutes 53 seconds West 2,623.29 feet; thence North 1 degree 03 minutes 28 seconds West 2,277.73 feet; thence North 88 degrees 56 minutes 34 seconds East 20.00 feet; thence South 1 degree 03 minutes 28 seconds East 976.74 feet; thence North 87 degrees 52 minutes 49 seconds East 10.00 feet; thence South 1 degree 03 minutes 28 seconds East 1,287.70 feet; thence North 88 degrees 54 minutes 00 seconds East 9.94 feet; thence South 1 degree 11 minutes 47 seconds East 25.24 feet; thence South 88 degrees 38 minutes 51 seconds West 19.94 feet; thence South 1 degree 20 minutes 52

seconds East 124.98 feet; thence North 88 degrees 39 minutes 55 seconds East 25.03 feet thence South 1 degree 20 minutes 05 seconds East 35.00 feet; thence South 88 degrees 39 minutes 55 seconds West 25.02 feet; thence South 1 degree 20 minutes 53 seconds East 2,253.02 feet; thence South 88 degrees 25 minutes 09 seconds West 10.01 feet to the west line of said Section 18; thence South 1 degree 20 minutes 52 seconds East 230.95 feet along said west line to the southwest corner of said Section 18; thence South 1 degree 38 minutes 27 seconds East 12.38 feet along the east line of said Section 13 to the point of beginning and containing 6.212 acres more or less.

Leased Premises - Allpoints Parkway:

A part of the Northeast and Northwest Quarters of Section 18, Township 15 North, Range 2 East, of the Second Principal Meridian, Washington Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of Section 13, Township 15 North, Range 1 East; thence North 01 degree 03 minutes 27 seconds West 13.03 feet along the East line of said Quarter to the Southwest corner of the Northwest Quarter of Section 18, Township 15 North, Range 2 East; thence North 87 degrees 54 minutes 06 seconds East 20.00 feet along the South line of said Quarter to the East line of a Grant of Right of Way for Highway Purposes as described in Book 2, Page 194 in the Office of the Recorder of Hendricks County, Indiana and being the Point of Beginning; thence North 01 degrees 03 minutes 27 seconds West 324.27 feet along said East; thence South 04 degrees 54 minutes 10 seconds East 157.89 feet; thence South 55 degrees 30 minutes 12 seconds East 34.40 feet; thence North 88 degrees 56 minutes 36 seconds East 141.07 feet to a point of curvature to the right having a radius of 1,035.00 feet, the radius point of which bears South 01 degrees 03 minutes 24 seconds East; thence Easterly 203.41 feet along said curve to a point which bears North 10 degrees 12 minutes 13 seconds East from said radius point to a point of reverse curve to the left having a radius of 965.00 feet, the radius point of which bears North 10 degrees 12 minutes 13 seconds East; thence Easterly 166.37 feet along said curve to a point which bears South 00 degrees 19 minutes 33 seconds West from said radius point; thence North 79 degrees 51 minutes 26 seconds East 99.65 feet; thence North 88 degrees 05 minutes 12 seconds East 85.00 feet; thence South 83 degrees 22 minutes 58 seconds East 101.12 feet; thence North 88 degrees 05 minutes 12 seconds East 1,544.44 feet to the West line of the Secondary Plat of Section 2 Lot 3 Allpoints Midwest Business Park recorded July 01, 2014 as document 201413156 and as amended by the First Amendment to the Secondary Plat of Allpoints Midwest Business Park Section 2- Lot 3 recorded October 24, 2014 as document 201422503, in said Recorders Office; thence South 01 degrees 54 minutes 57 seconds East 0.02 feet along said West line of the Southwest corner of said Plat; thence North 88 degrees 05 minutes 59 seconds East 63.55 feet along the South line of said Plat to the Northwest corner of Allpoints Parkway Right of Way dedicated to The Town of Plainfield by Instrument Number 201027259 in said Recorders Office and as shown on the Amended Plat of Allpoints Midwest Business park Section One (Incremental) Lot 1 recorded as Instrument Number 200809789 (Plat Cabinet 7, Slide 2 A, B) in said Recorders Office; thence South 01 degrees 54 minutes 01 seconds East 70.00 feet along said Allpoints Parkway to the Southwest corner thereof; thence continuing South 01 degrees 54 minutes 01 seconds East 4.96 feet on the Southerly extension of said Allpoints Parkway; thence South 88 degrees 05 minutes 12 seconds West 1,607.97 feet; thence South 85 degrees 13 minutes 27 seconds West 100.12 feet; thence South 88 degrees 05 minutes 12 seconds West 85.00 feet; thence North 88 degrees 38 minutes 53 seconds West 101.72 feet to the point of curvature of a non-tangent curve to the right having a radius of 1,040.00 feet, the radius point of which bears North 00 degrees 19 minutes 32 seconds East; thence Westerly 179.30 feet along said curve to a point which bears South 10 degrees 12 minutes 13 seconds West from said radius point; to a point of reverse curve to the left having a radius of 960.00 feet, the radius point of which bears South 10 degrees 12 minutes 13 seconds West; thence Westerly 188.67 feet along said curve to a point which bears North 01 degrees 03 minutes 24 seconds West from said radius point; thence South 88 degrees 56 minutes 36 seconds West 108.07 feet; thence South 70 degrees 37 minutes 20 seconds West 63.62 feet; thence South 11 degrees 07 minutes 36 seconds West 52.93 feet to the Point of Beginning, containing 189,250.16 square feet or 4.345 acres, more or less.