CITY OF FISHERS AGENDA

The public may stream the meeting online.

Members of the public may submit comments online.

BOARD/COMMISSION: Finance Committee Meeting
DATE: 4/10/2024, at 5:00 PM
DIRECTIONS: Fishers Pavilion Conference Room (the standalone building behind City Hall)

FINANCE COMMITTEE MEETING, 5:00 p.m., Pavilion Conference Room

1. **Meeting Called to Order**
2. **Announcements**
3. **Consent Agenda**
    a. Request to review the previous meeting memoranda- Minutes for March 12, 2024
    b. R041524 - A Resolution authorizing the Common Council Authorizing the CityController to Transfer Certain Funds:
4. **Resolution**
    a. . R041524A - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional General Fund Funds to the City of Fishers Municipal Budget
    b. R041524B - A Resolution of the Common Council of the City of Fishers, Indiana Declaringan Official Intent to Reimburse Expenditures:
    c. R041524C - A Resolution of the Common Council of the City of Fishers, Indiana Approving A Garage Lease Between the Fishers Town Hall Building Corporation, as

Lessor, and the Fishers Redevelopment Commission, as Lessee, and a Public Lease Between the FishersTown Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each with Respect to the CityView Project, and Addressing Matters Related Thereto

5. **Ordinances**

   a. 041524 - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds,Series 2024C (CityView Tax Increment Revenue) and Authorizing and Approving Other Actions in Respect Thereto - 1st Reading

   b. 041524A - Ordinance of the Common Council of the City of Fishers, Indiana Authorizing theIssuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds,Series 2024D (CityView Special Benefits Tax) and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving Other Actions in Respect Thereto -1st Reading

6. **Regular Items - Unfinished/New Business**

7. **Regular Items - Meeting Adjournment**

Fishers Finance Committee
Minutes
March 12, 2024

BOARD/COMMISSION: City of Fishers Finance Committee
DATE: 3/12/2024
DIRECTIONS: Fishers Pavilion Conference Room (the standalone building behind City Hall)

FINANCE COMMITTEE MEETING, 5:00 p.m., Pavilion Conference Room

1. **Meeting Called to Order**
   - Chairman John Weingardt called the meeting to order at 5:02 p.m. Present were Selina Stoller, Bill Stuart, John DeLucia, and Cecilia Coble. Others present were City Clerk Jennifer Kehl and Lisa Bradford.
2. **Announcements**: None
3. **Consent Agenda**
   - **a.** Request to review the previous meeting memoranda:
     - I. **Minutes for February 19, 2024**
   - **b.** **R031824** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds: Council Action Form | Resolution | Exhibit A
     - Selina Stoller made a motion to approve the Consent Agenda and send **R031824** to the full council for approval. Cecilia Coble seconded the motion. There was no remonstrance and the motion passed.

RESOLUTIONS:

4. **R031824A** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Sewer Availability Funds to the City of Fishers Municipal Budget: Council Action Form | Resolution | Exhibit A | Exhibit B
   - Lisa Bradford gave her presentation to the committee members.
   - Selina Stoller made a motion to send resolution **R031824A** to the full council for approval. John Delucia seconded the motion. There was no remonstrance and the motion passed.
5. **R031824B** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Municipal Health Funds to the City of Fishers Municipal Budget: Council Action Form | Resolution | Exhibit A | Exhibit B
   - Lisa Bradford gave her presentation to the committee members.
     made a motion to send resolution **R031824A** to the full council for approval. John Delucia seconded the motion. There was no remonstrance and the motion passed.
   - Lisa Bradford gave her presentation to the committee members.
   - Bill Stuart made a motion to send resolution **R031824B** to the full council for approval. John Delucia seconded the motion. There was no remonstrance and the motion passed.

ORDINANCES:

6. **None**

Regular Items

7. Any other Unfinished / New Business

- **None**

8. Meeting Adjournment

- Bill Stuart made a motion to adjourn the meeting. Selina Stoller seconded the motion. There was no remonstrance and all members yay. The motion passed.
- The meeting was adjourned at 5:07 p.m.

Respectfully Submitted,

Jennifer L. Kehl

Jennifer L. Kehl
Fishers City Clerk

BUDGET & FINANCE COMMITTEE REPORT
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

* This is a Report of the Budget & Finance Committee. Minutes of the committee meeting can be found online at https://fishersin.gov/agenda-center/

Cecilia Coble, Chairperson
John Weingardt, Committee Member
John P. DeLucia, Committee Member
Selina Stoller, Committee Member
Bill Stuart, Committee Member

Meeting - 03-12-2024

I. **Resolution R031824** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds.

Committee Recommendation:

- ☒ Passage
- ☐ Non-Passage
- ☐ Amendment
- ☐ No Recommendation

II. **Resolution R031824A** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Sewer Availability Funds to the City of Fishers Municipal Budget.

Committee Recommendation:

- ☒ Passage
- ☐ Non-Passage
- ☐ Amendment
- ☐ No Recommendation

III. **Resolution R031824B** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Municipal Health Funds to the City of Fishers Municipal Budget.

Committee Recommendation:

- ☒ Passage
- ☐ Non-Passage
- ☐ Amendment
- ☐ No Recommendation

City of Fishers

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2024 04	5	04/16/2024	FLEET	R041524	BUA	FltDieslEx	1	1

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
1	10106010 1010.601.00.000.42200.	42200		General Fund - Fleet	Operating Supplies Diesel Exhaust Filtration Syst	04/16/2024	748,000.00	-9,996.00	738,004.00	
2	10106010 1010.601.00.000.44500.	44500		General Fund - Fleet	Machinery and Equipment Diesel Exhaust Filtration Syst	04/16/2024	.00	9,996.00	9,996.00	
					** JOURNAL TOTAL			0.00		

City of Fishers

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valoisl

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3		ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2024 4 5									
BUA 10106010-42200						Operating Supplies	5		9,996.00
04/16/2024	FltDieslEx	FLEET	R041524		T	Diesel Exhaust Filtration Syst			
BUA 10106010-44500						Machinery and Equipment	5	9,996.00	
04/16/2024	FltDieslEx	FLEET	R041524		T	Diesel Exhaust Filtration Syst			
						JOURNAL 2024/04/5	TOTAL	.00	.00

City of Fishers

munis a tyler erp solution

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
			FUND TOTAL	.00	.00

** END OF REPORT - Generated by Lorena Valois **

City of Fishers

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2024 04	4	04/16/2024	HD	R041524	BUA	HDSvcsRent	1	1

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
1	21105058 2110.501.58.000.44920.	44920		Municipal Health Fund - HD	Capital Expenses HD Rent Clinic HD Admin office	04/16/2024	100,172.00	-50,000.00	50,172.00	
2	21105058 2110.501.58.000.43100.	43100		Municipal Health Fund - HD	Professional Services HD Rent Clinic HD Admin office	04/16/2024	204,138.00	50,000.00	254,138.00	
					** JOURNAL TOTAL			0.00		

Report generated: 03/26/2024 09:26
User: valoisl
Program ID: bgamdent

City of Fishers

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valoisl

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3		ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2024 4 4									
BUA 21105058-44920						Capital Expenses	5		50,000.00
04/16/2024	HDSvcsRent	HD	R041524		T	HD Rent Clinic HD Admin office			
BUA 21105058-43100						Professional Services	5	50,000.00	
04/16/2024	HDSvcsRent	HD	R041524		T	HD Rent Clinic HD Admin office			
						JOURNAL 2024/04/4	TOTAL	.00	.00

Report generated: 03/26/2024 09:26
User: valoisl
Program ID: bgamdent

City of Fishers

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
			FUND TOTAL	.00	.00

** END OF REPORT - Generated by Lorena Valois **

RESOLUTION NO. R041524

A RESOLUTION AUTHORIZING THE CITY CONTROLLER TO TRANSFER CERTAIN CITY OF FISHERS BUDGET FUNDS INTO CERTAIN BUDGET CATEGORIES

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") has budgeted certain amounts of funds that are used for general municipal operational purposes of the City;

WHEREAS, the certain funds as described in Exhibit A, which is attached hereto and incorporated herein ("Transfers") are in need of various transfers in order to continue their intended purposes and operations; and

WHEREAS, the Common Council for the City of Fishers, Hamilton County, Indiana ("City Council") now desires to authorize the City Controller to transfer said funds into said accounts, all is further described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

Section 1. The Council hereby authorizes the City Controller to make all transfers as described in Exhibit A ("Transfers") and execute them in a timely and orderly fashion.

Section 2. This Resolution shall be in full force and effect from and upon its passage and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana this 15th day of April, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the ________ day of _______2024 at _________________p.m.

ATTEST: _________________________________
Jennifer L. Kehl, Fishers City Clerk

<u>MAYOR'S APPROVAL</u>

_________________________ __________________
Scott A. Fadness, Mayor **DATE**

<u>MAYOR'S VETO</u>

____________________________ _____________________________
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." <u>Lindsey Bennett</u>

Council Action Form

MEETING DATE	April 15, 2024			
TITLE	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☒Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #:		Resolution #: R041524	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head ☒ Department Head ☐ Deputy Mayor ☐ Mayor ☐ Legal Counsel – *Name of Reviewer:*	☒ Controller's Office ☒ Finance Committee ☐ Technical Advisory Committee ☒ Other: Corresponding Department Heads

BACKGROUND (Includes description, background, and justification)	A transfer of funds from one appropriation to another means removing monies from one category such as "supplies" and moving it to another such as "contractual services". Due to various circumstances and reasons sometimes throughout the year budget appropriations in their respective funds need to be transferred to avoid drawing a negative balance. When this occurs, the respective department provides a written and signed transfer request to the Controller's Office. All transfers require Department Head approval before submission to the Controller's Office, whether or not they are between categories (ex. 200's to 300's) in the same department or transfers between departments. Transfers between departments also require City Council approval in addition to Department Head approval. As such, all transfers requiring City Council approval are prepared by the Controller's Office and submitted to the City Council for approval. Upon approval they are processed by the Controller's Office. Money cannot be transferred between funds. Attached is a resolution and its accompanying Exhibit A ("Transfers") requesting authorization for the City Controller to transfer all funds as outlined in the exhibit.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	See Exhibit A
	Additional Appropriation #:	N/A
	Narrative:	This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.

OPTIONS (Include *Deny Approval* Option)	1.	Approve this resolution and authorize the City Controller to make the transfers
	2.	Deny this resolution and request
	3.	Approve selected transfer requests
	4.	Provide alternate direction

PROJECT TIMELINE	All approved transfers will be transferred respectively immediately following approval.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the City Council approve this resolution authorizing the City Controller to transfer all funds as outlined in Exhibit A and fully oversee this process and request.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A

Form Revised: 03/20/2019

CERTIFIED COPY OF ADDITIONAL APPROPRIATION
State Form 55819 (R3 / 11-17)
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

Section I

When reporting the appropriation of bond proceeds, complete Section I; lines A, B, C and 5 of Section II; Section III; and Section IV.

UNIT NAME: City of Fishers — Unit Number: 0642

COUNTY NAME: Hamilton — County Number: 29

Date of Publication *(month, day, year)*: 4/3/2024 — Newspaper Name: Times of Noblesville

Date of Publication *(month, day, year)*: ______ — Newspaper Name: ______

Date of Public Hearing *(month, day, year)*: 4/15/2024

Date Resolution Passed *(month, day, year)*: 4/15/2024

DLGF USE ONLY

Date Received *(month, day, year)*: ______

Order Number: ______

Section II

Complete a column for each fund for which the additional appropriations are being made. Values omitted from the sheet may impact the Department's review and approval of the request. Rows A and B should be completed using the fund number and fund name as listed on the Fund Report of the Final 1782 Notice issued by the Department. A listing of these values may be found at: http://www.in.gov/dlgf/files/pdf/170630%20-%20Jones%20Memo%20-%20Additional%20Appropriations%20-%20Supplemental%20Information.pdf

A. DLGF Fund Number	0101				
B. Fund Name	General Fund				
C. Appropriation Amount Requested	$1,450,000.00	$0.00	$0.00		
D. Amount by Reduction *(Enter as a positive number.)*	$0.00	$0.00	$0.00		
E. Net Amount of Increase *(C minus D.)*	$1,450,000.00	$0.00	$0.00	$0.00	$0.00
1. Property Tax Levy (Line 16)	$35,967,087.00	$0.00	$0.00		
2. Levy Excess (Line 15)	$0.00	$0.00	$0.00		
3. PTRC from Local Income Tax (LIT) (Line 13A)	$0.00	$0.00	$0.00		
4. LIT Levy Freeze Amount (Line 13B)	$0.00	$0.00	$0.00		
5. Misc. Revenue (Line 8B) *(See Note #1.)*	$50,817,069.00	$0.00	$0.00		
6. January 1 Cash Balance *(Include investments.)*	$39,346,015.00	$0.00	$0.00		
7. Subtotal of Funds *(Add 1 thru 6.)*	$126,130,171.00	$0.00	$0.00	$0.00	$0.00
8. Less Circuit Breaker *(Amount From Circuit Breaker Report)*	$0.00	$0.00	$0.00		
9. Total Funds *(7 minus 8.)*	$126,130,171.00	$0.00	$0.00	$0.00	$0.00
10. DLGF Approved Budget (Line 1C)	$93,007,292.00	$0.00	$0.00		
11. Encumbered Appropriations Carried Forward From Previous Year	$6,884,373.00	$0.00	$0.00		
12. Temporary Loans Outstanding as of January 1	$0.00	$0.00			
13. Beginning Obligations *(Add 10 thru 12.)*	$99,891,665.00	$0.00	$0.00	$0.00	$0.00
14. Surplus Funds *(9 minus 13.)*	$26,238,506.00	$0.00	$0.00	$0.00	$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	$0.00	$0.00	$0.00		
16. Amount transferred to the Rainy Day Fund *(See Note #2.)*	$0.00	$0.00	$0.00		
17. Surplus Funds Remaining *(14 minus 15 minus 16.)*	$26,238,506.00	$0.00	$0.00	$0.00	$0.00

Note #1: If amount report on Row 5 is higher than 8B amount, then a revised Budget Form 2 must be attached with the Additional Appropriation Request.
Note #2: Row 16 cannot be used for additional appropriations for the rainy day fund. Transfers to the rainy day fund are entered as miscellaneous revenues on Line 5.

Section III

Please check the requested method for the Department to inform your unit of the status of the Additional Appropriation Request.

Check One:

☐ Follow Up Via E-mail — bradfordl@fishers.in.us
E-mail Address(es)

☐ Follow Up Via Mail — ______
Mailing Address *(Number, Street, City, State, ZIP Code)*

Section IV

I, ______ *(Please Print)* fiscal officer of ______ *(Please Print)*, do hereby certify that the above information is true and correct.

Signature — Title — Telephone Number — Date *(month, day, year)*

Completed additional appropriation requests may be submitted to the Department via e-mail at AdditionalAppropriationRequests@dlgf.in.gov or via fax (317) 974-1629.

PUBLISHER'S AFFIDAVIT

State of Indiana)
) ss:
Hamilton County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Tim Timmons who, being duly sworn, says that he is Publisher of **The Times** newspaper of general circulation printed and published in the English language in the city of **Noblesville** in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper for **1** time(s), the date(s) of publication being as follows:

4/3/2024

Subscribed and sworn to before me this **3** day of **April, 2024**.

Notary Public

My commission expires: **10/06/2030**
Jacob Hester
Resident of Montgomery County

Publisher's Fee: **$21.56**

JACOB HESTER
Notary Public - Seal
Montgomery County - State of Indiana
Commission Number NP0744160
My Commission Expires Oct 6, 2030

Cause #Additional Appropriations
TICKET: TL21354

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

The City of Fishers, Hamilton County, Indiana ("City"), pursuant to Ind. Code §6-1.1-18-5, hereby provides NOTICE that the City's Common Council ("Council") will conduct a public hearing during its April 15, 2024 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
General Fund – Capital Expense	$1,450,000	$0
Total	$1,450,000	$0

The Council meeting will take place at 7:00pm at the Huston Theatre, Launch Fishers, 12175 Visionary Way, Fishers, IN. Taxpayers appearing at the meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated this 28th day of March, 2024
CITY OF FISHERS
Lisa Bradford
City Controller
Hamilton County, Indiana

TL21354 4/3 1t hspaxlp

PUBLIC NOTICES

STATE OF INDIANA } IN THE HAMILTON CIRCUIT COURT
} SS CIVIL DIVISION
COUNTY OF HAMILTON } CAUSE NO. 29C01-2402-MI-001956
IN RE THE NAME CHANGE OF:
ROBIN D. DREMONAS,
Petitioner
NOTICE OF HEARING ON PETITION FOR CHANGE OF NAME

COMES NOW the Petitioner, Robin D. Dremonas, and submits Her Verified Petition for Name Change of Adult and hereby gives notice that Petition for Change of Name for an Adult has been filed in the Hamilton County Circuit Court request that the name of Robin D. Dremonas be changed to Robin D. Clubb. The Court, being fully advised in the matter, now finds that this matter should be and is hereby set for hearing.

WHEREFORE the Court orders that a Name Change Hearing is scheduled for July 12, 2024, at 10:00 AM, via audio/video technology using technology platform, which is more than thirty (30) days after the third publication of this Notice, for Thirty (30) minutes. Notice is further given that any person has the right to appear at the hearing on said Petition and/or to file objections on or before the hearing date.

IT IS SO ORDERED ADJUDGED AND DECREED this February 27, 2024

/s/ Kathy Kreag Williams
Clerk, Hamilton County
Distribution:
Rachel A. East
HOCKER LAW, LLC,
6626 East 75th Street, Suite 410
Indianapolis, Indiana 46250
29C01-2402-MI-001956

TL21341 3/20 3/27 4/3 3t hspaxlp

NOTICE OF DETERMINATION

Pursuant to Indiana Code § 6-1.1-20-5, notice is hereby given that the Board of School Trustees of the Westfield Washington Schools has preliminarily determined to enter into a lease agreement and issue bonds in one or more series in the aggregate principal amount of $302,000,000 to fund a portion of the Destination Westfield Projects, which include the (i) construction of a new middle school; (ii) expansion of the Virginia F. Wood Early Learning Center; (iii) construction of a transportation facility and related site improvements; and (iv) further renovation of and improvements to facilities in the School Corporation, including maintenance improvements and site improvements, and the purchase of equipment, technology, real estate and buses.

Dated: March 25, 2024

/s/ Secretary, Board of School Trustees
Westfield Washington Schools

TL21352 3/27 4/3 2t hspaxlp

NOTICE OF DETERMINATION

Pursuant to Indiana Code § 6-1.1-20-5, notice is hereby given that the Board of School Trustees of the Westfield Washington Schools has preliminarily determined to enter into a lease agreement and issue bonds in one or more series of bonds in the aggregate principal amount of $185,500,000 to fund a portion of the Destination Westfield Projects, which include the (i) construction of a new elementary school at Midland Crossing; (ii) demolition of all or a portion of the existing Shamrock Springs Elementary School and construction of a new elementary school thereon; (iii) renovation of the historic Westfield Library facility for academic use; and (iv) further renovation of and improvements to facilities in the School Corporation, including maintenance improvements and site improvements, and the purchase of equipment, technology, real estate and buses.

Dated: March 25, 2024

/s/ Secretary, Board of School Trustees
Westfield Washington Schools

TL21353 3/27 4/3 2t hspaxlp

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

The City of Fishers, Hamilton County, Indiana ("City"), pursuant to Ind. Code §6-1.1-18-5, hereby provides NOTICE that the City's Common Council ("Council") will conduct a public hearing during its April 15, 2024 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
General Fund – Capital Expense	$1,450,000	$0
Total	$1,450,000	$0

The Council meeting will take place at 7:00pm at the Huston Theatre, Launch Fishers, 12175 Visionary Way, Fishers, IN. Taxpayers appearing at the meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated this 28th day of March, 2024
CITY OF FISHERS
Lisa Bradford
City Controller
Hamilton County, Indiana

TL21354 4/3 1t hspaxlp

NOTICE OF PUBLIC HEARING

The City of Fishers, Hamilton County, Indiana ("City") hereby provides NOTICE that the City of Fishers Board of Public Works & Safety ("Board") meeting in a duly noticed public meeting approved Resolution R031224i amending the City's Traffic and Parking Schedules. Specifically, the approved resolution amends "Chapter 74, Schedule I (Through Streets and Stop Intersections) by creating a three way stop condition at the intersection of Midnight Line Drive, Garrano Lane, and Galileo Drive in the Steeplechase subdivision. A copy of the approved resolution is available for inspection at the City of Fishers, Department of Engineering, 1 Municipal Drive, Fishers, IN 46038 or online at www.fishers.in.us/agendacenter

TL21356 4/3 1t hspaxlp

SUMMONS – SERVICE BY PUBLICATION
STATE OF INDIANA) IN THE SUPERIOR COURT OF HAMILTON
) SS: COUNTY
COUNTY OF HAMILTON) NOBLESVILLE, INDIANA
WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.
PLAINTIFF
vs.
JOSEPH L. PONTEK A/K/A JOSEPH L. PONTEK SR.; BEVERLY K. PONTEK, DECEASED; UNKNOWN HEIRS AND/OR DEVISEES OF BEVERLY K. PONTEK, DECEASED ; ESTATE OF BEVERLY K. PONTEK, DECEASED
DEFENDANTS
CAUSE NO: 29D04-2403-MF-002664
NOTICE OF SUIT

To the defendants above named, and any other person who may be concerned.

You are notified that you have been sued in the Court above named.

The nature of the suit against you is the foreclosure of a mortgage upon the property legally described as follows:

Part of the Northwest Quarter, Section 22, Township 20 North, Range 4 East, Jackson Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence South along the West line of said Quarter 954.5 feet to the point of beginning; thence south along said line 151.09 feet; thence South 89 degrees 27 minutes 20 seconds East 326.53 feet; thence North 151.09 feet; thence North 89 degrees 27 minutes 20 seconds West 326.53 feet to the point of beginning.

Commonly known as:
26441 Devaney Road
Arcadia, IN 46030

This summons by publication is specifically directed to the following defendant(s) whose whereabouts are unknown.
Joseph L. Pontek A/K/A Joseph L. Pontek Sr.
Unknown Heirs and/or Devisees of Beverly K. Pontek, Deceased
Estate of Beverly K. Pontek, Deceased

In addition to the above-named defendants being served by this summons, there may be other defendants who have an interest in this lawsuit.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney with the Clerk of the Court for Hamilton County at:
Clerk of Hamilton County
One Hamilton County Square, #106
Noblesville, IN 46060
on or before the 17 day of May 2024, (the same being thirty (30) days after the Third Notice of Suit), and if you fail to do so a judgment may be entered against you for what the plaintiff has demanded.

Codilis Law, LLC
Electronically Signed by:
Brian Berger
19753-45
ATTEST:
Clerk, Hamilton Superior Court
Attorney for Plaintiff
Codilis Law, LLC
8050 Cleveland Place
Merrillville, IN 46410
(219) 736-5579
15-24-00366

NOTE: This law firm is a debt collector.

TL21357 4/3 4/10 4/17 3t hspaxlp

29D01-2403-ES-000104
STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT 1
) SS:
COUNTY OF HAMILTON)
In the Matter of the Estate of:
WESLEY LYNN NEAL,
Deceased.
NOTICE OF ADMINISTRATION

Notice is hereby given that Borkowski Legal Services, LLC d.b.a. Arrow Fiduciary Services was, on March 7th, 2024, appointed personal representative of the Estate of Wesley Lynn Neal (the Estate), who died on January 30, 2024.

All persons who have claims against this Estate, whether or not now due, must file their claim(s) in the office of the clerk of this court within three months from the date of the first publication of this notice, or within nine (9) months after the death of Wesley Lynn Neal, whichever is earlier, or the claims will be forever barred.

Dated at Noblesville, Indiana, March 7th, 2024

Kathy Kreag Williams
Clerk, Hamilton Superior Court 1

G. Max Rettig, 6349-49
Attorney for Borkowski Legal Services, LLC
d.b.a. Arrow Fiduciary Services
9101 Wesleyan Road, Suite 300
Indianapolis, IN 46268-2181
Telephone (317) 216-7464
Fax (317) 216-7461
max.rettig@mrettiglaw.com

TL21364 4/3 4/10 2t hspaxlp

NOTICE OF DETERMINATION TO ENTER INTO LEASE

Taxpayers of the Westfield Redevelopment District ("District"), the boundaries of which are coterminous with the boundaries of the City of Westfield, Indiana ("City"), are hereby notified that the Westfield Redevelopment Commission ("Commission") did on March 18, 2024, adopt a resolution preliminarily determining to enter into a lease for the purpose of providing funds for the cost of the refunding of a certain outstanding loan of the City as evidenced by a Note Purchase Agreement dated May 8, 2015 and acquisition and leasing of a certain building. The lease will be for a maximum term of 18 years from completion thereof with a maximum annual lease rental of $1,910,000.

Dated: March 27 and April 3, 2024.

WESTFIELD REDEVELOPMENT COMMISSION

TL21346 3/27 4/3 2t hspaxlp

SECTION 00 02 00 - NOTICE TO BIDDERS
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received:
By: Carmel Clay Schools
5201 East Main Street
Carmel, IN 46033
For: Cherry Tree Elementary School Additions & Renovations
Mechanical Re-Bid
139889 Hazel Dell Parkway
Carmel, IN 46033
At: Carmel Education Services Center
5201 E. Main Street
Carmel, IN 46033
Until: 2:00PM (local time), April 16, 2024
Bid Opening: Bids will be publicly opened and read aloud at 2:00PM (local time), in the Carmel Education Services Center and virtually via Microsoft Teams.

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 241 976 602 561
Passcode: pdZvoM
Download Teams | Join on the web
Or call in (audio only)
+1 317-762-3960,,945663613# United States, Indianapolis
Phone Conference ID: 945 663 613#

All work for the complete construction of the Project will be under one or more prime contracts with the Owner based on bids received and on combinations awarded. The Construction Manager will manage the construction of the Project.

Construction shall be in full accordance with the Bidding Documents which are on file with the Owner and may be examined by prospective bidders at the following locations:
Office of the Construction Manager
The Skillman Corporation
3834 S. Emerson Avenue, Building A
Indianapolis, IN 46203
The Skillman Plan Room
www.skillmanplanroom.com

Prime and Non-Prime Contract Bidders must place an order on www.skillmanplanroom.com to be able to download documents electronically or request printed documents. There is no cost for downloading the bidding documents. Bidders desiring printed documents shall pay for the cost of printing, shipping and handling. Reprographic Services are provided by:
Eastern Engineering 9901 Allisonville Road, Fishers, IN 46038, Phone 317-598-0661.

WAGE SCALE: Wage Scale does not apply to this project.

A Pre-Bid Conference will be held on March 26, 2024 Virtually via Team at 9:00am, local time. Attendance by bidders is optional, but recommended, in order to clarify or answer questions concerning the Drawings and Project Manual for the Project. Schedule a site visit with Tyler Barker, tbarker@skillman.com, Cell 317-474-2288

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 270 714 209 882
Passcode: Zka9yN
Download Teams | Join on the web
Or call in (audio only)
+1 317-762-3960,,969704841# United States, Indianapolis
Phone Conference ID: 969 704 841#

Bid security in the amount of ten percent (10%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The successful Bidders will be required to furnish Performance and Payment Bonds for one hundred percent (100%) of their Contract amount prior to execution of Contracts.

Contractors submitting bids for the performance of any Work as specified in this building Project should make such Bids to. Contractors are advised that the Contract as finally entered into with any successful Bidder may be entered into with either the School Corporation or the Building Corporation or certain portions of the Contract may be entered into by both the School Corporation and the Building Corporation.

The Owner reserves the right to accept or reject any Bid (or combination of Bids) and to waive any irregularities in bidding. All Bids may be held for a period not to exceed 60 days before awarding contracts.

Carmel Clay Schools
By: Todd Fenoglio, Director of Facilities
END OF SECTION 00 02 00

TL21349 3/27 4/3 2t hspaxlp

29D02-2403-EU-000118
STATE OF INDIANA) IN THE HAMILTON COUNTY SUPERIOR COURT
)SS:
COUNTY OF HAMILTON) CAUSE NO. 29D02-2403-EU-000118
IN THE MATTER OF THE UNSUPERVISED)
ADMINISTRATION OF THE ESTATE OF)))
WILLIAM L. KENT, DECEASED.
NOTICE OF ADMINISTRATION
TO: ALL CREDITORS

In the Superior Court of Hamilton County, Indiana.

Notice is hereby given that Taylor Kent, was on this day, March 19, 2024, appointed Personal Representative of the estate of William L. Kent, deceased.

All persons having claims against said estate, Whether or not now due, must file the same in said court within three (3) months from the date of the first publication of this notice, or within nine (9) months after the decedent's death, whichever is earlier, or the said claims will be forever barred.

Dated at Noblesville, Indiana, this day, March 19, 2024.

Kathy Kreag Williams
CLERK, Hamilton County Superior Court

TL21358 4/3 4/10 2t hspaxlp

PUBLIC NOTICE

Gradison Land Development, Inc (6330 E 75th Street, Suite 156, Indianapolis IN 46250) is submitting an NOI letter to notify the Indiana Department of Environmental Management of our intent to comply with the requirements of Hamilton County, as well as the requirements under the IDEM Construction Stormwater General Permit (CSGP), to discharge stormwater from construction activities for the following project: Magnolia Ridge Section 2B. More specifically, the project is located in the NE Quarter of Section 10, Township 18 North, Range 4 East, on the south side of 171th Street just east of Seminole Rd. Construction activity is scheduled to commence in April 2024, and construction should be completed by April of 2027. Run-off from the project site will discharge into the Vestal Drain. Questions or comments should be directed to:

Mark Gradison
Gradison Land Development, Inc
6330 E 75th Street, Suite 156
Indianapolis, IN 46250
(317) 506-1037

TL21359 4/3 1t hspaxlp

29D03-2403-EU-000121
NOTICE OF ADMINISTRATION

In the Superior Court of Hamilton County, Indiana.

In the matter of the unsupervised Estate of John E. Hollett, III, deceased.

Notice is hereby given that William S. Hollett and John P. Hollett were, on the 14th day of March, 2024, appointed personal representatives of the Estate of John E. Hollett, III, deceased, who died on the 1st day of March, 2024.

All persons who have claims against this estate, whether or not now due, must file the claim in the office of the clerk of this court within three (3) months from the date of the first publication of this notice or nine (9) months after the decedent's death, whichever is earlier, or the claims will be forever barred.

Dated at Noblesville, Indiana this March 15, 2024.

Kathy Kreag Williams
Clerk of the Hamilton Superior Court

Faegre Drinker Biddle & Reath LLP
Brant O. Gardner (I.D. #13978-49)
Suite 600
600 E. 96th Street
Indianapolis, IN 46240
T: 317-569-9600
F: 317-569-4800
E: brant.gardner@faegredrinker.com

TL21361 4/3 4/10 2t hspaxlp

STATE OF INDIANA) IN THE HAMILTON COUNTY SUPERIOR COURT
COUNTY OF HAMILTON) CAUSE NO. 29D03-2403-EU-000134
IN THE MATTER OF THE UNSUPERVISED ADMINISTRATION
OF THE ESTATE OF DELORES M. COOPER, DECEASED
NOTICE OF ADMINISTRATION

Notice is hereby given that James A. Gee was appointed Personal Representative of the Estate of Delores M. Cooper, Deceased, who died on February 24, 2024.

All persons who have claims against this estate, whether or not now due, must file the claim in the office of the clerk of this court within three (3) months from the date of the first publication of this notice, or within nine (9) months after the decedent's death, whichever is earlier, or the claims will be forever barred.

Dated at Noblesville, Indiana.
Clerk, Hamilton County Superior Court
Rebecca W. Geyer, Esq.
Disc. No. 21325-49
REBECCA W. GEYER & ASSOCIATES, PC
11550 N. Meridian Street, Ste. 200
Carmel, IN 46032
317-973-4555
317-489-5195 fax
rgeyer@rgeyerlaw.com

TL21365 4/3 4/10 2t hspaxlp

Alcohol & Tobacco Commission
LEGAL NOTICE OF PUBLIC HEARING

The Alcohol Beverage Board of Hamilton County, Indiana will hold a public hearing at 9:00 am on April 09, 2024 at the Hamilton Co Judicial Cntr (Commissioners Rm) 1 Hamilton Sq., 1 Hamilton Square in the city of Noblesville in said county, to investigate the propriety of holding an alcoholic beverage permit by the applicants listed herein to wit:

RR2941041 Beer & Wine Retailer Restaurant NEW
KURA SUSHI USA, INC. 11594 WHISTLE DRIVE, SUITE #120 Fishers IN
D/B/A KURA REVOLVING SUSHI BAR

TL21366 4/3 1t hspaxlp

Project: Industrial Drive Water Main Replacement Project
Owner: City of Carmel Utilities
30 West Main Street, Carmel, IN 46032
Engineer: American Structurepoint, Inc.
9025 River Road, Suite 200, Indianapolis, IN 46240

Notice is hereby given that the City of Carmel will receive sealed bids for the above described Project by the Clerk at the City of Carmel Clerk's Office, One Civic Square, Carmel, Indiana until 9:30 am (local time) on or before May 1, 2024. All bids shall be opened and publicly read during the Board of Public Works meeting, which begins at 10:00 am (local time). No late bids will be accepted. Bid envelopes should be clearly marked "Bid Enclosed – Industrial Drive Water Main Replacement Project" on the outside of the envelope. Please order the Bid such that the "Bid Form" with the Bid amount is the first page when opened.

A pre-bid conference will be held at 1:00 pm (local time) on April 10, 2024, virtually via Zoom at https://structurepoint.zoom.us/j/84700484028, Meeting ID: 847 0048 4028. The meeting can also be joined via telephone at 1-301-715-8592. The pre-bid meeting is intended to familiarize Bidders with this project. Since the project site is accessible at all times, bidders are welcome to conduct a site visit on their own without coordination with the Owner.

The Work, in general, consists of, but is not limited to, providing all labor, materials, and equipment, for installation of new water main along Industrial Drive including approximately 30 LF of 8-inch and 150 LF of 12-inch ductile iron pipe through open cut installation, approximately 450 LF of 12-inch HDPE DR 11 pipe through directional drilling, associated site restoration including pavement repair and curb restoration, and all related Work as shown in the Bid Documents.

Bid Documents may be examined during normal business hours Monday through Friday, 8:00 am to 4:00 pm, at the office of American Structurepoint, Inc., 9025 River Road, Suite 200, Indianapolis, IN 46240; and Carmel Utilities office, 30 West Main Street, Suite 200, Carmel, IN 46032. Paper copies of drawings and project manual or digital download must be obtained from Eastern Engineering, 9901 Allisonville Road, Fishers, IN 46038; www.structurepointplanroom.com. All payments and costs of Contract Documents are non-refundable.

Bidders shall assure that they have obtained complete sets of Drawings and Contract Documents and shall assume the risk of any errors or omissions in Bids prepared in reliance on incomplete sets of drawings and Contract Documents.

Bidders will be required to provide Bid security according to the requirements in Document 00 21 15 - Instructions to Bidders. Refer to other Bidding requirements described in Document 00 21 15 - Instructions to Bidders.

Submit your Bid on the Bid Form provided in the Bid Documents. Bids shall include all information requested by Indiana Form 96 (Revised 2013) included with the Bid Documents. As required by Bid Form 96, Section III, the Bidder shall submit a financial statement. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. Bidders will be required to complete an E-Verify Affidavit.

The Owner reserves the right to reject all bids in accordance with Indiana law. Owner may reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work when and as contemplated therein.

Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar with the Bid Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Your Bid will be required to be submitted under a condition of irrevocability for a period of 45 days after submission. Award will be made to the lowest, responsive, and responsible bidder. The lowest, responsive, and responsible bidder must not be debarred or suspended.

Questions will be due in writing to the engineer, Kaitlyn Currie, PE (KCurrie@structurepoint.com) no later than 1:00 PM on April 17, 2024. Any questions received afterward will not be responded to.

TL21347 3/27 4/3 2t hspaxlp

STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT 1)
SS:
COUNTY OF HAMILTON) CAUSE NUMBER: 29D01-2402-JC-000158
IN THE MATTER OF:
ST - DOB 5/23/2012
A CHILD ALLEGED TO BE
A CHILD IN NEED OF SERVICES
AND
GARRICK THOMAS (FATHER)
SUMMONS FOR SERVICE BY PUBLICATION
& NOTICE OF CHILD IN NEED OF SERVICES
HEARING
TO: Garrick Thomas
Whereabouts unknown

NOTICE IS HEREBY GIVEN to the above noted parent whose whereabouts are unknown, that the Indiana Department of Child Services has filed its Verified Petition Alleging the child to be in Need of Services, in accordance with I.C. 31-34-9-3, and that an adjudication hearing has been scheduled with the Court.

YOU ARE HEREBY COMMANDED to appear before the Judge of the Hamilton Superior Court 1, One Hamilton Square, #345, Noblesville, IN 46060 - 317-773-9655 for a(n) Initial/Fact Finding Hearing on 6/7/2024 at 8:30 AM. At said hearing, the Court will consider the Petition and evidence thereon and will render its decision as to whether the above named minor child is child in need of services and shall enter adjudication accordingly. Your failure to appear after lawful notice will be deemed as your default and waiver to be present at said hearing.

UPON ENTRY OF SAID ADJUDICATION, A DISPOSITIONAL HEARING will be held in which the Court will consider (1) Alternatives for the care, treatment, or rehabilitation for the child; (2) The necessity, nature, and extent of your participation in the program of care, treatment, or rehabilitation for the child; and (3) Your financial responsibility for any services provided for the parent, guardian or custodian of the child including child support.

YOU MUST RESPOND by appearing in person or by an attorney within thirty (30) days after the last publication of this notice, and in the event you fail to do so, an adjudication on said petition, judgment by default may be entered against you, or the court may proceed in your absence, without further notice.

Clerk
Patrick Goodwin, 35485-49
Attorney, Indiana Department of Child Services
938 N. 10th Street
Noblesville, IN 46060

TL21355 4/3 4/10 4/17 3t hspaxlp

PUBLIC NOTICE

Gradison Land Development, Inc (6330 E 75th Street, Suite 156, Indianapolis IN 46250) is submitting an NOI letter to notify the Indiana Department of Environmental Management of our intent to comply with the requirements of Hamilton County, as well as the requirements under the IDEM Construction Stormwater General Permit (CSGP), to discharge stormwater from construction activities for the following project: Magnolia Ridge Section 2A. More specifically, the project is located in the NE Quarter of Section 10, Township 18 North, Range 4 East, on the south side of 171th Street just east of Seminole Rd. Construction activity is scheduled to commence in April 2024, and construction should be completed by April of 2027. Run-off from the project site will discharge into the Vestal Drain. Questions or comments should be directed to:

Mark Gradison
Gradison Land Development, Inc
6330 E 75th Street, Suite 156
Indianapolis, IN 46250
(317) 506-1037

TL21360 4/3 1t hspaxlp

STATE OF INDIANA) IN THE HAMILTON CIRCUIT COURT
COUNTY OF HAMILTON) CASE NO: 29C01-2309-MI-8922
INRE:NAME CHANGE OF:
MELINDA SKEOCH-GILLETTE
NOTICE OF HEARING

Notice is hereby given that Petitioner, MELINDA SKEOCH-GILLETTE, through counsel, filed a Verified Petition for Change of Name to change her name from MELINDA SKEOCH-GILLETTE to MELINDA HELMIC.

The petition is scheduled for hearing in the Hamilton Circuit Court on July 12, 2024 at 10:00 am, which is more than thirty (30) days after the third notice of publication. Any person has the right to appear at the hearing and to file written objections on or before the hearing date. The parties shall report to One Hamilton County Square, Suite 337, Noblesville, IN 46060.

Date Clerk, Hamilton Circuit Court

TL21362 4/3 4/10 4/17 3t hspaxlp

29D01-2403-EU-000116
Hamilton Superior Court 1
STATE OF INDIANA) IN THE HAMILTON COUNTY SUPERIOR COURT
) SS.:
COUNTY OF HAMILTON) CAUSE NO: 29D01-2403-EU-000116
IN THE MATTER OF THE ESTATE OF)
ELIZABETH A. ERATH, DECEASED.)
NOTICE OF ADMINISTRATION

Notice is hereby given that on the March 12, 2024, Nancy E. Joyce was appointed personal representative of the Estate of Elizabeth A. Erath, deceased, who died on the 23rd day of February 2024.

All persons having claims against this estate, whether or not now due, must file the claim in the office of the Clerk of this Court within three (3) months from the date of the first publication of this notice, or within nine (9) months after the decedent's death, whichever is earlier, or the claims will be forever barred.

Dated this March 12, 2024.

Kathy Kreag Williams
Clerk of the Hamilton County Superior Court

TL21363 4/3 4/10 2t hspaxlp

NOTICE OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HAMILTON SOUTHEASTERN CONSOLIDATED SCHOOL BUILDING CORPORATION

The Board of Directors of the Hamilton Southeastern Consolidated School Building Corporation (the "Corporation") will meet for a special meeting on April 10, 2024, at 5:00 p.m., local time, in the Hamilton Southeastern Schools' Central Office, which is located at 13485 Cumberland Road, Fishers, Indiana.

The purpose of said meeting is to consider (i) authorizing the issuance of the Corporation's Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2024A (the "Bonds"), (ii) authorizing the distribution of a preliminary official statement, and the execution of a supplemental trust indenture and other documents relating to the Bonds, and (iii) any and all other business as may properly come before said meeting.

TL21373. 4/3 1t hspaxlp

NOTICE OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HAMILTON SOUTHEASTERN CONSOLIDATED SCHOOL BUILDING CORPORATION

The Board of Directors of the Hamilton Southeastern Consolidated School Building Corporation (the "Corporation") will meet for a special meeting on April 10, 2024, at 5:00 p.m., local time, in the Hamilton Southeastern Schools' Central Office, which is located at 13485 Cumberland Road, Fishers, Indiana.

The purpose of said meeting is to consider (i) authorizing the issuance of the Corporation's Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2024B (the "Bonds"), (ii) authorizing the distribution of a preliminary official statement, and the execution of a supplemental trust indenture and other documents relating to the Bonds, and (iii) any and all other business as may properly come before said meeting.

TL21374 4/3 1t hspaxlp

RESOLUTION NO. R041524A

A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL GENERAL FUND FUNDS TO THE CITY OF FISHERS MUNICIPAL BUDGET

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") has budgeted a certain amount of funds that are used for municipal operational purposes of the City of Fishers;

WHEREAS, it has been determined that it is now necessary to appropriate more money than what was appropriated in the annual budget as a certain appropriation is needed in order to continue this fund's intended purpose and operation;

WHEREAS, the Common Council for the City of Fishers ("City Council") is desirous to authorize the City Controller to make such appropriation; and

WHEREAS, a duly noticed public hearing has been held in accordance with Indiana law.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

Section 1. The following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same:

Fund Name: General Fund

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification:		
Personal Services	$	$
Supplies	$	$
Other Services & Charges	$	$
Township Assistance	$	$
Debt Service	$	$
Capital Outlays	$1,450,000	$1,450,000
TOTAL for General Fund	$ 1,450,000	$ 1,450,000

Section 2. The City Council hereby authorizes the City Controller to complete the additional appropriation as further described herein.

Section 3. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City Council of the City of Fishers, Hamilton County, Indiana, this 15th day of April, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the ________ day of __________________,2024 at ____________p.m.

ATTEST: ___________________________________
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

__________________________ __________________________

Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

__________________________ __________________________

Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey M. Bennett

Council Action Form

MEETING DATE	April 15, 2024			
TITLE	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional General Fund Funds to the City of Fishers Municipal Budget			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department: Controller			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1st Reading	☐ 2nd Reading	☒ Public Hearing	☐ 3rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R041524A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ Contract **required** for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐ Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document **must** be recorded with the County Recorder's Office ☐ Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – *Name of Reviewer:*	

BACKGROUND (Includes description, background, and justification)	An additional appropriation is a request from staff to move allocated funding that exists in an account or fund that has not been approved for spending, to be allocated for spending. In other words, if an account or fund has a certain amount of money in it and the fiscal body has only authorized a certain percentage or amount that can be spent; then the fiscal body must authorize funds out of the cash balance (the portion of funding that exists between the authorized amount and the total amount in the fund) before such can been used. On September 19, 2022 the Fishers City Council approved a resolution on the execution of a lease to finance the City Arts & Municipal Complex. As part of this project, the Fishers City Council also approved a resolution on May 16, 2022, adopting a capital plan and identifying funds to be applied to certain projects (City Arts & Municipal Complex). This resolution recognized the use of General Funds for the City Arts & Municipal Complex. These funds were identified to finance the project. The amount of funds used for payment in the general fund was offset by a reduction of expenses in 2022 paid by American Rescue Plan Funds and there was no budgetary impact to the general fund. The City identified the general funds and encumbered the balance to carry into the 2023 fiscal year. During 2023 the encumbrance was modified to update vendors and amounts and due to the constraints within the Tyler Munis financial system, the original encumbrance amount could not retained. This made the balance of the encumbrance carried into 2024 less than what it should have been by the amount of the additional appropriation, $1,450,000. Approval of this additional appropriation will have no financial impact on the 2024 general fund balance as this encumbrance was previously budgeted for and included in fiscal planning.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	General Fund Funds $1,450,000
	Source of Funds:	Cash Balance
	Additional Appropriation #:	10101011 44920
	Narrative:	This item is an action of requesting that $1,450,000 be moved from the cash balance (unappropriated funding) into the spending category (appropriated funding).

OPTIONS (Include *Deny Approval* Option)	1.	Approve this resolution and request
	2.	Deny this resolution and request
	3.	Provide alternate direction
	4.	

PROJECT TIMELINE	This item is effective upon adoption and has to be reported to the Indiana Department of Local Government Finance (DLGF) which will be done immediately.

STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends adoption of this resolution and authorization for the City Controller to fully oversee and execute this request
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Advertising 3. Exhibit B - Additional Appropriation Worksheet for DFLG online entry

RESOLUTION NO. R041524B

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, DECLARING AN OFFICIAL INTENT TO REIMBURSE EXPENDITURES

WHEREAS, the City of Fishers, Indiana (the "City") for itself or through one or more of its departments, boards or commissions, has made or intends to make certain expenditures (the "Expenditures") for all or a portion of the acquisition, design and construction of certain and infrastructure projects related to improvements to State Road 37, including but not limited to the replacement of signalized intersections of State Road 37 at 141st Street, the construction of a roundabout at the intersection of 141st Street and Prairie Lakes Drive, and projects related thereto (collectively, the "Project"); and

WHEREAS, the City reasonably expects to reimburse all or a portion of the Expenditures with proceeds of one or more series of bonds and/or bond anticipation notes to be issued by the City, or by the City's Redevelopment Authority who will lease all or a portion of the Project to the City, in the maximum expected aggregate principal amount of Thirty-Three Million Dollars ($33,000,000) (the "Bonds"); and

WHEREAS, the Common Council of the City (the "Common Council") now desires to establish its intent, pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c), that said Expenditures are to be reimbursed from the proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, that:

Section 1. The Common Council hereby declares its official intent to reimburse the Expenditures with proceeds of the Bonds.

Section 2. This Resolution shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as required by law.

ALL OF WHICH IS SO RESOLVED by the Common Council of the City of Fishers on this _____ day of ____________, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of __________________2024, at ____________p.m.

ATTEST: ___________________________________
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

___________________________ ______________________________
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

______________________________ ______________________________
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204.

"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." /s/ Richard J. Hall.

DMS 42678755.1

Council Action Form

MEETING DATE	April 15, 2024			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Declaring an Official Intent to Reimburse Expenditures			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1st Reading	☐ 2nd Reading	☐ Public Hearing	☐ 3rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R041524B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ Contract **required** for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☐ Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document **must** be recorded with the County Recorder's Office ☐ Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller’s Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Rick Hall, Barnes and Thornburg, LLP	

BACKGROUND (Includes description, background, and justification)	This Resolution declares the City's official intent to reimburse costs of the upcoming State Road 37 Project construction from the proceeds of one or more series of bonds that may be issued by the City. This declaration of official intent is intended to permit the City to comply with Treasury Regulation § 1.150-2 and Indiana Code 5-1-14-6(c) each of which govern the use of bond proceeds to reimburse project costs incurred prior to the issuance of bonds.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	Reimbursement of up to $33,000,000 of project costs.
	Source of Funds:	Bond proceeds of a possible future issuance of bonds
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council adopt the Resolution
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution

Form Revised: 03/20/2019

PUBLIC LEASE

by and between

FISHERS TOWN HALL BUILDING CORPORATION, as Lessor

and

FISHERS REDEVELOPMENT COMMISSION, as Lessee

Dated as of _________ ___, 2024

<u>LEASE</u>

THIS LEASE (this “Public Lease”), entered into as of this ___ day of ________, 2024, by and between the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the “Lessor”), and the Fishers Redevelopment Commission (the “Lessee”), the governing body of the City of Fishers Department of Redevelopment, acting for and on behalf of the City of Fishers, Indiana (the “City”);

WITNESSETH:

WHEREAS, the Lessor exists for the purpose, among others, of the financing and leasing of buildings and other capital improvements in the City; and

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with IC 36-7-14 (the “Redevelopment Act”); and

WHEREAS, to foster economic development in the City, the Lessor, and the Lessee desire to provide desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and other infrastructure improvements, and the completion of related improvements by CityView Fishers, LLC (the “Developer”), all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west in the City (collectively, the “Project”), in accordance with the Project Agreement, between the Developer, the City, the Lessor, the Lessee, and the City of Fishers Economic Development Commission, dated as of July 13, 2023 (the “Project Agreement”); and

WHEREAS, as further described in the Project Agreement, a portion of the costs of the acquisition and construction of the Project will be financed by the proceeds of bonds to be issued by the City in a maximum original issued amount not to exceed Twenty-Three Million Dollars ($23,000,000) (the “2024D Bonds”), pursuant to IC 36-7-11.9 and 12 (the “EDC Act”) and a Trust Indenture, to be dated as of the first day of the month in which the 2024D Bonds are sold (the “2024D Indenture”), between the City and the financial institution selected to serve as bond trustee (the “Trustee”); and

WHEREAS, the proceeds of the 2024D Bonds will be loaned by the City to the Lessor pursuant to a Loan Agreement to be dated as of the first day of the month in which the 2024D Bonds are sold (the “2024D Loan Agreement”), by and between the City and the Lessor; and

WHEREAS, pursuant to the Project Agreement, the Lessor shall use the proceeds of the 2024D Bonds to finance all or a portion of the obligations of the City, the Lessor and the Lessee under the Project Agreement; and

WHEREAS, the 2024D Bonds will be payable solely from payments made by the Lessor pursuant to the 2024D Loan Agreement; and

WHEREAS, the Lessor's obligations under the 2024D Loan Agreement will be payable solely from the annual rentals to be paid by the Lessee under this Public Lease and the Garage Lease, dated as of ________ __, 2024, between the Lessor, as lessor and the Lessee, as lessee (the "Garage Lease"), and such payments by the Lessee under this Public Lease and the Garage Lease will be assigned by the Lessor to the Trustee to pay debt service on and other necessary incidental expenses related to the 2024D Bonds; and

WHEREAS, the Lessee has previously adopted and amended resolutions designating a certain area of the City known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Economic Development Area") as an economic development area under Section 41 of the Redevelopment Act and approving an economic development plan for the Economic Development Area; and

WHEREAS, the Lessee has previously adopted and amended resolutions designating portions of the Economic Development Area known as the "CityView Allocation Area", the "Downtown Allocation Area", the "Allisonville Corridor Allocation Area", the "116th Street Allocation Area", the "Fishers Tech Park Allocation Area", the "Sun King Allocation Area", the "126th & Cumberland Allocation Area", the "River Place Allocation Area", the "District South Allocation Area", and the "Britton Park Allocation Area" (the "Allocation Areas") as allocation areas under Section 39 of the Redevelopment Act; and

WHEREAS, the Lessee reasonably expects, but is not legally required, to pay lease payments under this Public Lease from any revenues legally available to the Lessee, including certain tax increment revenues received by the Lessee, pursuant to Indiana Code 36-7-14-39 from the Allocation Areas; and

WHEREAS, pursuant to Indiana Code 36-7-14-27 the Lessee has the authority to levy a special benefits tax upon all property in the City of Fishers Redevelopment District (the "District"); and

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described in Exhibit A (such real estate, together with any roads or other improvements that, on the date hereof, are located thereon, collectively, the "Public Leased Premises"), and such interests shall be for a term no less than the term of this Public Lease; and

WHEREAS, the value of the Public Leased Premises is estimated to be not less than _________________ Dollars ($___________); and

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Redevelopment Act and after notice given pursuant to Ind. Code § 5-3-1, that the lease rentals provided for in this Public Lease are fair and reasonable, that the execution of this Public Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Council has by ordinance approved this Public Lease; and

WHEREAS, the Lessor has duly authorized the execution of this Public Lease.

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

The Lessor does hereby lease, demise and let to Lessee all of the Lessor's right, title and interests in and to the Public Leased Premises.

TO HAVE AND TO HOLD the Public Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date of issuance of the 2024D Bonds and ending on the day prior to a date not later than twenty (20) years after the date of issuance of the 2024D Bonds. However, the term of this Public Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Public Leased Premises pursuant to Section 10 and the payment of the option price, or (b) the payment or defeasance of all 2024D Bonds issued (i) to finance the cost of the Public Leased Premises, (ii) to refund all or a portion of such 2024D Bonds, (iii) to refund all or a portion of such refunding 2024D Bonds, or (iv) to improve the Public Leased Premises; provided that no 2024D Bonds or other obligations of the Lessor issued to finance the Public Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Public Leased Premises and the Lessor warrants and will defend the Public Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Public Leased Premises may be amended to add additional property to the Public Leased Premises or remove any portion of the Public Leased Premises, provided however, following such amendment, the rentals payable under this Public Lease shall be based on the value of the portion of the Public Leased Premises which is available for use, and the rental payments due under this Public Lease, together with rental payments due under the Garage Lease, shall be in amounts sufficient to pay when due all principal of and interest on all outstanding 2024D Bonds. In the event that all or a portion of the Public Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend this Public Lease to add to and/or replace a portion of the Public Leased Premises to the extent necessary to provide for available Public Leased Premises with a value supporting rental payments under this Public Lease, together with rental payments due under the Garage Lease, sufficient to pay when due all principal of and interest on outstanding 2024D Bonds.

2. LEASE RENTAL. (a) Fixed Rental Payments. The Lessee agrees to pay rental for the Public Leased Premises at a rate per year during the term of the Public Lease not to

exceed _______________ Dollars ($________) payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Public Leased Premises which are available for use and occupancy by the Lessee at the time such semi-annual installment is made. The first rental installment shall be due on a July 15 or January 15, determined on the date of issuance of the 2024D Bonds, but not earlier than _______ ___, 202__. Thereafter, such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year. The last semi-annual rental payment due before the expiration of this Public Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Public Lease.

After the sale of the 2024D Bonds, the annual rental shall be reduced to an amount which, together with lease rentals payable by the Lessee under the Garage Lease, is sufficient to pay principal and interest due in each twelve (12) month period commencing each year on July 15 rounded up to the next One Thousand Dollars ($1,000), plus Five Thousand Dollars ($5,000) each year, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Public Leased Premises which are available for use by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Public Lease at the end hereof in the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the 2024D Bonds, and such endorsement shall be recorded as an addendum to this Public Lease.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Public Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Public Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the 2024D Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase 2024D Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the 2024D Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Public Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Fixed Annual Rentals and the Additional Rentals shall be payable solely from the revenues of the special benefits tax levied by the Lessee pursuant to Indiana Code 36-7-14-27 upon all property in the District (the "Special Tax Revenues"). The Lessee may pay the Fixed Annual Rentals and the Additional Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee, including certain tax increment revenues received by the Commission, pursuant to IC 36-7-14-39, from the Allocation Areas; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the Special Tax Revenues received by the Lessee.

3. PAYMENT OF RENTALS. All rentals payable under the terms of this Public Lease shall be paid to the Trustee under the 2024D Indenture securing the 2024D Bonds. Any successor trustee under the 2024D Indenture shall be endorsed on this Public Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Public Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. DAMAGE TO PREMISES; ABATEMENT OF RENT. If any part of the Public Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild that portion of the Public Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the condemnation proceeds received by the Lessor.

If any part of the Public Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Public Leased Premises or such part thereof is unfit or unavailable for use or occupancy, and the abatement shall be in proportion to the percentage of the Public Leased Premises which is unfit or unavailable for use or occupancy.

5. OPERATION, MAINTENANCE AND REPAIR. The Lessee may enter into agreements with one or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Public Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Public Leased Premises. At the end of the term of this Public Lease, the Lessee shall deliver the Public Leased Premises

to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. INSURANCE. During the full term of this Public Lease, the Lessee shall, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Public Leased Premises in an amount not less than One Million Dollars ($1,000,000) on account of each occurrence with one or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Public Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Public Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. EMINENT DOMAIN. If title to or the temporary use of the Public Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the 2024D Indenture.

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Public Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Public Leased Premises and which are in furtherance of the purposes of the Redevelopment Act and the EDC Act (the improvements shall be deemed a part of the Public Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the 2024D Indenture and applied to the repayment of the 2024D Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Public Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Public Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. GENERAL COVENANT. The Lessee shall not assign this Public Lease or mortgage, pledge or sublet the Public Leased Premises herein described without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Public Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. OPTION TO RENEW. The Lessor hereby grants to the Lessee the right and option to renew this Public Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Public Lease.

10. OPTION TO PURCHASE.

The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Public Leased Premises, or any portion thereof, at a price equal to the amount required to redeem the 2024D Bonds, or such portion thereof corresponding to the portion of the Public Leased Premises being purchased (including indebtedness incurred for the refunding of the 2024D Bonds), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Public Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Public Lease.

In the event of purchase of the Public Leased Premises by the Lessee or conveyance of the Public Leased Premises to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Public Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

11. TRANSFER TO THE LESSEE. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 9, and has not exercised its option to purchase the Public Leased Premises, or any portion thereof, in accordance with the provisions of Section 10, and upon the full discharge and performance by the Lessee of its obligations under this Public Lease, the Public Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Public Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Public Leased Premises, or such portion thereof.

12. DEFAULTS AND REMEDIES. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Public Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Public Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Public Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. NOTICES. Whenever either party shall be required to give notice to the other under this Public 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 or parties at the following addresses: (a) to Lessor: Fishers Town Hall Building Corporation, Attention: President, Three Municipal Drive, Fishers, Indiana 46038; (b) to Lessee: Fishers Redevelopment Commission, Attention: President, Three Municipal Drive, Fishers, Indiana 46038.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

14. SUCCESSORS OR ASSIGNS. All covenants in this Public Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. MISCELLANEOUS. This Public Lease may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Public Lease shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Public Lease shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. The captions included throughout this Public Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Public Lease.

16. CONSTRUCTION OF COVENANTS. All provisions herein contained shall be construed in accordance with the provisions of the EDC Act and the Redevelopment Act (collectively, the "Act"), and to the extent of inconsistencies, if any, between the covenants and agreements in this Public Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Public Lease.

17. TIME. Time is of the essence for this Public Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State of Indiana, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in the State of Indiana.

18. FUTURE AMENDMENTS. No agreement shall be effective to modify this Public Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

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

LESSOR

FISHERS TOWN HALL BUILDING CORPORATION

By:__________________________________
President

ATTEST:

____
Secretary

LESSEE

FISHERS REDEVELOPMENT COMMISSION

By:__________________________________
President

ATTEST:

____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _________ and _________, personally to me to be the President and Secretary, respectively, of the Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

______________________________________ ______________________________________

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________ and ________ personally known to me to be the President and Secretary, respectively, of the Fishers Redevelopment Commission, and acknowledged the execution of the foregoing lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of ________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

____________________________________ ____________________________________

This instrument prepared by Richard H. Hall, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, IN 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

EXHIBIT A

REAL ESTATE DESCRIPTION

The Public Leased Premises shall consist of all or a portion of 116th Street between Hoosier Road and Wedgeport Lane, including any related improvements and fixtures located thereon. This general description shall be replaced with a more detailed description of the Public Leased Premises on or prior to the date of issuance of the 2024D Bonds.

EXHIBIT B

ADDENDUM TO PUBLIC LEASE BETWEEN FISHERS TOWN HALL BUILDING CORPORATION, LESSOR, AND FISHERS REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this _____day of _______, ________, by and between Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Fishers Redevelopment Commission, the governing body of the City of Fishers Department of Redevelopment (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Public Lease with the Lessee, dated as of ________ __, 2024 (the "Public Lease"); and

WHEREAS, it is provided in the Public Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned as follows:

Section 1. The Annual Rental. The adjusted rental is set forth on Appendix A attached hereto.

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

LESSOR

FISHERS TOWN HALL BUILDING CORPORATION

By:__________________________________
President

ATTEST:

____
Secretary

LESSEE

FISHERS REDEVELOPMENT COMMISSION

By:__________________________________
President

ATTEST:

____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ____________ and ____________, personally to me to be the President and Secretary, respectively, of the Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of __________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

_______________________________________ _______________________________________

STATE OF INDIANA)
) SS:
COUNTY OF __________)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________________ and ________________ personally known to me to be the President and Secretary, respectively, of Fishers Redevelopment Commission, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of ________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

_____________________________________ _____________________________________

This instrument prepared by Richard J. Hall, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

APPENDIX A TO ADDENDUM TO PUBLIC LEASE

RENTAL SCHEDULE

Payment Date	Amount

GARAGE LEASE

by and between

FISHERS TOWN HALL BUILDING CORPORATION, as Lessor

and

FISHERS REDEVELOPMENT COMMISSION, as Lessee

Dated as of ________ __, 2024

GARAGE LEASE

THIS GARAGE LEASE (this "Garage Lease"), entered into as of this ___ day of _________, 2024, by and between the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Fishers Redevelopment Commission (the "Lessee"), the governing body of the City of Fishers Department of Redevelopment, acting for and on behalf of the City of Fishers, Indiana (the "City");

WITNESSETH:

WHEREAS, the Lessor exists for the purpose, among others, of the financing and leasing of buildings and other capital improvements in the City; and

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with IC 36-7-14 (the "Redevelopment Act"); and

WHEREAS, to foster economic development in the City, the Lessor, and the Lessee desire to provide desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and other infrastructure improvements, and the completion of related improvements by CityView Fishers, LLC (the "Developer"), all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west in the City (collectively, the "Project"), in accordance with the Project Agreement, between the Developer, the City, the Lessor, the Lessee, and the City of Fishers Economic Development Commission, dated as of July 13, 2023 (the "Project Agreement"); and

WHEREAS, as further described in the Project Agreement, a portion of the costs of the acquisition and construction of the Project will be financed by the proceeds of bonds to be issued by the City in a maximum original issued amount not to exceed Twenty-Three Million Dollars ($23,000,000) (the "2024D Bonds"), pursuant to IC 36-7-11.9 and 12 (the "EDC Act") and a Trust Indenture, to be dated as of the first day of the month in which the 2024D Bonds are sold (the "2024D Indenture"), between the City and the financial institution selected to serve as bond trustee (the "Trustee"); and

WHEREAS, the proceeds of the 2024D Bonds will be loaned by the City to the Lessor pursuant to a Loan Agreement to be dated as of the first day of the month in which the 2024D Bonds are sold (the "2024D Loan Agreement"), by and between the City and the Lessor; and

WHEREAS, pursuant to the Project Agreement, the Lessor shall use a portion of the proceeds of the 2024D Bonds to acquire certain real estate (the "Garage Parcel") and cause to be constructed thereon a parking garage as part of the Project (the "Garage"), which real estate and parking garage constitute the Garage Leased Premises under this Lease, as further defined herein; and

WHEREAS, the 2024D Bonds will be payable solely from payments made by the Lessor pursuant to the 2024D Loan Agreement; and

WHEREAS, the Lessor's obligations under the 2024D Loan Agreement will be payable solely from the annual rentals to be paid by the Lessee under this Garage Lease and the Public Lease, dated as of _______ ___, 2024, between the Lessor, as lessor and the Lessee, as lessee (the "Public Lease"), and such payments by the Lessee under this Garage Lease and the Public Lease will be assigned by the Lessor to the Trustee to pay debt service on and other necessary incidental expenses related to the 2024D Bonds; and

WHEREAS, the Lessee has previously adopted and amended resolutions designating a certain area of the City known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Economic Development Area") as an economic development area under Section 41 of the Redevelopment Act and approving an economic development plan for the Economic Development Area; and

WHEREAS, the Lessee has previously adopted and amended resolutions designating portions of the Economic Development Area known as the "CityView Allocation Area", the "Downtown Allocation Area", the "Allisonville Corridor Allocation Area", the "116th Street Allocation Area", the "Fishers Tech Park Allocation Area", the "Sun King Allocation Area", the "126th & Cumberland Allocation Area", the "River Place Allocation Area", the "District South Allocation Area", and the "Britton Park Allocation Area" (the "Allocation Areas") as allocation areas under Section 39 of the Redevelopment Act; and

WHEREAS, the Lessee reasonably expects, but is not legally required, to pay lease payments under this Public Lease from any revenues legally available to the Lessee, including certain tax increment revenues received by the Lessee, pursuant to Indiana Code 36-7-14-39 from the Allocation Areas; and

WHEREAS, pursuant to Indiana Code 36-7-14-27 the Lessee has the authority to levy a special benefits tax upon all property in the City of Fishers Redevelopment District (the "District"); and

WHEREAS, the value of the Garage Leased Premises is estimated to be not less than ________________ Dollars ($__________);

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Redevelopment Act and after notice given pursuant to Ind. Code § 5-3-1, that the lease rentals provided for in this Garage Lease are fair and reasonable, that the execution of this Garage Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Council has by ordinance approved this Garage Lease; and

WHEREAS, the Lessor has duly authorized the execution of this Garage Lease.

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a) The Lessor does hereby lease, demise and let to the Lessee certain real estate in the City, described on Exhibit A attached hereto and made a part hereof (the “Real Estate”), including the Garage and other improvements to be constructed thereon (the “Improvements”) (the Improvements and the Real Estate, collectively, the “Garage Leased Premises”) to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging for a term: (i) beginning on the date the Bonds are issued by the City; and (ii) ending on the date that is twenty (20) years after the date the Bonds are issued (the "Lease Term"). However, the term of this Garage Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Garage Leased Premises pursuant to Section 11 and the payment of the option price, or (b) the payment or defeasance of all 2024D Bonds issued (i) to finance the cost of the Garage Leased Premises, (ii) to refund all or a portion of such 2024D Bonds, (iii) to refund all or a portion of such refunding 2024D Bonds, or (iv) to improve the Garage Leased Premises; provided that no 2024D Bonds or other obligations of the Lessor issued to finance the Garage Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Garage Leased Premises and the Lessor warrants and will defend the Garage Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

(b) The date the Improvements are complete and ready for occupancy shall be endorsed on this Garage Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an addendum to this Garage Lease.

(c) The Lessor hereby represents that it is possessed of, or will acquire on or before the commencement date, marketable fee simple title to the Garage Leased Premises, subject to all matters of record, the Project Agreement and the [Declaration] (as defined in the Project Agreement) and such other matters as are contemplated by the Project Agreement.

(d) Notwithstanding the foregoing, this Garage Lease may be amended by an amendment executed by Lessor and Lessee to add additional property to the Garage Leased Premises or remove any portion of the Garage Leased Premises, provided however, following such amendment, the rentals payable under this Garage Lease shall be based on the value of the portion of the Garage Leased Premises which is available for use, and the rental payments due under this Garage Lease, together with rental payments due under the Public Lease, shall be in amounts sufficient to pay when due all principal of and interest on all outstanding 2024D Bonds. In the event that all or a portion of the Garage Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend this Garage Lease to add to and/or replace a portion of the Garage Leased Premises to the extent necessary to provide for available Garage Leased Premises with a value supporting rental payments under this Garage Lease, together with rental payments due under the Public Lease, sufficient to pay when due all principal of and interest on outstanding 2024D Bonds.

2. USE OF PREMISES. During the Lease Term, Lessee shall have the right to exclusive possession, control and quiet enjoyment of the Garage Leased Premises subject, at all times however, to the terms and provisions hereof.

3. LEASE RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Garage Leased Premises at a rate per year during the Lease Term not to exceed __________________ Dollars ($________). Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Real Estate together with that portion of the Improvements which are complete and ready for use and occupancy at the time such semi-annual installment is made. The first rental installment shall be due on the first January 15 or July 15 after the Improvements, or a portion thereof, are complete for use and occupancy, as determined by the Lessor and the Lessee pursuant to Exhibit C and at such time the Lessor and the Lessee shall endorse the Addendum to Garage Lease in the form attached hereto as Exhibit C. Thereafter, such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year. The last semi-annual rental payment due before the expiration of this Garage Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Garage Lease. All rentals payable under the terms of this Garage Lease shall be paid by the Lessee to the Trustee under the Indenture. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.

(b) After the sale of the 2024D Bonds, the annual rental shall be reduced to an amount, which, together with lease rentals payable by the Lessee under the Public Lease, is sufficient to pay principal and interest due in each twelve (12) month period commencing each year on July 15, payable in semi-annual installments, rounded to the next higher thousand dollars, plus five thousand dollars ($5,000). In addition, each such reduced semi-annual installment shall be based on the value of the Real Estate together with that portion of the Improvements which are complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Garage Lease at the end hereof in the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the 2024D Bonds, and such endorsement shall be recorded as an addendum to this Garage Lease.

(c) The fixed annual rentals described in this Section 3 (the “Fixed Annual Rentals”) shall be payable solely from the revenues of the special benefits tax levied by the Lessee pursuant to Indiana Code 36-7-14-27 upon all property in the District (the “Special Tax Revenues”). The Lessee may pay the Fixed Annual Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee, including certain tax increment revenues received by the Commission, pursuant to IC 36-7-14-39, from the Allocation Areas; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the Special Tax Revenues received by the Lessee.

4. ADDITIONAL RENTAL PAYMENTS. The Lessee may elect, at its sole discretion, to pay or cause to be paid, additional rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. The Fixed Annual Rentals shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such additional rentals.

5. DAMAGE TO PREMISES; ABATEMENT OF RENT. In the event the Garage Leased Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the Lessee, (x) it shall then be the obligation of the Lessor to restore and rebuild the Garage Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 8 hereof, and provided further, the Lessor shall not be required to rebuild or restore the Garage Leased Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance, and (y) the rent shall be abated for the period during which the Garage Leased Premises or any part thereof is unfit for use by the Lessee, in proportion to the percentage of the area of the Garage Leased Premises which is unfit for use by the Lessee.

6. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS. The Lessee shall cause the Garage Leased Premises to be operated, maintained, and repaired during the Lease Term in good repair, working order and condition at its expense. The Lessee cause the Garage Leased Premises to be used and maintained in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Lessee shall have the right, without the consent of the Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Garage Leased Premises which do not reduce the rental value thereof. At the end of the term of this Garage Lease, the Lessee shall deliver the building to the Lessor in as good condition as at the beginning of the term of this Garage Lease, reasonable wear and tear excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to the Lessee. The proceeds of the sale of any personal property covered by this Garage Lease shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to the Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

7. INSURANCE. During the Lease Term, the Lessee shall carry, or cause to be carried, insurance on the Garage Leased Premises against physical loss or damage, however

caused, with such exceptions as are ordinarily required by insurers of buildings or improvements of a similar type, with good and responsible insurance companies approved by the Lessor. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price as set forth in Section 11 hereof, and (ii) one hundred percent (100%) of the full replacement cost of the Garage Leased Premises. During the term of this Garage Lease, the Lessee shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Garage Leased Premises 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 8. During the full term of this Garage Lease, the Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Garage Leased Premises in the amount of Five Million Dollars ($5,000,000) combined single limit on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies. Such policies shall be for the benefit of all persons having an insurable interest in the Garage Leased Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to, shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section 8, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Garage Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

9. <u>ASSIGNMENT AND SUBLETTING</u>. Except as contemplated by the Project Agreement or the Management Agreement, the Lessee shall not assign this Garage Lease or sublet the Garage Leased Premises without the written consent of the Lessor. The Lessor shall not assign this Garage Lease without the written consent of the Lessee, except to the extent provided in the Indenture.

10. <u>OPTION TO RENEW</u>. The Lessor hereby grants to the Lessee the right and option to renew this Garage Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the Garage Leased Premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Garage Lease.

11. <u>OPTION TO PURCHASE.</u>

(a) So long as there is no uncured Event of Default hereunder, the Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of the Lease Term, upon sixty (60) days' written notice to the Lessor, to purchase the Garage Leased Premises at a price equal to the sum of (i) the amount required to enable the Lessor to pay all indebtedness incurred with respect to the Garage Leased Premises, including the 2024D Bonds and any indebtedness incurred to refinance such indebtedness, together with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and (ii) the cost of transferring the Garage Leased Premises.

(b) Upon request of the Lessee exercising such option made not less than sixty (60) days prior to the requested date of purchase, the Lessor shall furnish an itemized statement setting forth the amounts required to purchase the Garage Leased Premises in accordance with Section 11(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the 2024D Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Garage Leased Premises, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Garage Lease. In the event of purchase of the Garage Leased Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

12. <u>TRANSFER TO THE LESSEE</u>. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Garage Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Garage Lease, the Garage Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Garage Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City or the Developer) designated by the Lessee, all of Lessor's title to the Garage Leased Premises, or such portion thereof.

13. DEFAULTS AND REMEDIES.

(a) If the Lessee shall default in the (i) payment of any rentals or other sums payable to the Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, or may authorize or delegate the authority to file a suit or make appropriate claims, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Garage Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

(b) The exercise by the Lessor of the above right to terminate this Garage Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Garage Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. NOTICES. Whenever either party shall be required to give notice to the other under this Garage 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 or parties at the following addresses: (a) to Lessor: Fishers Town Hall Building Corporation, Attention: President, Three Municipal Drive, Fishers, Indiana 46038; (b) to Lessee: Fishers Redevelopment Commission, Attention: President, Three Municipal Drive, Fishers, Indiana 46038. The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. SUCCESSORS OR ASSIGNS. All covenants in this Garage Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. SEVERABILITY. In the case of any section or provision of this Garage Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Garage Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Garage Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Garage Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

17. MISCELLANEOUS. This Garage Lease may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Garage Lease shall be governed by, and construed in accordance with, the laws of the State of Indiana. All

proceedings arising in connection with this Garage Lease shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. The captions included throughout this Garage Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Garage Lease.

18. CONSTRUCTION OF COVENANTS. All provisions herein contained shall be construed in accordance with the provisions of the EDC Act and the Redevelopment Act (collectively, the "Act"), and to the extent of inconsistencies, if any, between the covenants and agreements in this Garage Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Garage Lease.

19. TIME. Time is of the essence for this Garage Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State of Indiana, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in the State of Indiana.

20. FUTURE AMENDMENTS. No agreement shall be effective to modify this Garage Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

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

LESSOR

FISHERS TOWN HALL BUILDING CORPORATION

By:________________________________
President

ATTEST:

____
Secretary

LESSEE

FISHERS REDEVELOPMENT COMMISSION

By:________________________________
President

ATTEST:

____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared __________ and __________, personally to me to be the President and Secretary, respectively, of the Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of __________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

____ ____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _________ and _________ personally known to me to be the President and Secretary, respectively, of the Fishers Redevelopment Commission, and acknowledged the execution of the foregoing lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of _________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

____

My County of Residence is:

____

This instrument prepared by Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, IN 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

EXHIBIT A

REAL ESTATE DESCRIPTION

The Real Estate shall generally consist of all or a portion of the Garage Parcel on the attached depiction. This general description of the Real Estate shall be replaced with formal legal descriptions of the Real Estate on or prior to the date of issuance of the 2024D Bonds.

EXHIBIT B

ADDENDUM TO GARAGE LEASE BETWEEN FISHERS TOWN HALL BUILDING CORPORATION, LESSOR, AND FISHERS REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this _____day of _______, ________, by and between Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Fishers Redevelopment Commission, the governing body of the City of Fishers Department of Redevelopment (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Garage Lease with the Lessee, dated as of _________ __, 2024 (the "Garage Lease"); and

WHEREAS, it is provided in the Garage Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned as follows:

Section 1. The Annual Rental. The adjusted rental is set forth on Appendix A attached hereto.

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

LESSOR

FISHERS TOWN HALL BUILDING CORPORATION

By:________________________________
President

ATTEST:

____
Secretary

LESSEE

FISHERS REDEVELOPMENT COMMISSION

By:________________________________
President

ATTEST:

____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ____________ and ____________, personally to me to be the President and Secretary, respectively, of the Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of ___________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

____

My County of Residence is:

____

STATE OF INDIANA)
) SS:
COUNTY OF __________)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________________ and ________________ personally known to me to be the President and Secretary, respectively, of Fishers Redevelopment Commission, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of ________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

____________________________________ ____________________________________

This instrument prepared by Richard J. Hall, Esquire, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

APPENDIX A TO ADDENDUM TO GARAGE LEASE

RENTAL SCHEDULE

Payment Date	Amount

EXHIBIT C

ADDENDUM TO GARAGE LEASE
FISHERS TOWN HALL BUILDING CORPORATION, LESSOR,
AND FISHERS REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____day of ____________, ______, by and between Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Fishers Redevelopment Commission, the governing body of the City of Fishers Department of Redevelopment (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Garage Lease with the Lessee, dated as of __________, 2024 (the "Garage Lease"); and

WHEREAS, it is provided in the Garage Lease that there shall be endorsed thereon the date the Improvements, as defined therein, are complete and ready for occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date all of the Improvements are complete and ready for occupancy is __________, ______.

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

LESSOR

FISHERS TOWN HALL BUILDING
CORPORATION

By:________________________________
President

ATTEST:

____
Secretary

LESSEE

FISHERS REDEVELOPMENT
COMMISSION

By:________________________________
President

ATTEST:

____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _________________ and _________________ personally known to me to be the President and Secretary, respectively, of Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____day of ________, 20__.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

____

My County of Residence is:

____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________________ and ________________ personally known to me to be the President and Secretary, respectively, of Fishers Redevelopment Commission, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of ________, 20___.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

____________________________________ ____________________________________

This instrument prepared by Richard H. Hall, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, IN 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

RESOLUTION NO. R041524C

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA APPROVING A GARAGE LEASE BETWEEN THE FISHERS TOWN HALL BUILDING CORPORATION, AS LESSOR, AND THE FISHERS REDEVELOPMENT COMMISSION, AS LESSEE, AND A PUBLIC LEASE BETWEEN THE FISHERS TOWN HALL BUILDING CORPORATION, AS LESSOR, AND THE FISHERS REDEVELOPMENT COMMISSION, AS LESSEE, EACH WITH RESPECT TO THE CITYVIEW PROJECT, AND ADDRESSING MATTERS RELATED THERETO

WHEREAS, to foster economic development, CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC) (together with any affiliate of such entity, the “Developer”), the City of Fishers, Indiana (the “City”), the Fishers Town Hall Building Corporation (the “Corporation”), the City of Fishers Redevelopment Commission (the “Commission”), and the City of Fishers Economic Development Commission, entered into a Project Agreement (the “Project Agreement”), with respect to the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the “Project”); and

WHEREAS, pursuant to the terms of the Project Agreement, the Economic Development Commission and the Common Council of the City are considering for approval: the issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax), in one or more series, in an amount not to exceed Twenty-Three Million Dollars ($23,000,000) (the “2024D Bonds”) under IC 36-7-12 and the lending of the proceeds of such 2024D Bonds to the Corporation for the purpose of financing a portion of the Project and certain costs related to the issuance of the Bonds, including capitalized interest on the Bonds and a reserve fund; and

WHEREAS, to provide for the financing and construction of the Project and the issuance of the 2024D Bonds, there has been presented to the Council a Public Lease, between the Corporation, as lessor, and the Commission, as lessee, with respect to all or a portion of 116th Street between Hoosier Road and Wedgeport Lane, including related improvements and fixtures located thereon (the “Public Lease”); and

WHEREAS, to provide for the financing and construction of the Project and the issuance of the 2024D Bonds, there has been presented to the Council a Garage Lease, between the Corporation, as lessor, and the Commission, as lessee, with respect to certain real estate within the City and a parking garage and related improvements to be constructed thereon (the “Garage Lease” and collectively with the Public Lease, the “Leases”); and

WHEREAS, the lease payments under the Leases will be payable by the Commission from a special tax levied and collected by the Commission on all taxable property within the City of Fishers Redevelopment District, pursuant to IC 36-7-14-27 (the "Special Tax Revenues");

WHEREAS, the Commission may pay the lease payments under the Leases from other revenues of the Commission, including certain tax increment revenues received by the Commission, pursuant to IC 36-7-14-39, from certain allocation areas in the Consolidated Fishers/I-69 Economic Development Area including; the Downtown Allocation Area, the Allisonville Corridor Allocation Area, the 116th Street Allocation Area, the Fishers Tech Park Allocation Area, the Sun King Allocation Area, the 126th & Cumberland Allocation Area, the River Place Allocation Area, the District South Allocation Area, and the Britton Park Allocation Area (collectively, the "TIF Revenues"); and

WHEREAS, the Commission reasonably expects that the TIF Revenues will be used to pay all lease payments under the Lease when due and that the Special Tax Revenues will not be necessary for the payment of lease payments under the Lease; and

WHEREAS, the Common Council desires to approve the Lease pursuant to IC 36-7-14-25.2, which provides that any lease approved by a resolution of the Commission must also be approved by an ordinance or resolution of the fiscal body of the unit.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF CITY OF FISHERS, INDIANA, as follows:

Section 1. Approval of Lease. Pursuant to IC 36-7-14-25.2, the City Council hereby approves the Garage Lease and the Public Lease, with such combined lease rentals due thereunder in an amount sufficient to pay the debt service on the 2024D Bonds and payable from the Special Tax Revenues, on the following conditions: (a) the maximum term of (i) the Garage Lease shall be twenty (20) years commencing on the date of issuance of the 2024D Bonds, and (ii) the Public Lease shall be twenty (20) years, each term commencing on the date of issuance of the 2024D Bonds; (b) the maximum annual lease payment during the term of (i) the Garage Lease shall be Two Hundred Twenty Thousand Dollars ($1,285,000), and (ii) the Public Lease shall be One Million Nine Hundred Eighty Thousand Dollars ($915,000); (c) the maximum rate of interest on the 2024D Bonds shall not exceed seven percent (7.0%) per annum; (d) the 2024D Bonds may be subject to redemption prior to maturity on such dates and on such terms as determined at the time of the sale of the sale of the 2024D Bonds and approved by the City in the purchase agreement for the 2024D Bonds, all upon the advice of the financial advisor to the City; and (e) a portion of the proceeds of the 2024D Bonds may be applied to pay capitalized interest on the 2024D Bonds and to fund a reserve fund for the 2024D Bonds if determined to be necessary or appropriate by the City, with the advice the financial advisor to the City.

Section 2. Authorization of Other Actions. Any member of the Common Council and the Controller of the City, and any other officer, employee or agent of the City is hereby authorized and directed, for and on behalf of the City, to execute and deliver any contract, agreement, certificate, instrument or other document and to take any action as such person determines to be necessary or appropriate to accomplish the purposes of this Resolution, such determination to be conclusively evidenced by such person's execution of such contract, agreement, certificate, instrument or other document or such person's taking of such action.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Common Council and upon compliance with the procedures required by law.

DULY PASSED AND ADOPTED by the Common Council of the City of Fishers on this _____ day of ____________, 2024.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _________________2024, at ____________p.m.

ATTEST: _________________________________
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_________________________ _____________________________
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

____________________________ _____________________________
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204.

"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." /s/ Richard J. Hall.

DMS 42695677.1

Council Action Form

MEETING DATE	April 15, 2024			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Approving A Garage Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, and a Public Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each with Respect to the CityView Project, and Addressing Matters Related Thereto			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #:		Resolution #: R041524C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☒Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☒ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office			

Form Revised: 03/20/2019

	☐ Wait 31 days **prior to** filing with the County Recorders' Office	☒ Document **does not need** recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Rick Hall, Barnes and Thornburg, LLP	

BACKGROUND (Includes description, background, and justification)	This Resolution approves the Fishers Redevelopment Commission's entering into two leases with the Fishers Town Hall Building Corporation incident to the issuance of the City's Taxable Economic Development Revenue Bonds, Series 2024D to finance the CityView Project. the Leases include a Garage Lease for the parking facility which comprises a portion of the CityView Project and a Public Lease for roads in the City.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	Not to exceed $23,000,000
	Source of Funds:	Bond proceeds of the Taxable Economic Development Revenue Bonds, Series 2024D of the City
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	

PROJECT TIMELINE	the Redevelopment Commission and Building Corporation will consider the Form of Leases attached to this Resolution later in April. The City anticipates issuance of the Taxable Economic Development Revenue Bonds, Series 2024D in June of 2024.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council adopt the Resolution
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Form of Garage Lease 3. Exhibit B - Form of Public Lease

Form Revised: 03/20/2019

2024C FINANCING AGREEMENT

BETWEEN

CITYVIEW FISHERS, LLC

AND

CITY OF FISHERS, INDIANA

$__________

TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2024C
(CITYVIEW TAX INCREMENT REVENUE)

Dated as of ___________ ___, 2024

The rights of the Issuer hereunder have been assigned to ____________________, as Trustee under a 2024C Trust Indenture dated as of ___________ 1, 2024, from the Issuer.

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2024C FINANCING AGREEMENT

This 2024C FINANCING AGREEMENT, dated as of ___________ ___, 2024 ("2024C Financing Agreement") between CITYVIEW FISHERS, LLC, a limited liability company duly organized and validly existing under the laws of the State of Indiana ("Company") and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana ("Issuer").

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and enter into agreements with companies to allow companies to construct economic development facilities and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1, the City of Fishers Economic Development Commission (the "Economic Development Commission") held a public hearing regarding the Project (as defined herein), and, upon finding that the Project and the proposed financing of the acquisition, construction, equipping, installation and improvement thereof (i) will create or retain employment opportunities in the Issuer, (ii) will benefit the health and general welfare of the citizens of the Issuer and the State, and (iii) will comply with the purposes and provisions of the Act, the Economic Development Commission adopted a resolution, and the Common Council of the Issuer adopted an ordinance, approving the proposed financing for the Project; and

WHEREAS, the Issuer intends to issue its City of Fishers, Indiana Taxable Economic Development Revenue 2024C Bonds, Series 2024C (CityView Tax Increment Revenue), in the aggregate principal amount of $__________ (the "2024C Bonds"), pursuant to a Trust Indenture, dated as of ________ 1, 2024 (the "2024C Indenture"), by and between the Issuer and _____________________, as trustee (the "Trustee"), for the purpose of providing (or being deemed to provide) funds to pay a portion of the costs of the Project and costs related to the issuance of the 2024C Bonds; and

WHEREAS, this 2024C Financing Agreement provides for the use of a portion of the proceeds of the 2024C Bonds by the Company for the purpose of paying a portion of the costs of the Project; and

WHEREAS, the 2024C Bonds issued under the 2024C Indenture will be payable solely from the Trust Estate (as defined in the 2024C Indenture), which includes the Pledged TIF Revenues.

In consideration of the premises, the representations, warranties and commitments given by the Company to the Issuer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Issuer hereby further covenant and agree as follows:

(end of recitals)

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. Capitalized terms used in this 2024C Financing Agreement that are not otherwise defined herein, shall have the meanings provided for such terms in the 2024C Indenture. As used in this 2024C Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9, -12, -14 and -25.

"Allocation Area" means the CityView Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation area.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bonds" mean the Series 2024C Bonds and any Additional Bonds issued under the 2024C Indenture.

"Company" means CityView Fishers, LLC, a limited liability company, duly organized and validly existing under the laws of the State and qualified to do business in the State, or any successors thereto permitted under Section 3.3 hereof.

"Costs of Construction" shall have the same meaning as set forth in the 2024C Indenture.

"Economic Development Commission" means the City of Fishers Economic Development Commission.

"Issuer" or "City" means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State or any successor to its rights and obligations under the 2024C Financing Agreement and the 2024C Indenture.

"Outstanding," with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the 2024C Indenture.

"Paying Agent" means ____________________ and any successor paying agent or co-paying agent.

"Pledge Resolution" means Resolution No. FRC __________, adopted by the Redevelopment Commission on ________ ____, 2024.

"Pledged TIF Revenues" means one hundred percent (100%) of the Tax Increment received by the Redevelopment Commission and pledged to the Issuer pursuant to the Pledge Resolution.

“Project” means the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, together with related improvements to be located in the Allocation Area, including the costs of issuance of or other financing costs related to the 2024C Bonds. The Project shall conform to the parameters, requirements and descriptions thereof set forth in the Project Agreement.

“Project Agreement” means the Project Agreement, dated July 13, 2023, by and among, the Issuer, the Redevelopment Commission, the Economic Development Commission, and the Company, as may be supplemented and amended from time to time by the parties thereto in accordance with the terms thereof.

“Qualified Investments” means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation; (iv) any money market fund, sweep account, mutual fund or trust, which may be funds or trusts of the Trustee or Paying Agent, as shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated, at the time of purchase, in the highest category by Moody’s Investors Service or Standard & Poor’s Ratings Group; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee or third-party bank, as custodian of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated, at the time of purchase, in one of the three highest rating categories of either Moody’s Investors Service or Standard & Poor’s Ratings Group, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

“Redevelopment Commission” means the Fishers Redevelopment Commission.

“Series 2024C Bonds” means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue).

“State” means the State of Indiana.

“Tax Increment” means all real property tax proceeds attributable to the assessed valuation within the Allocation Area as of each January 1 in excess of the base assessed value, as described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of the 2024C Indenture.

"Trustee" means the trustee and/or co-trustee at the time serving as such under the 2024C Indenture, and shall initially mean ____________________.

"2024C Bond Fund" means the 2024C Bond Fund established by Section 4.2 of the 2024C Indenture.

"2024C Bond Purchaser" means CityView Fishers, LLC.

"2024C Indenture" means the Trust Indenture dated as of _______ 1, 2024, between the Issuer and the Trustee and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024C Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This 2024C Financing Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this 2024C Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the 2024C Indenture shall have the same meaning herein.

(f) Any terms not defined herein or in the 2024C Indenture but defined in the Project Agreement shall have the same meaning herein.

(g) The terms defined elsewhere in this 2024C Financing Agreement shall have the meanings therein prescribed for them.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; DEEMED USE OF SERIES 2024C BOND PROCEEDS

Section 2.1. Representations by Issuer. The Issuer represents and warrants that:

(a) The Issuer is a political subdivision and municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this 2024C Financing Agreement and to carry out its obligations hereunder.

(b) The Issuer agrees to provide funds from the issuance of the Series 2024C Bonds (or to be deemed to provide such funds) for financing the construction of the Project for the benefit of the holders of the Bonds, to create or retain existing employment opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of the City and the State, and to secure the Bonds by pledging certain of its rights and interest in this 2024C Financing Agreement.

(c) This 2024C Financing Agreement has been duly executed and delivered by the Issuer and, assuming due execution by the Company, constitutes the legal, valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

Section 2.2. Representations by Company. The Company represents and warrants that:

(a) It is a limited liability company duly organized and validly existing under the laws of the State and authorized to do business in the State, is not in violation of any laws in any manner material to its ability to perform its obligations under this 2024C Financing Agreement, has full power to enter into and perform its obligations under this 2024C Financing Agreement, and by proper action has duly authorized the execution and delivery of this 2024C Financing Agreement.

(b) The Project is of the type authorized and permitted by the Act.

(c) The Company intends to operate or cause the Project to be operated as an economic development facility under the Act, until the expiration or earlier termination of this 2024C Financing Agreement as provided herein.

(d) The provision of financial assistance to be made available to it under this 2024C Financing Agreement from the proceeds of the 2024C Bonds and the commitments therefor made by the Issuer have aided and induced the Company to undertake the Project and such project will create jobs and employment opportunities within the boundaries of the Issuer. The Company reasonably anticipates that the Project will result in the diversification of industry and the creation of jobs and business opportunities in the Issuer.

(e) All of the proceeds from the 2024C Bonds (including any income earned on the investment of such proceeds) will be used solely for Costs of Construction and costs of issuance of the 2024C Bonds.

(f) Neither the execution and delivery of this 2024C Financing Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this 2024C Financing Agreement, will contravene the Company's formation or governing documents or any law or any governmental rule, regulation or order presently binding on the Company or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement.

(g) The execution, delivery and performance by the Company of this 2024C Financing Agreement do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(h) This 2024C Financing Agreement has been duly executed and delivered by the Company and, assuming due execution by the Issuer, constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

(i) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Company or might impair the ability of the Company to perform its obligations under this 2024C Financing Agreement.

(j) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this 2024C Financing Agreement.

(k) Each of the representations, warranties and agreements of the Company set forth in the Project Agreement are accurate as if made by the Company and, as applicable, the Company on and as of this date. All of the conditions and agreements required in the Project Agreement to be satisfied or performed by the Company at or prior to the execution of this 2024C Financing Agreement and the issuance of the Bonds, have been satisfied and performed, or waived by the parties, in the manner and with the effect contemplated therein.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE ISSUER AND OF THE COMPANY

Section 3.1. Consent to Assignments to Trustee. The Company acknowledges and consents to the pledge and assignment of the Issuer's rights hereunder to the Trustee pursuant to the 2024C Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, other than the rights of the Issuer to execute and deliver supplements and amendments to this 2024C Financing Agreement pursuant to Section 7.1 hereof, the rights retained by the Issuer pursuant to Section 5.1(d), and the rights granted to the Issuer under Section 3.5 hereof and Sections 4.4 and 4.5 of the 2024C Indenture.

Section 3.2. Issuance of Bonds; Payment of Principal and Interest. (a) The Issuer shall issue the Bonds as required by and in satisfaction of its obligation under Section 4 of the Project Agreement. In accordance with the 2024C Indenture, the Bonds are payable solely and only from Pledged TIF Revenues as pledged to the Issuer by the Redevelopment Commission pursuant to the Pledge Resolution. Under no circumstances shall the Company be liable for making any payments due under the Bonds.

(b) The Company shall not submit and the Issuer shall not approve any request for a deemed purchase of the principal amount of the Bonds pursuant to Section 4.5 of the 2024C Indenture so long as an event of default has been declared under the 2024C Indenture or this 2024C Financing Agreement.

(c) In accordance with Sections 4.2 and 4.5 of the 2024C Indenture, the Issuer shall transfer to the Trustee for deposit in the 2024C Bond Fund (as defined in the 2024C Indenture), on or before each January 15 and July 15, the Pledged TIF Revenues in an amount equal to the lesser of (i) the amount of all of such Pledged TIF Revenues, or (ii) an amount sufficient to pay the principal of and interest due on the Bonds on the next February 1 or August 1 (including any overdue principal and interest on outstanding Bonds, with interest continuing to accrue on such overdue amounts at the stated rate on such Bonds until paid), together with Trustee fees as described in the 2024C Indenture

Section 3.3. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Company agrees to pay directly to the Trustee so long as there are Bonds Outstanding (i) all fees, charges and expenses, including agent and counsel fees, of the Trustee and the paying agents incurred under the 2024C Indenture, as and when the same become due; (ii) all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of Bonds; (iii) an amount sufficient to reimburse the Issuer for all expenses incurred by the Issuer under the 2024C Financing Agreement and in connection with the performance of its obligations under the 2024C Financing Agreement or the 2024C Indenture; (iv) all expenses incurred in connection with the enforcement of any rights under the 2024C Financing Agreement or the 2024C Indenture by the Issuer, the Trustee or the Bondholders; and (v) all other payments of whatever nature which the Company has agreed to pay or assume under the provisions of the 2024C Financing Agreement; provided, however, that the Company may, without creating a default under the 2024C Financing Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

(b) The Company covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds, that the Company shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project or the Company's title to the Project or any part thereof is defective or nonexistent, or whether the Company's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this 2024C Financing Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Company's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this 2024C Financing Agreement; and the Company hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this 2024C Financing Agreement or which releases or purports to release the Company therefrom. Nothing in this 2024C Financing Agreement shall be construed as a waiver by the Company of any rights or claims the Company may have against the Issuer under this 2024C Financing Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this 2024C Financing Agreement that the Company shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this 2024C Financing Agreement for the benefit of the holders of the Bonds.

(c) As long as the Bonds are Outstanding, the Company covenants to pay or cause to be paid all property tax bills for the Project before the tax bills are delinquent.

(d) The obligations of the Company to perform and observe its obligations set forth in any agreement relating to the Bonds or the Project shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer, and the Company shall pay absolutely during the term of this 2024C Financing Agreement all payments required thereunder free of any deductions and without abatement, diminution or set-off; and until such time as the principal of and interest on the Series 2024C Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the 2024C Indenture, the Company: (i) will perform and observe all of its agreements contained in this 2024C Financing Agreement; and (ii) will not terminate this 2024C Financing Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Company to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State or any political subdivision of either thereof, or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this 2024C Financing Agreement or the 2024C Indenture.

Section 3.4. Maintenance of Corporate Existence. The Company covenants that it will maintain its existence as an Indiana limited liability company, will not to dissolve or otherwise dispose of all or substantially all of its assets, will not consolidate with or merge into another entity, or permit one or more other entities to consolidate or merge with it, and will not sell or transfer any ownership interests in the Company in any manner that would result in a change of control of the Company.

Any sale, lease or other disposition of the Project or any portion thereof is subject to the conditions of the Project Agreement.

Section 3.5. Indemnity. The Company will pay, and protect, indemnify and save the State, the Issuer (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders, the Trustee and the Paying Agent harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer, the Trustee and the Paying Agent), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

(a) The acceptance or administration of the 2024C Indenture and 2024C Financing Agreement by the Trustee thereunder or the performance of the Issuer's duties thereunder, except if liability arises from such Trustee's gross negligence or willful misconduct in connection with such action taken such indemnification shall not extend to the Trustee;

(b) Violation of any agreement or condition of this 2024C Financing Agreement or the 2024C Indenture, except by the Issuer or the Trustee;

(c) Violation of any contract, agreement or restriction by the Company relating to the Project, or a part thereof;

(d) Violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Project, or a part thereof;

(e) Undertaking construction of the Project, or the failure to undertake the construction of the Project;

(f) Any act, failure to act, or misrepresentation by the Company, or any of the Company's agents, contractors, servants, employees or licensees;

(g) Any act, omitted act, or misrepresentation by the Issuer in connection with or in the performance of any obligation related to the issuance, sale, delivery of (or failure to issue, sell or deliver) the Series 2024C Bonds under this 2024C Financing Agreement or the 2024C Indenture, or any other agreement executed by or on behalf of the Issuer (provided that nothing in this clause should be construed to indemnify or release the Issuer from any liability which it would otherwise have had arising from the intentional misrepresentation, gross negligence or willful misconduct on the part of the Issuer other than as contemplated in this 2024C Financing Agreement); and

(h) The authorization, issuance, sale, trading, redemption, or servicing of the Series 2024C Bonds and the provision of any information or certification furnished by the Company in connection therewith, concerning the Series 2024C Bonds and the Project.

The indemnity provided by this Section 3.5 shall survive the resignation or removal of the Trustee and the termination of the 2024C Indenture and this 2024C Financing Agreement.

Section 3.6. Payment of Expenses of Issuance of Series 2024C Bonds. The Company agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, first year annual trustee fees, commitment fees, legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 2024C Bonds.

Section 3.7. Funding of 2024C Indenture Funds; Investments. On the date of issuance of the Series 2024C Bonds, the 2024C Bond Purchaser shall deposit $_________ with the Trustee in accordance with Section 3.1 of the 2024C Indenture, and the Trustee shall deposit such proceeds in the Cost of Issuance Fund established under the 2024C Indenture in the manner specified in Section 3.1 of the 2024C Indenture.

The Company and the Issuer agree that all moneys in any fund established by the 2024C Indenture may, at the written direction of the Issuer, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the 2024C Indenture.

Section 3.8. Other Amounts Payable by the Company. The Company covenants and agrees to pay the following:

(a) All fees, charges and expenses, including agent and counsel fees and expenses, of the Trustee incurred under the 2024C Indenture, as and when the same become due.

(b) All costs incident to the payment of the principal of, premium, if any, and interest on the Series 2024C Bonds as the same become due and payable, including all costs and expenses in connection with the redemption and payment of Series 2024C Bonds.

(c) An amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer under this 2024C Financing Agreement and in connection with the performance of its obligations under this 2024C Financing Agreement or the 2024C Indenture.

(d) All expenses incurred in connection with the enforcement of any rights under this 2024C Financing Agreement or the 2024C Indenture by the Issuer, the Trustee or the 2024C Bondholders.

(e) All other payments of whatever nature which the Company has agreed to pay or assume under the provisions of the 2024C Financing Agreement.

Notwithstanding anything in this Section 3.8 to the contrary, the Company may, without creating an event of default as herein defined, after making the payments required by this Section 3.8, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee.

Section 3.9. Completion of Project. The Company agrees that it will use its best efforts to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law, by _________ ___, 202_.

Section 3.10. Sale, Substitution, or Lease of Project. The Company may sell, lease or transfer or otherwise dispose of the Project or any portion; provided however the sale, lease or transfer or other disposition shall not relieve the Company from liability from all payments due under this 2024C Financing Agreement and the performance of all of the other obligations of this 2024C Financing Agreement.

Section 3.11. Project Agreement. The Company agrees to perform all material matters provided by the Project Agreement to be performed by the Company and to comply with all material provisions of the Project Agreement applicable to the Company, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Project Agreement to be an event of default by the Company or, with the passage of time or the giving of notice, or both, would constitute an event of default on the part of the Company under the Project Agreement. The Company hereby reconfirms all of Company's covenants in the Project Agreement.

(End of Article III)

ARTICLE IV.

APPLICATION OF SERIES 2024C BOND PROCEEDS

Section 4.1. Deemed Purchase of the Series 2024C Bonds. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024C Bonds and the 2024C Bond Purchaser shall be deemed to have purchased the Series 2024C Bonds in the same principal amount as the (1) 2024C Bond Issuance Costs and (2) Costs of Construction which the Trustee shall record upon receipt by the Trustee of the written request approved by the Redevelopment Commission and signed by the Authorized Representative of each of the 2024C Bond Purchaser and the Company in substantially the form of Exhibit B of the 2024C Indenture.

Section 4.2. Pledged TIF Revenues. The Issuer covenants that, to the extent collected, it will pay the Pledged TIF Revenues to the Trustee as provided in Section 4.7 of the 2024C Indenture, provided that the Issuer shall have no other obligation with respect to the Series 2024C Bonds.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) breach by the Company of any of its covenants under Section 3.3 or 3.10 of this 2024C Financing Agreement;

(ii) failure of the Company to observe and perform any covenant, condition or provision hereof and to remedy such default within 30 days after written notice thereof from the Trustee to the Company;

(iii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Company in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for thirty days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iv) the commencement by the Company of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Company generally to pay its debts as such debts become due, or the taking of corporate action by the Company in furtherance of any of the foregoing; or

(v) Any event of default under Section 7.1 of the 2024C Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the 2024C Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or provided by law.

(c) Upon the occurrence of an event of default described in this Section 5.1 (except an event of default under Section 5.1(a)(v) which results from an event of default under Section 7.1(b) of the 2024C Indenture):

(i) Right to Bring Suit, Etc. The Trustee shall, upon written direction by the Requisite Bondholders and upon receipt of indemnity in accordance with the 2024C Indenture, with or without entry, personally or by attorney, proceed to protect and enforce its rights by a suit or suits in equity or at law as directed in writing by the Requisite Bondholders, whether for damages or for the specific performance of any covenant or agreement contained in this 2024C Financing Agreement or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Company on demand.

(ii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this 2024C Financing Agreement, the Company will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Company.

(d) Notwithstanding anything herein to the contrary, during the occurrence and continuance of an event of default by the Company arising from a breach of representations or the covenants of the Company set forth in this 2024C Financing Agreement, the Issuer may in its discretion, proceed to protect and enforce its rights under this 2024C Financing Agreement by a suit or suits in equity or at law, whether for damages or for the specific performance, including the recovery of reasonable attorney's fees.

Section 5.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every 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.

Section 5.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this 2024C Financing Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.4. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Company will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this 2024C Financing Agreement; and the Company hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.5. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this 2024C Financing Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this 2024C Financing Agreement or the 2024C Indenture shall be deemed to be a covenant or agreement of any member of the Issuer or the Redevelopment Commission or of any officer or employee of the Issuer, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Redevelopment Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 6.2. Liability of Issuer. Any and all obligations of the Issuer under this 2024C Financing Agreement are special, limited obligations of the Issuer, payable solely out of the Pledged TIF Revenues and the other revenues and income derived under this 2024C Financing Agreement and as otherwise provided under this 2024C Financing Agreement and the 2024C Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS 2024C FINANCING AGREEMENT

Section 7.1. Supplements and Amendments to this 2024C Financing Agreement. Subject to the provisions of Article X of the 2024C Indenture, the Company and the Issuer may from time to time enter into such supplements and amendments to this 2024C Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If provision shall have been made for the satisfaction and discharge of the 2024C Indenture as provided therein, then and in that case, 2024C Financing Agreement, and the covenants of the Company contained herein, shall be discharged and the Issuer and the Trustee in such case on demand of the Company and at its cost and expense, shall execute and deliver to the Company a proper instrument or proper instruments acknowledging the satisfaction and termination of this 2024C Financing Agreement.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. 2024C Financing Agreement for Benefit of Parties Hereto. Nothing in this 2024C Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, the Trustee and the holder of the Series 2024C Bonds any right, remedy or claim under or by reason of this 2024C Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this 2024C Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Series 2024C Bonds.

Section 9.2. Severability. In case any one or more of the provisions contained in this 2024C Financing Agreement or in the Series 2024C Bonds shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this 2024C Financing Agreement shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein provided for, or shall be adjudicated to be so provided for herein, neither the Company nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this 2024C Financing Agreement inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Company, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024C Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Fishers Attn: Lindsey Bennett, City Attorney 3 Municipal Drive Fishers, Indiana 46038
With a copy to:	Jennifer C. Messer (via email at jennifercmesserlaw@gmail.com)
To the Company:	CityView Fishers, LLC c/o CRG Residential 805 City Center Drive, Suite 160 Carmel, Indiana 46032

Phone: (317) 575-9400
e-mail: gchapman@crgresidential.com
Attn: Grant Chapman, Dir. of Legal & Partnerships

With a copy to: ________________
e-mail: ________________

To the Trustee: ____________________
Attn: Corporate Trust Services
____
____

Section 9.5. Successors and Assigns. Whenever in this 2024C Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this 2024C Financing Agreement contained by or on behalf of the Company, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Company may not assign its rights or obligations under this 2024C Financing Agreement without the consent of the Bondholders, which may be withheld in their absolute discretion, unless Section 3.3 of this 2024C Financing Agreement has been complied with.

Section 9.6. Counterparts. This 2024C Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this 2024C Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this 2024C Financing Agreement and the rights and obligations of the parties hereunder and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State.

(End of Article IX)

IN WITNESS WHEREOF, the Company and the Issuer have caused this 2024C Financing Agreement to be executed in their respective names, all as of the date first above written.

CITYVIEW FISHERS, LLC

By: ____

Printed: _____________________________________

Title: _______________________________________

[*Company's signature page to the 2024C Financing Agreement*]

CITY OF FISHERS, INDIANA

By: ____
Mayor

Attest:

____
Controller

[*City's signature page to the 2024C Financing Agreement*]

2024C TRUST INDENTURE

BETWEEN

CITY OF FISHERS, INDIANA

AND

_______________________________,

As Trustee

$______________

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2024C
(CITYVIEW TAX INCREMENT REVENUE)

Dated as of ____________ 1, 2024

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of ____________ 1, 2024, by and between the CITY OF FISHERS, INDIANA ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, and _________________________________, a national banking association, existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Indiana with a corporate trust office in Indianapolis, Indiana, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, "Act"), authorize and empower the Issuer to issue revenue bonds and to provide the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced CityView Fishers, LLC (the "Company") to proceed with the Project (as defined herein), by offering to issue its Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in the aggregate principal amount of $______________ ("2024C Bonds") pursuant to this 2024C Trust Indenture ("2024C Indenture") and to provide the proceeds thereof to the Company pursuant to the 2024C [Loan/Financing] Agreement, dated as of ____________ 1, 2024, for the purpose of paying costs of the Project, including the costs of issuing the 2024C Bonds; and

WHEREAS, the execution and delivery of this 2024C Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1-4, the Fishers Economic Development Commission held a public hearing on behalf of the Issuer, and upon finding that the Project and the proposed financing thereof will create additional employment opportunities in the City of Fishers; will benefit the health, safety, morals, and general welfare of the citizens of the City of Fishers and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, the execution and delivery of this 2024C Indenture, and the issuance of the 2024C Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this 2024C Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this 2024C Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

All right, title and interest of the Issuer in and to the Pledged TIF Revenues (such pledge to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this 2024C Indenture or any other instrument), the 2024C [Loan/Financing] Agreement (except the rights reserved to the Issuer) and all moneys and the Qualified Investments held by the Trustee from time to time in the funds and accounts created hereunder;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this 2024C Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this 2024C Indenture, the following words and terms as used in this 2024C Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" shall have the meaning assigned in Section 2.8 of this 2024C Indenture.

"Allocation Area" means the CityView Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation area.

"Administrative Fees" means, collectively, the Trustee Fees and Issuer Fees.

"Agreed Interest Rate" means [0.00% per annum until the Project has reached substantial completion date as evidenced by a certification in writing by the Company and after which point means] _.__% per annum

"Authorized Representative" means, as to the Company, any officer of the Company or any other person certified in writing to the Trustee by an officer of the Company to be such; and as to the Issuer, the Mayor and the Controller or any other person so designated by resolution of the Common Council provided to the Trustee. The Trustee shall be provided with incumbency certificates for each Authorized Representative.

"Bond Counsel" means nationally recognized bond counsel.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated ___________ __, 2024, between the Issuer and the Bond Purchaser, as amended.

"Bond Purchaser" means CityView Fishers, LLC.

"Bondholders" means registered owners of the Bonds issued pursuant to this 2024C Indenture, including the 2024C Bonds.

"Bonds" means any Bonds to be issued pursuant to this 2024C Indenture, including the 2024C Bonds.

"Company" means CityView Fishers, LLC, a limited liability company duly organized and validly existing under the laws of the State and qualified to do business in the State, or any successors thereto permitted under Section 3.3 hereof.

"Costs of Construction" means the following categorical costs of providing for an "economic development project" as defined and set forth in the Act:

(i) the "Bond Issuance Costs," namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Company in connection with the issuance and sale of the 2024C Bonds, the fees and disbursements of Bond Counsel, the fees, including acceptance fees and first year trustee fees payable in advance and disbursements of counsel to the Trustee, fees of the Issuer's municipal advisor, the acceptance fee and first annual payment of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the 2024C Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Company, the fees and disbursements of the Company's accountants, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchasers of the Bonds, the costs of preparing or printing the 2024C Bonds and the documentation supporting the issuance of the 2024C Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Project;

(iii) all costs and expenses of construction, renovation, acquisition of equipment, site preparation, environmental remediation and abatement, engineering services, including the costs of the Issuer or the Company for test borings, surveys, estimates, plans and specifications and preliminary investigation therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction and equipping of the Project and capitalized interest;

(iv) all costs and expenses which the Issuer or the Company shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project; and

(v) any sums required to reimburse the Issuer or the Company for advances made by either of them subsequent to the date of inducement by the Issuer for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

"Economic Development Commission" means the City of Fishers Economic Development Commission.

"Event of Default" means those events of default specified in and defined by Section 7.1 hereof.

"Indenture" means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

"Interest Payment Date" on the 2024C Bonds means each February 1 and August 1, commencing ________ ___, 202__.

"Issuer" means the City of Fishers, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the 2024C [Loan/Financing] Agreement and this 2024C Indenture.

"Issuer Fees" means all expenses incurred by the Issuer under the 2024C [Loan/Financing] Agreement and in connection with the performance of its obligations under the 2024C [Loan/Financing] Agreement or this 2024C Indenture.

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this 2024C Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at maturity or upon redemption prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given 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 lieu of which others have been authenticated under Section 2.9.

"Paying Agent" means ________________________________ and any successor paying agent or co-paying agent.

"Pledge Resolution" means Resolution No. __________, adopted by the Redevelopment Commission on __________ ___, 2024.

"Pledged TIF Revenues" means the Tax Increment received by the Redevelopment Commission and pledged to the Issuer pursuant to the Pledge Resolution.

"Project" means the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility all of which shall conform to the parameters, requirements and descriptions thereof set forth in the Project Agreement.

"Project Agreement" means the Project Agreement among HighGround Fishers I, LLC (now known as CityView Fishers, LLC), the City, the Economic Development Commission, and the Redevelopment Commission, dated July 13, 2023.

"Qualified Investments" shall have the meaning assigned in the 2024C [Loan/Financing] Agreement.

"Record Date" means the fifteenth day of the month preceding any Interest Payment Date.

"Redevelopment Commission" means the Fishers Redevelopment Commission.

"Registered Owner" means the registered owner of the Bonds issued pursuant to this 2024C Indenture.

"Registrar" means _________________________________, and any successor registrar.

"Requisite Bondholders" means the holders of 66 2/3% in aggregate principal amount of Bonds.

"2024C Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in the aggregate principal amount of $_______________.

"Trust Estate" means the funds and accounts, Pledged TIF Revenues and other assets described in the Granting Clauses of this 2024C Indenture.

"Trustee" means _________________________________, the party of the second part hereto, and any successor trustee or co-trustee.

"Trustee Fees" means the acceptance fee, annual fees and expenses of the Trustee as set forth in Exhibit C together will all other fees, charges and expenses of the Trustee incurred under this 2024C Indenture and all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds including all costs and expenses in connection with the call, redemption and payment of the Bonds.

"2024C [Loan/Financing] Agreement" means the 2024C [Loan/Financing] Agreement, dated as of _____________ 1, 2024, between the Company and the Issuer and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024C Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This 2024C Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this 2024C Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the 2024C [Loan/Financing] Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024C Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this 2024C Indenture:

Exhibit A: Bond Issuance Costs
Exhibit B: Written Request
Exhibit C: Trustee Fees

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of 2024C Bonds. No Bonds may be issued under the provisions of this 2024C Indenture except in accordance with this Article. The principal amount of the 2024C Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to $______________. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of 2024C Bonds. The 2024C Bonds shall be designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, 2024C (CityView Tax Increment Revenue)." The 2024C Bonds shall be originally issuable as fully registered Bonds in denominations of $100,000 and integral multiples of $1,000 in excess thereof and shall be lettered and numbered R-1 and upward, or in any other manner acceptable to the Trustee and the Issuer. Interest on the Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such 2024C Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such 2024C Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Record Date next preceding the date of payment of such defaulted interest. Payment of interest to all Bondholders shall be by check drawn on the designated office of the Paying Agent and mailed to such Bondholder one business day prior to each Interest Payment Date. The 2024C Bonds shall be dated as of the date of their delivery. The Outstanding Bonds shall bear interest at the Agreed Interest Rate. Interest shall be computed on the basis of a 360 day year consisting of twelve 30-day months. The interest on the 2024C Bonds shall be payable semiannually on each Interest Payment Date.

The 2024C Bonds shall mature on February 1 and August 1, beginning _________ ___, 202__ and ending _________ ___, 204__, and amounts with interest at the rate per annum as follows:

Date	Amount	Interest Rate	Date	Amount	Interest Rate

[The 2024C Bonds maturing on ______________, ______________, and _____________, shall be the "Term Bonds" and the Term Bonds shall be subject to mandatory sinking fund redemption as set forth in Section 4.01(b).]

Section 2.3. Payment on Bonds. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts at the designated corporate trust operations office of the Trustee without presentation of the Bonds, provided however, presentation of the Bonds is required for payment of the final principal installment. Except as provided below, all payments on the 2024C Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the 2024C Bonds by check mailed to the Registered Owner thereof as shown on the registration books of the Trustee, or by such other method acceptable to the Trustee, requested by and at the risk of the Bondholder, including by wire transfer as a registered owner of the aggregate amount of $1,000,000 or more of the principal amount of the Bonds, upon the written request of the Bondholder to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by the Bondholder, or, if payment is made to a depository, by wire transfer of immediately available funds on the interest payment date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. If the Bondholder, the Company, the Issuer, and the Trustee agree in writing, payments on the Bonds may, upon assignment by the registered holder of the Bonds, be payable by the Issuer to assignee at the written directions of the registered holder of the Bonds.

Section 2.4. Execution; Limited Obligation. The 2024C Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of its Controller and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the 2024C Bonds. If any officer whose signature or facsimile signature shall appear on the 2024C Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The 2024C Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The 2024C Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of funds and accounts held under the 2024C Indenture and the Pledged TIF Revenues, pledged and assigned for their payment in accordance with the 2024C Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the 2024C Bonds. The 2024C Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the 2024C Bonds. No covenant or agreement contained in the 2024C Bonds or the 2024C Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the 2024C Bonds shall be liable personally on the 2024C Bonds or be subject to any personal liability or accountability by reason of the issuance of the 2024C Bonds.

Section 2.5. Authentication. No 2024C Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this 2024C Indenture unless and until the certificate of authentication on such 2024C Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such 2024C Bond has been authenticated and delivered under this 2024C Indenture. The Trustee's certificate of authentication on any 2024C 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 2024C Bonds issued hereunder.

Section 2.6. Form of Bonds. The 2024C Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (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 2024C Indenture, to-wit:

(Form of 2024C Bond)

No. R ___

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2024C (CITYVIEW TAX INCREMENT REVENUE)

INTEREST RATE	MATURITY DATE	ORIGINAL DATE	AUTHENTICATION DATE

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Fishers, Indiana ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from Pledged TIF Revenues (as defined in the hereinafter defined Indenture), hereinafter referred to, pledged and assigned for the payment hereof, the Principal Amount set forth above in the principal amounts and on the principal installment payment dates set forth in Schedule A, or so much of the Principal Amount as shall have been credited as described below, unless this 2024C Bond (as hereinafter defined) shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount hereof, but solely from those payments, at the Interest Rate specified above per annum payable on August 1, 2024, and on each February 1 and August 1 thereafter ("Interest Payment Dates") until the Principal Amount credited is paid in full. Interest on this 2024C Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof ("Interest Date"), except that: (i) if this 2024C Bond is authenticated on or prior to July 15, 2021, the Interest Date shall be the Original Date specified above; (ii) if this 2024C Bond is authenticated on or after the fifteenth day of the month preceding an Interest Payment Date ("Record Date"), the Interest Date shall be such Interest Payment Date; and (iii) if interest on this 2024C Bond is in default, the Interest Date shall be the day after the date to which interest hereon has been paid in full. Principal installments on the 2024C Bonds shall be payable (solely from the sources set forth herein) as set forth in Schedule A hereto (such schedule to be updated as deemed purchases of the 2024C Bonds occur as provided in Section 4.5 of the below-described Indenture).

The proceeds of this 2024C Bond or credits related thereto may be advanced from time to time at the written request of the Company, subject to the approval of the Issuer. As advances are made or credits given in the form of expenditures on the Project, the unpaid principal amount of this 2024C Bond shall be the total amounts advanced or credited by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Schedule A hereto. The principal amounts advanced or given as credits toward an advance shall be evidenced by the execution by the Authorized Representative of the Company of a disbursement request, approved in accordance with the terms of the 2024C [Loan/Financing] Agreement by an Authorized Representative of the Issuer in form and substance satisfactory to the Registered Owner. Such advances made by the City to the Company shall be promptly notified in writing to the Trustee.

The principal of this 2024C Bonds is payable at the corporate trust operations office of ________________________________, as Trustee, located in _____________, _____, or at the principal office of any successor trustee or paying agent, or by wire transfer of immediately available funds on the payment date to any registered owner of the aggregate amount of $1,000,000 or more of the principal amount of the Bonds, upon the written request of such registered owner to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by such registered owner. All payments of interest hereon will be made by the Trustee by check mailed on each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date, or by wire transfer of immediately available funds on the Interest Payment Date, to any registered owner of the aggregate amount of $1,000,000 or more of the principal amount of the Bonds, upon the written request of such registered owner to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by such registered owner. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day.

This Bond is the only one of an authorized issue of the Issuer's Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) (hereinbefore and hereinafter the, "2024C Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of $______________. The 2024C Bonds are being issued for the purpose of providing funds to finance the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility to be located in the City ("Project"), to be constructed by CityView Fishers, LLC (the "Company"), and costs of issuance, by providing such funds to the Company pursuant to the 2024C [Loan/Financing] Agreement, dated as of ____________ 1, 2024 ("2024C [Loan/Financing] Agreement") between the Company and the Issuer.

The 2024C Bonds are issued under and entitled to the security of a 2024C Trust Indenture dated as of ____________ 1, 2024 ("2024C Indenture") duly executed and delivered by the Issuer to ________________________________, as Trustee (the term "Trustee" where used herein referring to the Trustee or its successors), pursuant to which 2024C Indenture, the Pledged TIF Revenues and all rights of the Issuer under the 2024C [Loan/Financing] Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the 2024C [Loan/Financing] Agreement, are pledged and assigned by the Issuer to the Trustee as security for the 2024C Bonds. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS 2024C BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE 2024C INDENTURE AND THIS 2024C BOND, AND ACKNOWLEDGES THAT:

1. It is a sophisticated investor and is familiar with securities such as the Bonds.

2. It is familiar with the Issuer, the Fishers Redevelopment Commission ("Commission") and the Fishers Redevelopment District ("District"); it has received such information concerning the Issuer, the 2024C Bonds, the 2024C Indenture and the Pledged TIF Revenues, as it deems to be necessary in connection with investment in the 2024C Bonds. It has received, read and had an opportunity to comment upon and has consented to the provisions of the 2024C Indenture, the 2024C Bonds and the 2024C [Loan/Financing] Agreement. Prior to the purchase of the 2024C Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer concerning the terms and conditions of the 2024C Bonds, the tax status of the 2024C Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform (including the hereinafter defined Circuit Breaker), and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer possess such information or can acquire it without unreasonable effort or expense. It is not relying on Barnes & Thornburg LLP, the Trustee or Lindsey Bennett, City Attorney, for information concerning the financial status of the Issuer, the Economic Development Commission or the District, or the ability of the Issuer or the Economic

Development Commission to honor their financial obligations or other covenants under the 2024C Bonds, the 2024C Indenture or the 2024C [Loan/Financing] Agreement. It understands that the projection of TIF Revenues prepared by Baker Tilly Municipal Advisors, LLC in connection with the issuance of the 2024C Bonds have been based on assessed value estimates provided by the Hamilton County Assessor's Office of the investment in real property by the Company.

3. It understands that the Issuer's collection of the TIF Revenues may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of the property ("Circuit Breaker"). The Issuer may not increase its property tax levy or borrow money to make up any shortfall due to the application of this tax credit. It further understands that neither the Issuer nor the Economic Development Commission has the authority to levy a tax to pay the principal of the 2024C Bonds.

4. It is acquiring the 2024C Bonds for its own account with no present intent to resell; and it will not sell, convey, pledge or otherwise transfer the 2024C Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities law.

5. It has investigated the security for the 2024C Bonds, to its satisfaction, and it understands that the 2024C Bonds are payable solely from Pledged TIF Revenues.

6. It recognizes that: (a) the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein; (b) by rendering such opinions, the attorneys do not become insurers or guarantors of (i) that expression of professional judgment; (ii) the transaction opined upon; or (iii) the future performance of parties to such transaction; and (c) the rendering of the opinions does not guarantee the outcome of any legal dispute that may arise out of the transaction.

7. It understands that the Issuer has no continuing disclosure obligations with regard to the 2024C Bonds.

It is provided in the 2024C Indenture that the Issuer may hereafter issue Additional Bonds (as defined in the 2024C Indenture) from time to time under certain terms and conditions contained therein. (Such Additional Bonds and the 2024C Bonds are hereinafter collectively referred to as the "Bonds.") Reference is made to the 2024C Indenture and to all indentures supplemental thereto and to the 2024C [Loan/Financing] Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the issuance of Additional Bonds and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the acceptance of this 2024C Bond assents.

The 2024C Bonds are issuable in registered form in the denominations of $100,000 and integral multiples of $1,000 in excess thereof. This 2024C Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the designated corporate trust operations office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the 2024C Indenture and upon surrender and cancellation of this 2024C Bond. Upon such transfer a new registered bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

[INSERT REDEMPTION TERMS]

This 2024C Bond is transferable by the Registered Owner hereof at the corporate trust operations office of the Trustee upon surrender and cancellation of this 2024C Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new 2024C Bond or 2024C Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor, subject to all of the terms herein.

The 2024C Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The 2024C Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of funds and accounts held under the 2024C Indenture, the Pledged TIF Revenues pledged and assigned for their payment in accordance with the 2024C Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this 2024C Bond. The 2024C Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the 2024C Bonds. No covenant or agreement contained in the 2024C Bonds or the 2024C Indenture shall be deemed to be a covenant or agreement of the Fishers Redevelopment Commission ("Redevelopment Commission"), the Fishers Economic Development Commission (the "Commission"), the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the 2024C Bonds shall be liable personally on the 2024C Bonds or be subject to any personal liability or accountability by reason of the issuance of the 2024C Bonds.

The holder of this 2024C Bond shall have no right to enforce the provisions of the 2024C Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the 2024C Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the 2024C Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the 2024C Indenture, the principal of all the Bonds issued under the 2024C Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the 2024C Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the 2024C Indenture. The Issuer's obligation to pay Pledged TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the 2024C Indenture precedent to and in the issuance of this 2024C Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this 2024C Bond have been duly authorized by the Issuer.

This 2024C Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the 2024C Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Fishers, Indiana, in Hamilton County, has caused this 2024C Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal to be hereunto affixed manually or by facsimile and attested by the manual or facsimile signature of its Controller.

CITY OF FISHERS, INDIANA

By:____
Mayor

(SEAL)

Attest:

____
Controller

CERTIFICATE OF AUTHENTICATION

This 2024C Bond is one of the 2024C Bonds described in the within-mentioned Indenture.

________________________________, Trustee

By:____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto ______________________________ (Please Print or Typewrite Name and Address) the within 2024C Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints ______________________________ attorney to transfer the within 2024C 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 to this assignment must correspond with the name of the registered owner as it appears upon the face of the within 2024C Bond in every particular, without alteration or enlargement or any change whatever.

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

TEN COM.	as tenants in common
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

____
(State)

Additional abbreviations may also be used though not in list above.

Schedule A

(End of Bond Form)

Section 2.7. Delivery of 2024C Bonds. Upon the execution and delivery of this 2024C Indenture, the Issuer shall execute and deliver to the Trustee the 2024C Bonds in the aggregate principal amount not to exceed $_______________. The Trustee shall authenticate such Bonds and deliver them to the Bond Purchaser thereof upon receipt of:

(i) A copy, duly certified by the Clerk of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the 2024C [Loan/Financing] Agreement and this 2024C Indenture and the issuance of the 2024C Bonds.

(ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the resolution adopted and approved by the Redevelopment Commission pledging the Pledged TIF Revenues to the payment of the 2024C Bonds.

(iii) Executed counterparts of the 2024C [Loan/Financing] Agreement and Indenture.

(iv) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the 2024C Bonds to the Bond Purchaser in the principal amount not to exceed $_______________.

(v) Such other documents as shall be reasonably required by the Bond Purchaser.

The proceeds of the 2024C Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 3.1 hereof.

The 2024C Bonds initially issued and authenticated hereunder shall be registered in the name of the Bond Purchaser.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds in addition to the 2024C Bonds ("Additional Bonds"), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding entirely one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, (ii) advance refunding entirely one or more series of Bonds outstanding hereunder, regardless of whether such Bonds may otherwise be refunded, if the same is then permitted by law, by depositing with the Trustee, in trust for the sole benefit of such series of Bonds, cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) in a principal amount which will, together with the income or increment to accrue thereon, be sufficient to pay and redeem (when redeemable) and discharge such series of Bonds at or before their respective maturity dates, and (iii) financing the cost or estimated cost of completing the Project or of acquiring and/or constructing additional improvements to the Project, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any.

Prior to the delivery by the Issuer of any such Additional Bonds, there shall be filed with the Trustee:

(i) A supplement to this 2024C Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof and providing for the disposition of the proceeds of the sale thereof.

(ii) The supplement or amendment to the 2024C [Loan/Financing] Agreement and the other instruments, documents, certificates, and opinions referred to in Article IX of this 2024C Indenture.

(iii) A copy, duly certified by the Clerk of the Issuer, of the Bond Ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the 2024C [Loan/Financing] Agreement and the issuance of such Additional Bonds.

(iv) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this 2024C Indenture, but such Additional Bonds may bear such date or dates and such interest rate or rates, and have such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Company, and the purchaser of such Additional Bonds.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any 2024C Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate, upon the written direction of the Issuer, a new 2024C Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated 2024C Bond, such mutilated 2024C Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed 2024C Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such 2024C Bond shall have matured, instead of issuing a duplicate 2024C Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed 2024C Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such 2024C Bond with its fees and expenses in this connection. Any 2024C Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of 2024C Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of 2024C Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the 2024C Bonds as provided in this 2024C Indenture to be kept by the Trustee, which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered 2024C Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to, the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered 2024C Bond or 2024C Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered 2024C Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered 2024C Bond. The Trustee shall not be required to transfer or exchange any fully registered 2024C Bond during the period between the Record Date and any interest payment date of such 2024C Bond, nor to transfer or exchange any 2024C Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered 2024C Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF 2024C Bonds PROCEEDS

Section 3.1. Deposit of Funds. On the date of issuance of the 2024C Bonds, $_______ shall be deposited by the Bond Purchaser into the Cost of Issuance Fund. No further deposits by the Bond Purchaser shall be required pursuant to this 2024C Indenture. The remaining proceeds of the 2024C Bonds or credits related thereto may be advanced from time to time at the request of the Company, subject to the approval of the Issuer pursuant to Section 4.5 hereof.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this 2024C Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. 2024C Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "2024C Bond Fund." Money in the 2024C Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited in the 2024C Bond Fund, as and when received by the Trustee: (a) Pledged TIF Revenues, as provided in Section 4.7; (b) all interest and other income derived from investments of 2024C Bond Fund moneys as provided herein; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the 2024C [Loan/Financing] Agreement which are required or which are accompanied by directions that such moneys are to be paid into the 2024C Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding, it will deposit, or cause to be paid to Trustee for deposit in the 2024C Bond Fund for its account, sufficient sums of the Pledged TIF Revenues promptly to meet and pay the principal of and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the 2024C Bond Fund, funds from any source other than receipts derived from the Pledged TIF Revenues.

Moneys in the 2024C Bond Fund shall be used by the Trustee to pay Administrative Fees and then to pay interest and principal on the Bonds as they become due upon each Interest Payment Date, at maturity or upon redemption. The Trustee shall transmit such funds to the Paying Agent for the 2024C Bonds in sufficient time to insure that such interest will be paid as it becomes due. If Pledged TIF Revenues on deposit in the 2024C Bond Fund are not sufficient to pay the principal and interest then due, Pledged TIF Revenues shall be applied first to pay unpaid interest and then to unpaid and due principal; provided, however, that no interest shall be due or paid on any unpaid interest.

Section 4.3. Surplus Fund. The Trustee shall establish and maintain a separate fund to be known as the "Surplus Fund." Money in the Surplus Fund shall be applied as provided in this Section 4.3.

The Trustee shall deposit in the Surplus Fund, as and when received, all Tax Increment Revenues in excess of payments due on the Bonds and/or Annual Fees on the next Interest Payment Date as provided in Section 4.2 hereof. Without further action or authorization, Tax Increment

Revenues in the Surplus Fund shall be used (i) to pay amounts due on the Bonds and (ii) to redeem or defease the Series 2024C Bonds in whole or in part in increments of $1,000.

Section 4.4. Cost of Issuance Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Cost of Issuance Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Issuer shall use the amount deposited to the Cost of Issuance Fund pursuant to Section 3.1 hereof to pay Bond Issuance Costs set forth in Exhibit A and the Trustee's fees set forth on Exhibit C, which shall be paid by check or wire transfer at closing to the entities listed. Execution of this 2024C Indenture shall be authorization for these payments.

Section 4.5. Deemed Purchase of the Bonds. The Bond Purchaser shall be deemed to have purchased the Bonds in the same principal amount as the (1) Bond Issuance Costs and (2) Costs of Construction, which the Trustee shall record upon receipt by the Trustee of the written request approved by the Issuer and signed by the Authorized Representative of each of the Bond Purchaser and the Company, in substantially the form of Exhibit B:

(i) stating that the costs of an aggregate amount set forth in such written request has been made or incurred and were necessary for the construction or equipping of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Costs of Construction;

(ii) stating that the amount paid or to be paid, as set forth in such written request, is reasonable and represents a part of the amount payable for the Costs of Construction during construction of the Project or the costs of equipping the Project all in accordance with the cost budget; and that such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(iii) stating that no part of the such costs was included in any written request previously filed with the Trustee under the provisions hereof;

(iv) stating that such costs are appropriate for the expenditure of proceeds of the Bonds under the Act; and

(v) stating a recap of vendors and the amount paid and/or to be paid to each and copies of invoices paid and/or to be paid with copies of checks used for any previously made payment and, if a vendor is an unincorporated entity, the taxpayer identification number for such vendor.

The Trustee may rely fully on any such request delivered pursuant to this Section and is not be required to make any investigation in connection therewith.

Section 4.6. Rebate Fund. There is hereby created and ordered maintained as a separate account in the custody of the Trustee a fund to be designated the Rebate Fund provided, however, that the Trustee shall not be required to maintain such account on its records until such time as any deposit is actually required to be made into the Rebate Fund as directed in writing by the Issuer in accordance with this 2024C Indenture and the Certificate of the Issuer Re: Arbitrage and Federal Tax Matters ("Tax Certificate"). Moneys deposited in the Rebate Fund shall be used to meet any rebate liability of the Issuer under Section 148(f) of the Code and the Treasury Regulations promulgated thereunder. Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder. The duties and responsibilities of the Issuer provided in this Section are to be read and interpreted consistently with the provisions of the Tax Certificate. The Trustee shall disburse funds from the Rebate Fund in accordance with the written direction of the Issuer.

The Trustee shall be entitled to rely on the calculations made pursuant to the Tax Certificate by the Issuer and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon those calculations.

The Issuer shall provide to the Trustee the computations made pursuant to this Section as are required by the Tax Certificate, and the Trustee shall keep such records of such computations.

The Trustee shall keep and make available to the Issuer such records concerning the investments of the gross proceeds of the Bonds and the investments of earnings from those investments as may be requested by the Issuer in order to enable the Issuer to make the aforesaid computations as are required under the Tax Certificate.

Section 4.7. Pledged TIF Revenues. So long as any Bonds remain outstanding hereunder, on or before each January 15 and July 15 commencing with the first January 15 or July 15 that Pledged TIF Revenues are available, the Issuer shall transfer the Pledged TIF Revenues to the Trustee. The Trustee is hereby directed to transfer to the 2024C Bond Fund, as appropriate, on each January 15 and July 15, the Pledged TIF Revenues received, and shall use such amounts deposited to the 2024C Bond Fund in accordance with Section 4.2 hereof. Any amounts remaining after the deposits to the 2024C Bond Fund shall be used to redeem the outstanding Bonds in accordance with Article V hereof.

Section 4.8. Trust Funds. All moneys and securities received by the Trustee under the provisions of this 2024C Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this 2024C Indenture.

Section 4.9. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.7 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF 2024C BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. The 2024C Bonds are subject to optional redemption at the option of the Issuer, prior to maturity on any date on or after _________ upon thirty (30) days' written notice to the Trustee, in whole or in part (and, if in part, in inverse order of installment payments), at face value, [without premium/with a premium of ___], plus in each case accrued interest to the date fixed for redemption.

Section 5.2. Notice of Redemption. In the case of redemption of 2024C Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the 2024C Bonds, or portions of fully registered 2024C Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the registered owner of each 2024C Bond to be redeemed at the address shown on the registration books. In the event of a partial redemption the 2024C Bonds, such notice of redemption shall specify the respective principal installment amounts to be called, the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered 2024C Bond shall not affect the validity of any proceedings for the redemption of other 2024C Bonds.

On and after the redemption date specified in the aforesaid notice, such 2024C Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this 2024C Indenture and shall not be deemed to be outstanding under the provisions of this 2024C Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.3. Cancellation. All 2024C Bonds which have been redeemed in whole shall be canceled and destroyed by the Trustee in accordance with its destruction policy in effect and shall not be reissued, and a certificate of destruction shall be furnished, upon written request, by the Trustee to the Issuer and the Company.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the 2024C Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the 2024C Bonds thus called shall no longer accrue from and after the date fixed for redemption. No payment shall be made by the Paying Agent upon any 2024C Bond until such 2024C Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed 2024C Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the 2024C Bonds at the time outstanding are to be called for redemption, the maturities of 2024C Bonds or principal installment amounts to be redeemed shall be redeemed in inverse order of installment payments. If fewer than all of the 2024C Bonds within a principal installment are to be redeemed, the Trustee shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the 2024C Bonds or portions of 2024C Bonds within such principal installment that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many 2024C Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular 2024C Bonds or portions thereof shall be redeemed in part in $1,000 denominations and integral multiples thereof until the 2024C Bonds are paid in full; provided, that the 2024C Bonds that remain after such redemption must be in authorized denominations.

If less than the entire principal amount of any registered 2024C Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the Owner of such registered 2024C Bond shall forthwith surrender such 2024C Bond to the Paying Agent in exchange for (a) payment of the redemption price of plus accrued interest on the principal amount called for redemption and (b) a new 2024C Bond or 2024C Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered 2024C Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this 2024C Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the Pledged TIF Revenues, which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this 2024C Indenture should be considered as pledging any other funds or assets of the Issuer. The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from Pledged TIF Revenues. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this 2024C Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this 2024C Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this 2024C Indenture, and to pledge the Pledged TIF Revenues, 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 2024C Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Filing of Indenture, 2024C [Loan/Financing] Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Company, shall cause this 2024C Indenture, the 2024C [Loan/Financing] Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.3 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.4. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the revenues derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.5. List of Bondholders. The Trustee will keep on file at the designated corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.6. Rights Under 2024C [Loan/Financing] Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the 2024C [Loan/Financing] Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.7. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.7 of the 2024C [Loan/Financing] Agreement and in the absence of written direction the Trustee shall invest in funds in the ___________________________, which is hereby deemed to constitute a Qualified Investment. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of the directed investments. Ratings of permitted investments shall be determined at the time of purchase of such permitted investments and without regard to ratings subcategories. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including investment maintenance fees.

Although the Issuer and the Company each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the Company hereby agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 6.8. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this 2024C Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall escheat to the State of Indiana, in accordance with applicable Indiana law.

Section 6.9. Direction of Bondholders. Whenever any action, direction or consent is required of the Trustee, the Trustee shall consult with the holders of the Bonds and shall take such action, give such direction or give such consent as the Trustee shall be directed in writing by the Requisite Bondholders.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. <u>Events of Default</u>. Each of the following events is hereby declared an "event of default" under this 2024C Indenture:

(a) any event of default as defined in Sections 5.1(a)(i), (a)(ii), (a)(iii) or (a)(iv) of the 2024C [Loan/Financing] Agreement shall occur and be continuing; or

(b) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this 2024C Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder.

The insufficiency of Pledged TIF Revenues to pay debt service due on the 2024C Bonds shall <u>not</u> constitute an event of default hereunder.

Section 7.2. <u>Remedies; Rights of Bondholders</u>.

(i) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Company under the 2024C [Loan/Financing] Agreement.

(ii) Upon the occurrence of an event of default, and if directed in writing so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee shall be directed in writing to exercise by the Requisite Bondholders.

(iii) No remedy by the terms of this 2024C Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.3. Right of Bondholders to Direct Proceedings. Anything in this 2024C Indenture to the contrary notwithstanding, the holders of all Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this 2024C 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 2024C Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.4. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the 2024C Bond Fund and all moneys in the 2024C Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

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 discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if 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 2024C Indenture), in the order of their due dates (or principal installment dates, as appropriate), with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds (or principal installment dates, as appropriate) due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to (a) to the Issuer, if the Bonds have been paid in full, or (b) if and to the extent the Bonds have not been paid in full, to the Company or its successors or assigns, upon the written request of the Company or to whosoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

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 funds, 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 holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.5. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this 2024C 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 proceedings 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 holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.4 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.6. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this 2024C Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this 2024C Indenture, and to any action or cause of action for the enforcement of this 2024C Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this 2024C 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, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this 2024C Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.7. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this 2024C Indenture by the appointment of a receiver, or otherwise, 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 Company and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest 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 default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders 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.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this 2024C Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this 2024C Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this 2024C Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the 2024C [Loan/Financing] Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the 2024C [Loan/Financing] Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this 2024C Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this 2024C Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Company under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Company as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this 2024C Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct in connection with the performance of its duties hereunder.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this 2024C Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this 2024C Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this 2024C Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 and under Article VII hereunder the Trustee may require that a satisfactory indemnity bond or other indemnity be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including liability incurred in connection with the enforcement of the terms and provisions of this 2024C Indenture, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this 2024C Indenture.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) If any event of default under this 2024C Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this 2024C Indenture as it shall be directed to in writing by the Requisite Bondholders.

(o) None of the provisions of this 2024C Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(p) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. Under no circumstances does the Trustee assume any responsibility or liability for the issuance of the Bonds as obligations the interest on which is excludable from gross income for purposes of federal income taxation or for the maintenance of such tax-exempt status subsequent to the date of issuance of the Bonds.

(q) The Trustee shall not be accountable for the use or application by the Company of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this 2024C Indenture or drawn down by the Company in accordance with the provisions of this 2024C Indenture and the 2024C [Loan/Financing] Agreement or for the use and application of money received by any paying agent.

Section 8.2. <u>Fees, Charges and Expenses of Trustee and Paying Agent</u>. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. To the extent that TIF is insufficient to pay the Administrative Fees of the Trustee, it is agreed that the Company shall be responsible for unpaid fees of the Trustee. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. In the event of a bankruptcy, the fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this 2024C Indenture to be kept at the office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party, the Trustee shall intervene on behalf of Bondholders subject to the provisions of Section 8.1(l), upon being directed in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding to intervene in such proceeding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this 2024C Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by all the Bondholders. The fees and expenses of the Trustee shall be paid prior to the effectiveness of any removal.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars ($100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the 2024C Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this 2024C Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed as "Registrar" and "Paying Agent" under this 2024C Indenture. Any Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 60 days' written notice to the Issuer, the Company and the Trustee. Any Registrar and Paying Agent may be removed at any time by an instrument, filed with such Registrar, Paying Agent and the Trustee and signed by the Issuer and the Company. Any successor Registrar and Paying Agent shall be appointed by the Issuer at the direction of the Company and shall be a bank or trust Company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least $100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this 2024C Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there is no successor, to the Trustee.

Section 8.12. Indemnification. To the extent permitted by law, the Issuer hereby agrees to indemnify and save harmless the Trustee from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, and such indemnification shall survive its resignation or removal of the Trustee or the defeasance of this 2024C Indenture.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this 2024C Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this 2024C Indenture; or

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them; or

(c) To subject to this 2024C Indenture additional security, revenues, properties or collateral; or

(d) To make any other change in this 2024C Indenture which, in the judgment of the Issuer, in its sole discretion, is not to the material prejudice of the Company or the holders of the Bonds; or

(e) To modify, amend or supplement the 2024C Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the 2024C Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute; or

(f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this 2024C Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this 2024C Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this 2024C Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this 2024C Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) the deprivation of the Owners of any 2024C Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 9.3. Legal Opinion. In connection with a supplemental indenture being entered into pursuant to the provisions of this Article IX, the Trustee shall receive an opinion of Bond Counsel to the effect that said supplemental indenture is authorized and permitted by the terms of this 2024C Indenture in compliance with all conditions precedent, that it is proper for the Trustee to join in the execution of such supplemental indenture and that the Trustee may conclusively rely on such opinion. The Trustee may conclusively rely on the written determination of the Issuer with respect to a supplemental indenture entered into pursuant to Section 9.1(d).

Section 9.4. Supplemental Indenture Effectiveness Upon Trustee. The Trustee need not enter into or consent to any supplemental indenture which it determines to be materially prejudiced to it.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE 2024C [LOAN/FINANCING] AGREEMENT

Section 10.1. Amendments, etc., to 2024C [Loan/Financing] Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the written consent of the Company shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the 2024C [Loan/Financing] Agreement as may be required (i) by the provisions of the 2024C [Loan/Financing] Agreement and this 2024C Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Issuer, in its sole discretion, is not to the prejudice of the Bondholders.

Section 10.2. Amendments, etc., to 2024C [Loan/Financing] Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the 2024C [Loan/Financing] Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. Legal Opinion. In connection with an amendment, change or modification to the 2024C [Loan/Financing] Agreement being consented to pursuant to the provisions of this Article X, the Trustee shall receive an opinion of Bond Counsel to the effect that said consent to the amendment, change or modification in question is authorized and permitted by the terms of this 2024C Indenture in compliance with all conditions precedent, and that it is appropriate for the Trustee to join in such amendment, change or modification and that the Trustee may conclusively rely on such opinion.

Section 10.4. Amendments, etc.; Consent of Trustee. The Trustee need not consent to any amendment, change or modification of the 2024C [Loan/Financing] Agreement which it determines to be materially prejudiced to it.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Company under the 2024C [Loan/Financing] Agreement and this 2024C Indenture shall terminate, and such instruments shall cease to be of further effect, upon direction of the Issuer, the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this 2024C Indenture, and shall assign and deliver to the Company any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of and interest on the Bonds and except for any Pledged TIF Revenues which shall be delivered to the Issuer) when:

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Company shall have performed all of their covenants and promises in the 2024C [Loan/Financing] Agreement and in this 2024C Indenture; and

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Company, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be; provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this 2024C Indenture when (a) payment of the principal and interest of such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time, the Trustee shall be provided with a defeasance opinion by nationally recognized Bond Counsel. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this 2024C Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this 2024C Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Company shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of the Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Company, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the 2024C Bond Fund as and when realized and collected for use and application as are other moneys deposited in the 2024C Bond Fund.

Notwithstanding any provision of any other Article of this 2024C Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Governmental obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

In determining the sufficiency of the moneys and/or Government Obligations deposited pursuant to this Section 11.2, the Trustee shall receive, at the expense of the Company, and may rely on a verification report of a firm of nationally recognized independent certified public accountants. The right to register the transfer of or to exchange Bonds shall survive the discharge of this 2024C Indenture.

Section 11.3. Cancellation of 2024C Bonds. If the Bondholders of any 2024C Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that 2024C Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that 2024C Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this 2024C Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this 2024C Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this 2024C Indenture or the 2024C [Loan/Financing] Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Company, or the directors, trustees, officers or members of the Company. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. 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 2024C Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken 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 certificate 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 affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this 2024C Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this 2024C Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Company, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this 2024C Indenture or any covenants, conditions and provisions herein contained, this 2024C Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Company and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this 2024C Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this 2024C Indenture contained, shall not affect the remaining portions of this 2024C Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Company, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024C Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the 2024C [Loan/Financing] Agreement.

Notwithstanding the foregoing, the Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this 2024C Indenture and the 2024C [Loan/Financing] Agreement and delivered using Electronic Means; provided, however, that the Issuer and the Company, as the case may be, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer and the Company, as the case may be, whenever a person is to be added or deleted from the listing. If the Issuer and the Company, as the case may be, elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Issuer and the Company each understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer and the Company, as the case may be, shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Issuer and the Company, as the case may be, and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer and the Company, as the case may be. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Company each agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer and the Company, as the case may be; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Section 11.9. Counterparts. This 2024C Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This 2024C Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this 2024C Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this 2024C Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter with the same force and effect as if made on such date.

Section 11.13. Shortfall of Pledged TIF Revenues. Notwithstanding any other provision of this 2024C Indenture, any portion of the principal or interest due on the 2024C Bonds that remains unpaid due to a shortfall in Pledged TIF Revenues shall not be deemed defeased or otherwise satisfied, shall not be considered paid, and shall continue to be due and owing until the earlier of: (i) full payment by the Issuer; or (ii) the maturity date of the 2024C Bonds. Interest shall not accrue on the interest that remains unpaid beyond the applicable debt service payment date.

(End of Article XI)

IN WITNESS WHEREOF, the City of Fishers, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and attested by its Controller, and to evidence its acceptance of the trusts hereby created, ________________________________ with a corporate trust office located in Indianapolis, Indiana, has caused these presents to be signed in its name and on its behalf by, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF FISHERS, INDIANA

By: ____
Mayor

Attest:

____
Controller

[*Issuer's signature page to the Trust Indenture*]

________________________________, as Trustee

By:____________________________________

Printed:_________________________________

Title:___________________________________

[*Trustee's signature page to the Trust Indenture*]

EXHIBIT A

Bond Issuance Costs

EXHIBIT B

Written Request
No.____

____
Attn: ___________________________
____
Indianapolis, IN 46204

This written request ("Written Request") is submitted pursuant to the provisions of Section 4.5 of that certain Trust Indenture dated as of ____________ 1, 2024 ("Indenture"), between the City of Fishers, Indiana ("Issuer") and ________________________________, as trustee ("Trustee"). The terms used herein have the same meanings as when used in the 2024C Indenture except where the context otherwise requires.

CityView Fishers, LLC ("Bond Purchaser"), hereby requests that on _____________, 202_, the Trustee to credit the Bond Purchaser for the purchase of the 2024C Bonds in the aggregate amount indicated in the attached Credit Request Schedule, for advances, payments and expenditures made by Bond Purchaser, an Indiana limited liability company in connection with the items listed in the Credit Request Schedule.

In support of this Written Request, the Company states as follows:

(a) Each item for which credit against the purchase price of the 2024C Bonds is requested hereunder is properly so creditable in accordance with the terms and conditions of the 2024C Indenture and none of those items has formed the basis for any credit request heretofore made to the Trustee;

(b) Each such item is or was necessary in connection with the acquisition, construction, equipping or improvement of the property comprising the Project, as defined in the 2024C Indenture;

(c) This statement and all exhibits hereto, including the Credit Request Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto; and

(d) This statement constitutes the approval of the Borrower of each credit request hereby made and authorized.

In accordance with the provisions of the 2024C Indenture, each of the Bond Purchaser, the Company, and the Issuer has caused this Written Request to be signed on its behalf this _______ day of _____________, 202_.

____

By: ______________________________________

Its: ______________________________________

APPROVED

CITY OF FISHERS, INDIANA

____
Authorized Representative

CREDIT REQUEST SCHEDULE

Vendors	Amount Paid/to be Paid	[Vendor TIN]

[Attach copies of invoices paid and/or to be paid with copies of checks used for any previously made payment**]**

EXHIBIT C

Trustee Fees

2024C LOAN AGREEMENT

BETWEEN

CITYVIEW FISHERS, LLC

AND

CITY OF FISHERS, INDIANA

Dated as of __________________, 2024

Certain of the rights of the Issuer hereunder have been assigned to __________________, as Trustee under a 2024C Trust Indenture dated as of the date hereof, from the Issuer.

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2024C LOAN AGREEMENT

This is a 2024C LOAN AGREEMENT, dated as of __________ ___, 2024 (the "2024C Loan Agreement") between CITYVIEW FISHERS, LLC, a limited liability company duly organized and validly existing under the laws of the State of Indiana (the "Borrower"), and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "Issuer").

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing costs of construction of certain infrastructure, site, and building improvements, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, the Fishers Redevelopment Commission (the "Redevelopment Commission") has established the CityView Allocation Area (the "Area") located in the City of Fishers;

WHEREAS, the Issuer, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City of Fishers; will benefit the health, safety, morals, and general welfare of the citizens of the City of Fishers and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing;

WHEREAS, the Issuer intends to issue its Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in the aggregate principal amount of $__________ (the "Series 2024C Bonds") pursuant to a Trust Indenture dated as of ________ 1, 2024 (the "2024C Indenture") from the Issuer to ______________________________________, as Trustee (the "Trustee"), and to lend the proceeds of the Series 2024C Bonds pursuant to the provisions of this 2024C Loan Agreement to the Borrower to finance the projects set forth on Exhibit A;

WHEREAS, this 2024C Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2024C Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2024C (the "Series 2024C Note") in substantially the form attached hereto as Exhibit B;

WHEREAS, pursuant to the 2024C Indenture, the Issuer will pledge and assign the Series 2024C Note and assign certain of its rights under this 2024C Loan Agreement to the Trustee as security for the Series 2024C Bonds; and

WHEREAS, the Bonds issued under the 2024C Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Series 2024C Note; (ii) Pledged TIF Revenues (as defined in the 2024C Indenture), (iii) Bond proceeds, or (iv) investment earnings on each of the foregoing funds.

PRELIMINARY STATEMENT

In consideration of the premises, the loan of the proceeds of the Series 2024C Bonds to be made by the Issuer, the acceptance of the Series 2024C Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this 2024C Loan Agreement.

This 2024C Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Series 2024C Note and this 2024C Loan Agreement to be kept, performed and observed by the Borrower, then this 2024C Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the Issuer hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this 2024C Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

"Additional Bonds" means the additional parity bonds authorized to be issued by the Issuer pursuant to Section 2.8 of the 2024C Indenture and any bonds issued in substitution or replacement therefor.

"Annual Fees" means annual Trustee Fees.

"Area" means the CityView Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation area....

"Bond Counsel" means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bonds" means the Series 2024C Bonds, the Additional Bonds and any other bonds issued under the 2024C Indenture.

"Borrower" means CityView Fishers, LLC, an Indiana limited liability company duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors or assigns thereto permitted under Section 3.3 hereof.

"Commission" means the City of Fishers Economic Development Commission.

"Costs of Construction" means the following categorical costs of providing for an "economic development project" as defined and set forth in the Act:

(i) the "2024C Bond Issuance Costs", namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Series 2024C Bonds, including underwriting or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, the acceptance fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the 2024C Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower's accountants, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchaser of the Series 2024C Bonds, the costs of preparing or printing the Series 2024C Bonds and the documentation supporting the issuance of the Series 2024C Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) [the "Capitalized Interest Costs", namely all or a portion of interest on the Series 2024C Bonds from the date of their original delivery through ________________;]

(iii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Project;

(iv) all costs and expenses which Issuer or Borrower shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project; and

(v) any sums required to reimburse Issuer or Borrower for advances made by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Borrower.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's, S&P or Fitch and (ii) in the event that any bonds are defeased with such obligations in whole or in part those bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch.

"Issuer" means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 2024C Bonds.

"Note" means the Series 2024C Note, and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

"Outstanding," with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the 2024C Indenture and with reference to Notes, means all notes theretofore issued and not yet paid and discharged under the terms of this 2024C Loan Agreement.

"Pledge Resolution" means Resolution No. ___________, adopted by the Redevelopment Commission on _______________.

"Pledged TIF Revenues" means all of the Tax Increment received by the Redevelopment Commission and pledged to the Issuer pursuant to the Pledge Resolution

"Project" means the projects set forth in Exhibit A-1.

"Project Agreement" means the Project Agreement among HighGround Fishers I, LLC (now known as CityView Fishers, LLC), the City, the Economic Development Commission, and the Redevelopment Commission, dated July 13, 2023.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest category by Moody's Investors Service or Standard & Poors Ratings Group, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's Investors Service or Standard & Poors Ratings Group, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the City of Fishers Redevelopment Commission.

"Series 2024C Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue).

"Tax Increment" means all real and personal property tax proceeds attributable to the assessed valuation within the Area as of each January 1 in excess of the base assessed value, as described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of the 2024C Indenture..

"Trustee" means the trustee and/or co-trustee at the time serving as such under the 2024C Indenture, and shall initially mean ____, Indianapolis, Indiana.

"2024C Bond Fund" means the 2024C Bond Fund established by Section 4.2 of the 2024C Indenture.

"2024C Indenture" means the Trust Indenture dated as of ______________ 1, 2024, between the Issuer and the Trustee and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024C Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This 2024C Loan Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this 2024C Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the 2024C Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024C Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this 2024C Loan Agreement.

Exhibit A-1. The Project.

Exhibit B. Form of Series 2024C Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 2024C BOND PROCEEDS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) Issuer is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this 2024C Loan Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this 2024C Loan Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Issuer agrees to provide funds from the issuance of the Series 2024C Bonds to loan to the Borrower for financing the construction of the Project for the benefit of the holders of the Bonds, to create additional employment opportunities in Fishers, Indiana and to benefit the health, safety, morals and general welfare of the citizens of Fishers and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this 2024C Loan Agreement and the Series 2024C Note to the Trustee.

(c) The Area has been properly created as an "allocation area" pursuant to Indiana Code 36-7-14-39. The Pledged TIF Revenues have been properly and legally pledged by the Redevelopment Commission to the payment of the Series 2024C Bonds.

(d) The Issuer represents that the Series 2024C Note will be assigned to the Trustee pursuant to the 2024C Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 2024C Note has not been registered under the Securities Act of 1933.

Section 2.2. Representations by Borrower. Borrower represents and warrants that:

(a) It is an Indiana limited liability company duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this 2024C Loan Agreement and the Series 2024C Note, has full power to enter into and perform its obligations under this Agreement and the Series 2024C Note, and by proper action has duly authorized the execution and delivery of this 2024C Loan Agreement and the issuance of the Series 2024C Note.

(b) All of the proceeds from the Series 2024C Bonds (including any income earned on the investment of such proceeds) will be used for Costs of Construction.

(c) The Borrower intends to operate the Project, or cause the Project to be operated, as an economic development facility under the Act, until the expiration or termination of this 2024C Loan Agreement.

(d) Neither the execution and delivery of this 2024C Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2024C Note nor the fulfillment of or compliance with the terms and conditions of this 2024C Loan Agreement, will contravene the Borrower's operating agreement or any law or any governmental rule, regulation or order currently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this 2024C Loan Agreement and the Series 2024C Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This 2024C Loan Agreement and the Series 2024C Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this 2024C Loan Agreement or the Series 2024C Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this 2024C Loan Agreement or the Series 2024C Note.

Section 2.3. Loan of Series 2024C Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024C Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 of the 2024C Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 2024C Note substantially in the form attached hereto as Exhibit B.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Series 2024C Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the 2024C Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.5, 3.7 and 3.9 hereof, and to execute and deliver supplements and amendments to this 2024C Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Notes and this 2024C Loan Agreement, according to the true intent and meaning thereof and hereof as follows: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the 2024C Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the 2024C Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the 2024C Bond Fund (including without limitation any Pledged TIF Revenues), will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption, or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the 2024C Indenture. Section 4.7 of the 2024C Indenture provides that the Issuer shall transfer the Pledged TIF Revenues for the payment of the Series 2024C Bonds to the 2024C Bond Fund on each January 15 and July 15, commencing on ________ 15, 202_. Such transfers shall be a credit against and serve to reduce the Borrower's obligations to make payments under the Notes and this 2024C Loan Agreement.

(b) The Borrower also agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all reasonable fees and charges of the Trustee incurred under the 2024C Indenture, as and when the same become due; (ii) all reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Bonds; (iii) all reasonable expenses incurred in connection with the enforcement of any rights under the 2024C Loan Agreement or the 2024C Indenture by the Issuer, the Trustee or the Bondholders; and (iv) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the 2024C Loan Agreement; provided, however, that the Borrower may, without creating a default under the 2024C Loan Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses. Notwithstanding the foregoing, the Borrower is only obligated to pay amounts under (i) and (ii) above if the Pledged TIF Revenues are insufficient to pay such amount.

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments pursuant hereto and to the Notes shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project or the Borrower's title to the Project or any part thereof is defective or nonexistent, or whether the Borrower's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this 2024C Loan Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Borrower's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State of Indiana, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this 2024C Loan Agreement; and the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this 2024C Loan Agreement or which releases or purports to release the Borrower therefrom. Nothing in this 2024C Loan Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the Issuer under this 2024C Loan Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this 2024C Loan Agreement that the Borrower shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this 2024C Loan Agreement for the benefit of the holders of the Bonds. Notwithstanding the foregoing, the Issuer, the Trustee and the Borrower acknowledge that the Pledged TIF Revenues are intended to be credited against and serve to reduce the Borrower's obligations to make payments under the Note and this 2024C Loan Agreement.

(d) As long as the Bonds are outstanding, the Borrower covenants to pay or cause to be paid all property tax bills for its property in the Area (including the Project) owned or leased by the Borrower, its affiliates and its subsidiaries before the tax bills are delinquent, subject to the right to contest in good faith any property tax assessments.

(e) It is understood and agreed that all payments made by Borrower pursuant to this Section 3.2 and the Notes are pledged to Trustee pursuant to the granting clauses of the 2024C Indenture. Borrower assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer or Trustee of any obligation to Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to Borrower by Issuer. Issuer hereby directs Borrower and Borrower hereby agrees to pay to the Paying Agent at its principal office all amounts payable by Borrower pursuant to this Section 3.2 and the Notes.

(f) The Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this 2024C Loan Agreement;

and (iii) will not terminate this 2024C Loan Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this 2024C Loan Agreement or the 2024C Indenture, other than a failure by the Issuer to deposit, or cause to be deposited, the Pledged TIF Revenues as contemplated by Section 3.2(a) hereof.

(g) It is understood and agreed that Borrower shall be obligated to continue to pay the amounts specified herein and in the Notes whether or not the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof.

Section 3.3. Maintenance of Existence. The Borrower will maintain its existence and not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with another entity or permit one or more other entities to consolidate with it except as provided in this Section 3.3. Before the Project is substantially complete, the Borrower may dissolve or otherwise dispose of all or substantially all of its assets if (i) an affiliate of the Borrower assumes all of the Borrower's obligations under this 2024C Loan Agreement and agrees to complete the Project and (ii) the owners of all of the Series 2024C Bonds and the Issuer consent in writing, which consent shall not be unreasonably withheld. Once the Project is substantially complete, the Borrower may dissolve or otherwise dispose of all or substantially all of its assets with the written consent of the owners of all of the Series 2024C Bonds and the Issuer, which consent shall not be unreasonably withheld. Any sale, lease or other disposition of the Project or any portion thereof is subject to the conditions of Section 3.12 hereof.

Section 3.4. [Reserved].

Section 3.5. Indemnity. The Borrower will pay, and protect, indemnify and save the Issuer (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders, the Trustee and the Paying Agent harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer, the Trustee and the Paying Agent), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

(a) Violation of any agreement or condition of this 2024C Loan Agreement or the 2024C Indenture, except by the Issuer or the Trustee;

(b) Violation of any contract, agreement or restriction by the Borrower relating to the Project, or a part thereof;

(c) Violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Project, or a part thereof;

(d) Any act, failure to act, or misrepresentation by the Borrower, or any of the Borrower's agents, contractors, servants, employees or licensees;

(e) The provision of any information or certification furnished by the Borrower in connection with the issuance and sale of the Series 2024C Bonds and the Project;

(f) As a result of the Trustee and Paying Agent's acceptance of or arising from the performance of its duties hereunder or under the 2024C Indenture.

The foregoing indemnification shall survive the removal or resignation of the Trustee and Paying Agent or the termination and discharge of the 2024C Indenture.

The foregoing shall not be construed to prohibit the Borrower from pursuing its remedies against either the Issuer or the Trustee for damages to the Borrower resulting from personal injury or property damage caused by the intentional misrepresentation or willful misconduct of either the Issuer or the Trustee.

Section 3.6. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.7. Payment of Reasonable Expenses of Issuance of Series 2024C Bonds. So long as they are reasonable, the Borrower agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, commitment fees, legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 2024C Bonds; provided, however, that the Borrower may, without creating a default under the 2024C Loan Agreement, contest in good faith the reasonableness of any such fees, charges or expenses. Pursuant to Section 4.2 of the 2024C Indenture, the Issuer has authorized the use of certain proceeds of the Series 2024C Bonds to defray the Borrower's obligations under this Section.

Section 3.8. Funding of 2024C Indenture Funds; Investments. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 2024C Bonds in the manner specified in Article 3.1 of the 2024C Indenture, and the Trustee shall deposit such proceeds in the manner specified in Article 3.1 of the 2024C Indenture.

The Borrower and the Issuer agree that all moneys in any Fund established by the 2024C Indenture may, at the written direction of the Borrower, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the 2024C Indenture.

Section 3.9. Other Amounts Payable by the Borrower. The Borrower covenants and agrees to pay the following:

(a) To the extent Pledged TIF Revenues are not then available, all reasonable fees, charges and expenses, including reasonable agent and counsel fees and expenses, of the Trustee incurred under the 2024C Indenture, as and when the same become due.

(b) To the extent Pledged TIF Revenues are not then available, all reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Series 2024C Bonds as the same become due and payable, including all reasonable costs and expenses in connection with the call, redemption, and payment of Series 2024C Bonds.

(c) To the extent Pledged TIF Revenues are not then available, an amount sufficient to reimburse the Issuer for all reasonable expenses incurred by the Issuer under this 2024C Loan Agreement and in connection with the performance of its obligations under this 2024C Loan Agreement or the 2024C Indenture.

(d) All reasonable expenses incurred in connection with the enforcement of any rights under this 2024C Loan Agreement or the 2024C Indenture by the Issuer, the Trustee or the Bondholders.

(e) To the extent Pledged TIF Revenues are not then available (and to the extent such payments may be lawfully made from the Pledged TIF Revenues), all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the 2024C Loan Agreement.

Notwithstanding anything in this Section 3.9 to the contrary, the Borrower may, without creating an event of default as herein defined, after making the payments required by this Section 3.9, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee or the Bondholders.

Section 3.10. Credits on Notes. Notwithstanding any provision contained in this 2024C Loan Agreement or in the 2024C Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV with respect to partial prepayment of the Note, any moneys deposited by the Trustee in the 2024C Bond Fund for payment on the 2024C Bonds (including without limitation [any Bond proceeds to be used for Capitalized Interest Costs and] any Pledged TIF Revenues) shall be credited against the obligation of the Borrower to pay the principal, premium, if any, and interest on the Notes as the same become due; and

(b) the principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in connection with any mandatory sinking fund payment for any series of Bonds subject to a mandatory sinking fund requirement.

Section 3.11. Completion of Project. (a) Borrower agrees that it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law, by not later than _________ ___, 202__.

(b) Upon its determination that the Project has been completed, the Borrower shall deliver to the Trustee, the Bondholders, and the Issuer by a certificate signed by an authorized representative of Borrower stating that, except for amounts retained by Trustee at Borrower's direction for any Costs of Construction not then due and payable or being contested in good faith, (i) the construction of the Project has been completed and any and all labor, services, materials and supplies used in such construction have been paid for, (ii) all other items necessary in connection with the Project have been constructed and all costs and expenses incurred in connection therewith have been paid, and (iii) the Project meets the required standards set forth in Exhibit A-2 (such certificate, the "Certificate of Completion"). Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

(c) Upon receipt of the Certificate of Completion, the Issuer shall determine in its reasonable discretion whether or not the Project has been completed in accordance with the required standards set forth on Exhibit A-2. If the Issuer determines that the Project has been completed in the accordance with the required standards set forth in Exhibit A-2, the Issuer shall approve the Certificate of Completion and deliver such approved Certificate of Completion to the Trustee.

(d) Upon receipt of the Certificate of Completion approved by the Issuer, the Trustee shall in accordance with Section 4.5 of the 2024C Indenture deem the Borrower to have purchased all of the 2024C Bonds if any principal amount of the 2024C Bonds remain unpurchased at the time the Trustee receives the Certificate of Completion.

. The Borrower Agrees to perform all material matters provided by the Project Agreement to be performed by the Borrower and to comply with all material provisions of the Project Agreement applicable to the Borrower, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Project Agreement to be an event of default by the Borrower or, with the passage of time or the giving of notice, or both would constitute an event of default on the part of the Borrower, under the Project Agreement. The Borrower hereby reconfirms all of the Borrower's covenants in the Project Agreement.

(End of Article III)

ARTICLE IV.

DEEMED PURCHASE OF SERIES 2024C BONDS

Section 4.1. Deemed Purchase of the Series 2024C Bonds. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024C Bonds and the Bond Purchaser shall be deemed to have purchased the Series 2024C Bonds in the same principal amount as the Cost of Construction of the Project, including Bond Issuance Costs, which the Trustee shall record upon receipt by the Trustee of the written request approved by the Borrower and signed by the Authorized Representative of the Issuer in substantially the form of Exhibit B of the Indenture.

Section 4.2. Pledged TIF Revenues. The Issuer covenants that, to the extent collected, it will pay the Pledged TIF Revenues to the Trustee as provided in Section 4.7 of the Indenture, provided that the Issuer shall have no other obligation with respect to the payment of the Series 2024C Bonds. Prepayment. The Series 2024C Note may be prepaid, in whole or in part, on any date at the principal amount thereof and without premium, plus in each case accrued interest to the date fixed for redemption.

To exercise such option to prepay the Series 2024C Note, in whole or in part, the Borrower must cause funds to be deposited with the Trustee to pay the principal of, premium, if any, and accrued interest on the portion of the Series 2024C Note to be prepaid and the corollary redemption of the Series 2024C Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 2024C Bonds shall be credited against the installment or installments of principal due on the Series 2024C Note corresponding to the maturity of the Series 2024C Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 2024C Note obligation with respect thereto in the sequence in which such mandatory sinking fund obligation becomes due.

Section 4.4. Mandatory Prepayment Upon Cancellation of Bonds. Redemption of Bonds with proceeds derived under Section 3.10 hereof shall be deemed prepayment of the Notes in the same amount as the amount of Bonds redeemed.

Section 4.5. Notice of Prepayment. The Borrower shall give the Trustee not less than five (5) days prior written notice of any prepayment of the Series 2024C Note pursuant to Sections 4.3 hereof, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 2024C Bonds in the amounts corresponding to the Series 2024C Note to be prepaid.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) failure of the Borrower to pay any installment of interest, principal, or any premiums, on any Note when the same shall become due and payable, whether at maturity or upon any date fixed for prepayment or by acceleration or otherwise, unless the Requisite Bondholders shall have consented thereto;

(ii) failure of the Borrower to observe and perform any other covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to the Borrower, unless the Requisite Bondholders shall have consented thereto;

(iii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for thirty days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iv) the commencement by the Borrower of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing; or

(v) Any event of default under Section 7.1 of the 2024C Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the 2024C Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes, this 2024C Loan Agreement or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

(ii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this 2024C Loan Agreement, the Borrower will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower.

Section 5.2. Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and interest and other amounts upon demand, the Trustee, in its own name, may institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this 2024C Loan Agreement; and the right of the Trustee, to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this 2024C Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee as follows:

FIRST: to the payment of all reasonable advances by the Issuer or by the Trustee with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements.

SECOND: to the payment of the amounts then due and unpaid upon the Notes in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Notes, upon presentation of the Notes and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every 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. *Notwithstanding anything in this 2024C Loan Agreement to the contrary, the Requisite Bondholders shall control the declaration or waiver of events of default under Section 5.1, and may exercise, and shall control the exercise of, all remedies under this 2024C Loan Agreement, including those set forth in Sections 5.1 and 5.2.*

Section 5.4. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this 2024C Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this 2024C Loan Agreement; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this 2024C Loan Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this 2024C Loan Agreement or the 2024C Indenture shall be deemed to be a covenant or agreement of any member of the Issuer, the Commission, or the Redevelopment Commission or of any officer or employee of the Issuer, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Commission, the Redevelopment Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS 2024C LOAN AGREEMENT

Section 7.1. Supplements and Amendments to this 2024C Loan Agreement. Subject to the provisions of Article X of the 2024C Indenture, the Borrower and the Issuer may from time to time enter into such supplements and amendments to this 2024C Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to the Trustee for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the 2024C Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this 2024C Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this 2024C Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. 2024C Loan Agreement for Benefit of Parties Hereto. Nothing in this 2024C Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, and the holder of the Notes, any right, remedy or claim under or by reason of this 2024C Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this 2024C Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Notes.

Section 9.2. Severability. In case any one or more of the provisions contained in this 2024C Loan Agreement or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this 2024C Loan Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this 2024C Loan Agreement and the Notes inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024C Loan Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Fishers, Indiana
One Municipal Drive
Fishers, Indiana 46038

To the Borrower:	CityView Fishers, LLC c/o CRG Residential 805 City Center Drive, Suite 160 Carmel, Indiana 46032 Phone: (317) 575-9400 e-mail: gchapman@crgresidential.com Attn: Grant Chapman, Dir. of Legal & Partnerships
To the Trustee:	______________________________ ______________________________ ______________________________

Section 9.5. Successors and Assigns. Whenever in this 2024C Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this 2024C Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Borrower may not assign its rights or obligations under this 2024C Loan Agreement without the consent of the Issuer and the Bondholders, which may be withheld in their absolute discretion, except in compliance with Section 3.3 of this 2024C Loan Agreement.

Section 9.6. Counterparts. This 2024C Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this 2024C Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this 2024C Loan Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

Section 9.8. 2024C Indenture Provisions. The 2024C Indenture provisions concerning the Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Issuer to the Borrower pursuant to this 2024C Loan Agreement and the execution of this 2024C Loan Agreement shall constitute conclusive evidence of approval of the 2024C Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the 2024C Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the 2024C Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the 2024C Indenture as fully as if the Borrower were a party to the 2024C Indenture.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this 2024C Loan Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

CITY OF FISHERS, INDIANA

By: ______________________________
Mayor

Attest:

____
Controller

EXHIBIT A-1

PROJECT

The Project consists of the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, including the costs of issuance of or other financing costs related to the Bonds. The Project shall conform to the parameters, requirements and descriptions thereof set forth in the Project Agreement.

EXHIBIT B

____

NOTE, SERIES 2024C

FOR VALUE RECEIVED, the undersigned, ____________________ ("Borrower"), a _________________ organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of Fishers, Indiana ("Issuer"), in immediately available funds, the principal sum of $__________ and interest thereon, during the term of the 2024C Loan Agreement (the "2024C Loan Agreement") dated as of ___________________, 2024 between Issuer and Borrower, commencing one business day prior to _______________, and on one business day prior to each February 1 and August 1 thereafter, a sum which will equal the principal and interest which will become due on the next day on the Series 2024C Bonds (as hereinafter defined), all subject to the credits described in the 2024C Loan Agreement and to the presence of other available money for such installment in the 2024C Bond Fund under the 2024C Trust Indenture (including without limitation any Pledged TIF Revenues) dated as of ______________ 1, 2024 between the Issuer and _______________________________________, as Trustee (the "Trustee").

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue)" (the "Series 2024C Bonds"). All of the terms, conditions and provisions of the 2024C Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the 2024C Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by Issuer under the 2024C Loan Agreement or under any other agreement between Borrower and Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason. Notwithstanding the foregoing, the Pledged TIF Revenues are intended to be credited against and serve to reduce the Borrower's obligations to make payments under this Note, all as more fully provided in the 2024C Loan Agreement and such Trust 2024C Indenture.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the 2024C Loan Agreement.

In certain events and in the manner set forth in the 2024C Loan Agreement, the entire principal amount of this Note and the interest accrued thereon may be declared to be due and payable. In certain events and in the manner set forth in the 2024C Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys fees and costs of collection and without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the 2024C Loan Agreement shall have the meanings assigned to them in the 2024C Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of __________________, 2024.

Issue Date: ______________________

____

____

ENDORSEMENT

Pay, without recourse, to ____, as Trustee under the Trust Indenture dated as of _____________1, 2024, from the undersigned.

CITY OF FISHERS, INDIANA

By: ________________________________
Mayor

(SEAL)

Attest:

____
Controller

DMS 23889754.1

ORDINANCE NO. 041524

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, AUTHORIZING THE ISSUANCE OF THE CITY OF FISHERS, INDIANA TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2024C (CITYVIEW TAX INCREMENT REVENUE) AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Fishers, Indiana (the "City"), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the "Act"), is authorized and empowered to adopt this ordinance (this "Bond Ordinance") and to carry out its provisions; and

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission") has previously created the Consolidated Fishers/I-69 Economic Development Area (the "Economic Development Area"), has designated or will designate a portion of the area as the CityView Allocation Area (the "Allocation Area") for purposes of the allocation and distribution of property taxes under IC 36-7-14-39, and has created or will create the CityView Allocation Area Allocation Fund (the "Allocation Fund"), pursuant to IC 36-7-14-39; and

WHEREAS, the City, the Commission, the City of Fishers, Indiana Economic Development Commission (the "EDC"), and CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC) (together with any affiliate(s) thereof, the "Developer"), entered into a Project Agreement, dated July 12, 2023 (the "Project Agreement"), pursuant to which the Developer committed to the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project") within the Economic Development Area and Allocation Area;

WHEREAS, pursuant to the Project Agreement, it is proposed that the City issue its Taxable Economic Development Revenue Bonds, Series 2024C (CityView Tax Increment Revenue) in an amount not to exceed Nine Million Dollars ($9,000,000) (the "2024C Bonds") under the Act and provide the proceeds of such 2024C Bonds to the Developer to finance the costs of certain infrastructure, property acquisition, and other improvements and costs of the Developer to support and related to the Developer's construction of the Project, as further described in the Project Agreement; and

WHEREAS, the completion of the Project results in the diversification of industry and the creation of jobs and business opportunities in the City; and

WHEREAS, pursuant to I.C. § 36-7-12-24, the EDC published notice of a public hearing (the "Public Hearing") on the proposed issuance of the 2024C Bonds to finance the Project; and

WHEREAS, on the date specified in the notice of the Public Hearing, the EDC held the Public Hearing on the Project and received uncontroverted evidence that the Project will have no adverse competitive effect on similar facilities already constructed or operating in the City; and

WHEREAS, the Commission and EDC have performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of: (1) Loan or Financing Agreement, between the Developer and the City (the "2024C Developer Agreement"); (2) a Trust Indenture governing the issuance of the Bonds (the "2024C Trust Indenture"), between the City and a trustee to be selected by the Controller of the City; (3) the 2024C Bonds; and (4) this Bond Ordinance (the 2024C Developer Agreement, the 2024C Trust Indenture, the 2024C Bonds, and this Bond Ordinance, collectively, the "2024C Financing Agreements").

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, THAT:

1. <u>Findings; Public Benefits</u>. The Common Council hereby finds and determines that the Project involves the acquisition, construction and equipping of an "economic development facility" as that phrase is used in the Act; that the Project will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, intending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of the Project by the issuance of the 2024C Bonds under the Act: (a) will be of benefit to the health and general welfare of the City; and (b) complies with the Act.

2. <u>Approval of Financing</u>. The proposed financing of the Project, including capitalized interest on the 2024C Bonds, if any, and costs of issuance of the 2024C Bonds, by the issuance of the 2024C Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

3. <u>Authorization of the Bonds</u>. The issuance of the 2024C Bonds, payable solely from revenues and receipts derived from the 2024C Financing Agreements, is hereby authorized.

4. <u>Terms of the 2024C Bonds</u>. (a) The 2024C Bonds, in one or more series, in the aggregate principal amount not to exceed Nine Million Dollars ($9,000,000) shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Controller of the City; (ii) be dated as of the date of their delivery or the first day of the month of the date of the issuance of the 2024C Bonds; (iii) mature on a date not later than twenty-five years after the date of issuance of the 2024C Bonds; (iv) bear interest at a rate not to exceed eight percent (8.0%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the 2024C Financing Agreements; (v) be issuable in such denominations as set forth in the 2024C Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the 2024C Trust

Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the trustee as provided in the 2024C Trust Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the 2024C Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the 2024C Financing Agreements.

(b) The principal of the 2024C Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the 2024C Financing Agreements, including all real property tax increment revenues generated from the Allocation Area and deposited in the Allocation Fund pursuant to IC 36-7-14-39 pursuant to the terms of the pledge of such revenues to the 2024C Bonds by the Redevelopment Commission. Forms of the 2024C Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Controller of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

5. Sale of the 2024C Bonds. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the 2024C Bonds to the Developer or an affiliate of the Developer (the "Purchaser") at such prices and on such terms as may be determined at the time of sale and approved by the Mayor and the Controller of the City. The Mayor and the Controller of the City are hereby authorized to approve and execute a bond purchase agreement for the 2024C Bonds with the Purchaser, in a form approved by such officers, such approval to be conclusively evidenced by the execution thereof.

6. Execution and Delivery of 2024C Financing Agreements. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the 2024C Bonds and each of the 2024C Financing Agreements, submitted to the Common Council, which are hereby approved in all respects.

7. Changes in 2024C Financing Agreements. The Mayor and the Controller of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the 2024C Financing Agreements as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof. The Mayor and the Controller of the City are hereby authorized and directed, to select a financial institution to serve as the Trustee.

8. Public Approval. The Common Council hereby approves the issue of the 2024C Bonds and the Project to be financed by the 2024C Bonds, which facilities are described in the published notice of the Public Hearing.

9. General. The Mayor and the Controller of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance

and sale of the 2024C Bonds, and the securing of the 2024C Bonds under the 2024C Financing Agreements, including, but not limited to, such agreements, documents and instruments as are contemplated under the Project Agreement, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

10. Binding Effect. The provisions of this Bond Ordinance and the 2024C Financing Agreements shall constitute a binding contract between the City and the holders of the 2024C Bonds, and after issuance of the 2024C Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the 2024C Bonds as long as the 2024C Bonds or interest thereon remains unpaid.

11. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

12. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

13. Copies of 2024C Financing Agreements on File. Two copies of the 2024C Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. § 36-1-5-4.

ALL OF WHICH IS SO ORDAINED by the Common Council of the City of Fishers on this _____ day of ____________, 2024.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of __________________2024, at ____________p.m.

ATTEST: ___________________________________
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

___________________________ ______________________________
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

______________________________ ______________________________
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204.

"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." /s/ Richard J. Hall.

LOAN AGREEMENT

BETWEEN

FISHERS TOWN HALL BUILDING CORPORATION

AND

CITY OF FISHERS, INDIANA

Dated as of _________ ___, 2024

Certain of the rights of the Issuer hereunder have been assigned to _______________, as Trustee under a Trust Indenture dated as of the date hereof, from the Issuer.

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LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of ________ __, 2024 (the "2024D Loan Agreement") between FISHERS TOWN HALL BUILDING CORPORATION, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana (the "Borrower"), and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "Issuer").

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom to an individual or an entity for the purpose of financing costs of construction of economic development facilities, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, to foster economic development, the Issuer and the Borrower desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project") to be constructed in accordance with the Project Agreement, among CityView Fishers, LLC (and any affiliate of such entity, the "Developer"), the Issuer, the Borrower, the Fishers Redevelopment Commission (the "Redevelopment Commission"), and the Fishers Economic Development Commission (the "Commission"), dated as of July 13, 2023 (the "Project Agreement"); and

WHEREAS, pursuant to the Project Agreement, the Issuer has agreed to issue bonds to finance the costs of the construction of a portion of the Project and related improvements; and

WHEREAS, the Issuer, upon finding that the Project and the proposed financing of portions thereof will create additional employment opportunities in the Issuer; will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana, and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing of the Project; and

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Revenue Bonds, Series 2024D (CityView Additional) in the aggregate principal amount of $_________ (the "Series 2024D Bonds") pursuant to the Indenture, between the Issuer and __________________, as trustee (the "Trustee"), dated ________ ___, 2024 (the "2024D Indenture"), and to lend the proceeds of the Series 2024D Bonds pursuant to the provisions of this 2024D Loan Agreement for the purpose of paying certain costs of the Project, and a reserve fund; and

WHEREAS, this 2024D Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2024D Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2024D (the "Series 2024D Note") in substantially the form attached hereto as Exhibit A;

WHEREAS, pursuant to the 2024D Indenture, the Issuer will pledge and assign the Series 2024D Note and assign certain of its rights under this 2024D Loan Agreement to the Trustee as security for the Series 2024D Bonds;

WHEREAS, the Bonds issued under the 2024D Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Series 2024D Note and any other Notes issued hereunder (collectively, the "Notes"); (ii) Bond proceeds, or (iii) investment earnings on each of the foregoing funds;

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into a Public Lease, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, dated as of ________ ___, 2024, as amended, with respect to the portion of with respect to all or a portion of ______________________, including related improvements and fixtures located thereon, in the Issuer (the "Public Lease"); and

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into a Garage Lease, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, dated as of ________ ___, 2024, as amended, with respect to certain real estate within the Issuer and a parking garage and related improvements to be constructed thereon (the "Garage Lease" and collectively with the Public Lease, the "Leases")

WHEREAS, pursuant to such IC 36-7-14-25.5, the lease rentals under the Leases are payable Special Tax Revenues (as defined herein), or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission, including from the TIF Revenues (as defined herein); and

WHEREAS, the Notes issued under this 2024D Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Leases (the "Lease Rentals").

PRELIMINARY STATEMENT AND GRANTING CLAUSES

In consideration of the premises, the loan of the proceeds of the Series 2024D Bonds to be made by the Issuer, the acceptance of the Series 2024D Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this 2024D Loan Agreement.

This 2024D Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this 2024D Loan Agreement to be kept, performed and observed by the Borrower, then this 2024D Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

In consideration of the premises, the loan of the proceeds of the Series 2024D Bonds to be made by the Issuer, the acceptance of the Series 2024D Note by the Issuer, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Notes and the performance of all the covenants of the Borrower contained herein, the Borrower has executed and delivered this 2024D Loan Agreement and by these presents does assign, grant, mortgage and warrant, and grant a security interest in, to the Issuer and its successors and assigns forever, all of the following described property:

(i) All moneys and securities from time to time held by the Issuer or the Trustee under the terms of this 2024D Loan Agreement or the 2024D Indenture; and

(ii) All right, title and interest of the Borrower in the Leases, including the Lease Rentals; and

(iii) All other properties and moneys hereafter pledged to the Trustee by the Borrower to the extent of that pledge.

TO HAVE AND TO HOLD all and singular, the above described property (the "Security"), whether now owned or hereafter acquired, unto the Issuer, its successors and assigns forever; provided, however, that this 2024D Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this 2024D Loan Agreement to be kept, performed and observed by the Borrower, then this 2024D Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the Issuer hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this 2024D Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

“Act” means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

“Additional Bonds” means the additional bonds authorized to be issued by the Issuer pursuant to Section 2.8 of the 2024D Indenture and any bonds issued in substitution or replacement therefor.

"Annual Fees" means the annual fees charged by the Trustee for services provided as the trustee and paying agent under the 2024D Indenture.

"Authorized Borrower Representative" means the Mayor or the Controller of the Issuer, or such other individuals designated by a resolution of the Borrower.

"Bond Counsel" means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bonds" means the Series 2024D Bonds, the Additional Bonds and any other bonds issued under the 2024D Indenture.

"Borrower" means Fishers Town Hall Building Corporation, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, and its successors or assigns hereunder.

"Commission" means the City of Fishers Economic Development Commission.

"Construction Fund" means the Construction Fund established in Section 4.3 of the 2024D Indenture.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Borrower.

["Credit Facility" means any letter of credit, revolving credit agreement, surety bond, reserve fund surety policy, insurance policy or other similar credit or liquidity agreement or instrument.]

["Credit Provider" means the issuer of any Credit Facility and its successor in such capacity and their assigns, as provided in the 2024D Indenture.]

"Developer" means CityView Fishers, LLC and any affiliates or successors and assigns of such entity under the Project Agreement.

"Financed Project Costs" shall have the meaning assigned in the 2024D Indenture.

"Garage Lease" means the Garage Lease, dated as of ________ ___, 2024, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Garage Leased Premises" means the Garage Leased Premises as such term is defined in the Garage Lease.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's Investors Service ("Moody's"), Standard & Poors Rating Group ("S&P") or Fitch Ratings ("Fitch") and (ii) in the event that any bonds are defeased with such obligations in whole or in part those Bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch.

"Issuer" means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State or any successor to its rights and obligations under this 2024D Loan Agreement.

"Leases" means collectively, the Garage Lease and the Public Lease

"Lease Rentals" means Lease Rentals made by the Redevelopment Commission as a lessee under the Leases.

"Leased Premises" means collectively, the Garage Leased Premises and the Public Leased Premises.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 2024D Bonds.

"Note" or "Notes" means the Series 2024D Note, and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

"Outstanding," with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the 2024D Indenture and with reference to Notes, means all notes theretofore issued and not yet paid and discharged under the terms of this 2024D Loan Agreement.

"Project" means certain economic development facilities, consisting of the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, as further described in the Project Agreement.

"Project Agreement" means the Project Agreement, among the Developer, the Issuer, the Borrower, the Redevelopment Commission, and the Commission, dated as of July 13, 2023, and all supplements or amendments thereto.

"Public Lease" means the Public Lease, dated as of ________ ___, 2024, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Public Leased Premises" means the Public Leased Premises as such term is defined in the Public Lease.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation and for any amounts above the insurance limits of the Federal Deposit Insurance Corporation, are collateralized by obligations described in (i) hereof; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest category by Moody's or S&P, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's or S&P, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the Fishers Redevelopment Commission.

["Reserve Fund Reimbursement Obligation" shall mean any obligation to reimburse the Credit Provider of any Series 2024D Reserve Fund Credit Facility for any payment made under such Series 2024D Reserve Fund Credit Facility or any other obligation to repay any amounts (including, but not limited to, fees or additional interest) owing to the Credit Provider.]

["Series 2024D Debt Service Reserve Fund" means the fund established by the Issuer as set forth in Section 4.4 of the 2024D Indenture.]

[“Series 2024D Debt Service Reserve Requirement” means an amount equal to the maximum annual debt service on the Series 2024D Bonds, in the amount of $________].

“Series 2024D Bonds” means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Additional).

[“Series 2024D Reserve Fund Credit Facility” means any Credit Facility issued or provided by a Credit Provider, (i) which may be deposited in the Series 2024D Debt Service Reserve Fund in lieu of or in partial substitution for cash or Qualified Investments to be on deposit therein, and (ii) which shall be payable (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from such reserve account in which such Credit Facility is deposited and applied to the payment of the principal of or interest on the Series 2024D Bonds to which such Credit Facility relates.]

“Special Tax Revenues” means revenues received from a special tax levied and collected by the Redevelopment Commission on all taxable property within the geographical boundaries of the City of Fishers Redevelopment District pursuant to Indiana Code 36-7-14-27.

“TIF Revenues” means the revenues received by the Redevelopment Commission pursuant to Indiana Code 36-7-14-39 from the CityView Allocation Area, the Downtown Allocation Area, the Allisonville Corridor Allocation Area, the 116th Street Allocation Area, the Fishers Tech Park Allocation Area, the Sun King Allocation Area, the 126th & Cumberland Allocation Area, the River Place Allocation Area, the District South Allocation Area, and the Britton Park Allocation Area each of which are within the Consolidated Fishers/I-69 Economic Development Area.

“Trustee” means the trustee and/or co-trustee at the time serving as such under the 2024D Indenture, and shall initially mean ______________________, with a designated corporate trust office in Indianapolis, Indiana.

“2024D Bond Fund” means the Bond Fund established by Section 4.2 of the 2024D Indenture.

“2024D Indenture” means the Trust Indenture dated as of ________ 1, 2024, between the Issuer and the Trustee and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024D Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) “This 2024D Loan Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this 2024D Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the 2024D Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024D Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibit. The following Exhibit is attached to and by reference made a part of this 2024D Loan Agreement.

Exhibit A. Form of Series 2024D Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 2024D BOND PROCEEDS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) Issuer is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this 2024D Loan Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this 2024D Loan Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Issuer agrees to provide funds from the issuance of the Series 2024D Bonds to loan to the Borrower for financing of the Financed Project Costs for the benefit of the holders of the Bonds, to create additional employment opportunities in the Issuer and to benefit the health, safety, morals and general welfare of the citizens of the Issuer and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this 2024D Loan Agreement and the Series 2024D Note to the Trustee.

(c) The Issuer represents that the Lease Rentals under the Leases are payable from the Special Tax Revenues, or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission, including the TIF Revenues.

(d) The Issuer represents that the Series 2024D Note will be assigned to the Trustee pursuant to the 2024D Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 2024D Note has not been registered under the Securities Act of 1933.

Section 2.2. Representations by Borrower. Borrower represents and warrants that:

(a) The Borrower is a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this 2024D Loan Agreement and the Series 2024D Note, has full power to enter into and perform its obligations under this Agreement and the Series 2024D Note, and by proper action has duly authorized the execution and delivery of this 2024D Loan Agreement and the issuance of the Series 2024D Note.

(b) All of the proceeds from the Series 2024D Bonds (including any income earned on the investment of such proceeds) will be used for Financed Project Costs.

(c) Pursuant to the terms of the Project Agreement, the Project will be operated as an economic development facility under the Act, until the expiration or termination of this 2024D Loan Agreement.

(d) Neither the execution and delivery of this 2024D Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2024D Note nor the fulfillment of or compliance with the terms and conditions of this 2024D Loan Agreement, will contravene the Borrower's articles of incorporation or bylaws or any law or any governmental rule, regulation or order currently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this 2024D Loan Agreement and the Series 2024D Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This 2024D Loan Agreement and the Series 2024D Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this 2024D Loan Agreement or the Series 2024D Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this 2024D Loan Agreement or the Series 2024D Note.

Section 2.3. Loan of Series 2024D Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024D Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 of the 2024D Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 2024D Note substantially in the form attached hereto as Exhibit A.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Series 2024D Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the 2024D Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.2, 3.6 and 3.8 hereof, and to execute and deliver supplements and amendments to this 2024D Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Notes and this 2024D Loan Agreement, according to the true intent and meaning thereof and hereof as follows: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the 2024D Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the 2024D Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the 2024D Bond Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption, or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the 2024D Indenture; provided however, notwithstanding any other provision in this 2024D Loan Agreement, the Borrower's obligation to make payments on the Notes shall be payable solely from the Lease Rentals received by the Borrower under the Leases. Section 4.4 of the 2024D Indenture provides that the Issuer shall deposit in the 2024D Bond Fund on or before each January 15 and July 15, beginning on ________15, 202__, the Lease Rentals assigned to the Trustee pursuant to this 2024D Loan Agreement, for the payment of the Series 2024D Bonds. Such transfers shall be a credit against and serve to reduce the Borrower's obligations to make payments under the Notes and this 2024D Loan Agreement.

(b) The Borrower also agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all fees and charges of the Trustee incurred under the 2024D Indenture, including Annual Fees, as and when the same become due; (ii) all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Bonds; (iii) all expenses incurred in connection with the enforcement of any rights under the 2024D Loan Agreement or the 2024D Indenture by the Issuer, the Trustee or the Bondholders; and (iv) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this 2024D Loan Agreement; provided, however, that the Borrower may, without creating a default under this 2024D Loan Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments required to be made by Borrower pursuant hereto and to the Notes shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising.

(d) It is understood and agreed that all payments made by Borrower pursuant to this Section 3.2 and the Notes are pledged to Trustee pursuant to the granting clauses of the 2024D Indenture. Borrower assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer or Trustee of any obligation to Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to Borrower by Issuer. Issuer hereby directs Borrower and Borrower hereby agrees to pay to the Paying Agent at its principal office all amounts payable by Borrower pursuant to this Section 3.2 and the Notes.

(e) Notwithstanding any provision to the contrary in the 2024D Loan Agreement, any and all obligations of the Borrower to make payments on the Notes or under this 2024D Loan Agreement shall be payable solely from the Lease Rentals received by the Borrower pursuant to the terms of the Leases.

Section 3.3. Insurance. The Borrower covenants that it will maintain, or cause to maintained pursuant to the terms of the Leases, combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars ($1,000,000) on account of each occurrence with one or more good and responsible insurance companies.

Such insurance policies shall be maintained in good and responsible commercial insurance companies, and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana (notwithstanding anything contained herein or in the Leases, the Trustee shall not be required to ascertain residency of any insurance agent), and shall be for the benefit, as their interests shall appear, of the Trustee, the Borrower and other persons having an insurable interest in the insured property. The policies described in this Sections 3.3 shall clearly indicate that any proceeds under the policies relative to the Leased Premises shall be payable to the Trustee, and the Trustee is hereby authorized to demand, collect and receipt for and recover any and all insurance moneys which may become due and payable under any of said policies of insurance and to prosecute all necessary actions in the courts to recover any such insurance moneys; provided, however, that the Trustee may require, as a condition of demanding, collecting, receiving and recovering any insurance moneys or presenting such actions, full indemnification against the expense thereof and payment of the means therefor.

Section 3.4. Reconstruction or Substitution of Leased Premises.

If all or a portion of the Leased Premises shall be subject to condemnation, the Borrower shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Leases.

Section 3.5. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.6. Payment of Reasonable Expenses of Issuance of Series 2024D Bonds. Pursuant to Section 4.3(c) of the 2024D Indenture, a portion of the proceeds of the Series 2024D Bonds will be used to pay fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Borrower, the Redevelopment Commission, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 2024D Bonds.

Section 3.7. Funding of Indenture Funds; Investments. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 2024D Bonds in the manner specified in Section 3.1 of the 2024D Indenture, and the Trustee shall deposit such proceeds in the manner specified in Section 3.1 of the 2024D Indenture. The Borrower and the Issuer agree that all moneys in any Fund established by the 2024D Indenture may, at the written direction of the Borrower, be invested in Qualified Investments. The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the 2024D Indenture.

Section 3.8. Other Amounts Payable by the Borrower. To the extent the Borrower receives Lease Rentals under the Leases, the Borrower covenants and agrees to pay the following:

(a) All fees, charges and expenses, including Annual Fees and reasonable agent and counsel fees and expenses, of the Trustee incurred under the 2024D Indenture, as and when the same become due.

(b) All costs incident to the payment of the principal of, premium, if any, and interest on the Series 2024D Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Series 2024D Bonds.

(c) [An amount sufficient to restore the Series 2024D Debt Service Reserve Fund and to satisfy any Reserve Fund Reimbursement Obligation for all draws under the Series 2024D Reserve Fund Credit Facility, in accordance with Section 4.4 of the 2024D Indenture.]

(d) An amount sufficient to reimburse the Issuer for all expenses incurred by the Issuer under this 2024D Loan Agreement and in connection with the performance of its obligations under this 2024D Loan Agreement or the 2024D Indenture.

(e) All reasonable expenses incurred in connection with the enforcement of any rights under this 2024D Loan Agreement or the 2024D Indenture by the Issuer, the Trustee or the Bondholders.

(f) All other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the 2024D Loan Agreement.

Section 3.9. Credits on Notes. Notwithstanding any provision contained in this 2024D Loan Agreement or in the 2024D Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV with respect to partial prepayment of the Note, any moneys deposited by the Trustee in the 2024D Bond Fund for payment on the Bonds (including without limitation any Lease Rentals) shall be credited against the obligation of the Borrower to pay the principal, premium, if any, and interest on the Notes as the same become due; and

(b) The principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in connection with any mandatory sinking fund payment for any series of Bonds subject to a mandatory sinking fund requirement.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF SERIES 2024D NOTE; INSURANCE

Section 4.1. Optional Prepayment. The Series 2024D Note may be prepaid, in whole or in part, without premium, plus in each case accrued interest to the date fixed for redemption, on such dates and in such amounts as correspond to the optional redemption of the Series 2024D Bonds pursuant to Section 5.1(a) of the 2024D Indenture.

To exercise such option to prepay the Series 2024D Note, in whole or in part, the Borrower must deposit or cause funds to be deposited with the Trustee sufficient to pay the principal of, premium, if any, and accrued interest on the portion of the Series 2024D Note to be prepaid and the corollary redemption of the Series 2024D Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 2024D Bonds shall be credited against the installment or installments of principal due on the Series 2024D Note corresponding to the maturity of the Series 2024D Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 2024D Note obligation with respect thereto.

The Borrower shall give the Trustee not less than forty-five (45) days prior written notice of any prepayment of the Series 2024D Note pursuant to this Section 4.1, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 2024D Bonds in the amounts corresponding to the Series 2024D Note to be prepaid.

Section 4.2. Mandatory Prepayment Upon Extraordinary Mandatory Redemption. In the event the Trustee calls the Series 2024D Bonds for extraordinary mandatory redemption pursuant to Section 5.1(b) of the 2024D Indenture, the Borrower shall deliver to the Trustee any condemnation proceeds related to the condemnation of all or any portion of the Leased Premises. The extraordinary mandatory redemption of Series 2024D Bonds with such proceeds shall be deemed prepayment of the Notes in the same amount as Series 2024D Bonds redeemed.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) failure of the Borrower to make any payment required to be made by it under Section 3.2 hereof, within ten (10) days after the noticed due date;

(ii) failure of the Borrower to deliver to the Trustee, or cause to be delivered on its behalf, the moneys needed to redeem any outstanding Bonds in the manner and upon the date as provided in Article IV of this Agreement;

(iii) failure of the Borrower to observe and perform any other agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of 30 days after notice thereof shall have been given to the Borrower by the Issuer or the Trustee, or for such longer period as the Issuer may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion;

(iv) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs and the same is not dismissed within sixty (60) days after entry; or the filing and pendency for sixty (60) days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(v) the commencement by the Borrower of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing; or

(vi) Any event of default under Section 7.1 of the 2024D Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the 2024D Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Acceleration. If acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.2 of the 2024D Indenture, the Trustee, upon receipt of indemnity satisfactory to the Trustee, shall declare all Loan Payments to be immediately due and payable, whereupon the same shall become immediately due and payable. Notwithstanding anything in the Notes, the 2024D Indenture, or this 2024D Loan Agreement to the contrary, the Redevelopment Commission's obligation to pay Lease Rentals shall not be subject to acceleration.

(ii) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may in its discretion, upon receipt of indemnity satisfactory to the Trustee, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes, this 2024D Loan Agreement or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

(iii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this 2024D Loan Agreement, the Borrower will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower. In addition, if the acceleration of the maturity of the Bonds will have been annulled and rescinded in accordance with the provisions of the 2024D Indenture, then the acceleration of all loan payments and any other outstanding indebtedness under this 2024D Loan Agreement will likewise be annulled and rescinded. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

Section 5.2. Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and interest and other amounts upon notice and/or demand, the Trustee, in its own name, may upon receipt of indemnity satisfactory to the Trustee institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this 2024D Loan Agreement; and the right of the Trustee, to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this 2024D Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee as follows:

FIRST: to the payment of all reasonable advances by the Issuer or by the Trustee with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements by the Trustee.

SECOND: to the payment of the amounts then due and unpaid upon the Notes in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Notes, upon presentation of the Notes and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every 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.

Section 5.4. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this 2024D Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this 2024D Loan Agreement; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this 2024D Loan Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this 2024D Loan Agreement or the 2024D Indenture shall be deemed to be a covenant or agreement of any member of the Issuer, the Borrower, the Commission, or the Redevelopment Commission or of any officer or employee of the Issuer, the Borrower, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Borrower, the Commission, the Redevelopment Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS 2024D LOAN AGREEMENT

Section 7.1. Supplements and Amendments to this 2024D Loan Agreement. Subject to the provisions of Article X of the 2024D Indenture, the Borrower and the Issuer may from time to time enter into such supplements and amendments to this 2024D Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the Borrower shall pay and discharge or provide for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to nationally recognized bond counsel for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the 2024D Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this 2024D Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on written demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this 2024D Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. 2024D Loan Agreement for Benefit of Parties Hereto. Nothing in this 2024D Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, the Trustee, and the holder of the Notes, any right, remedy or claim under or by reason of this 2024D Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this 2024D Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Notes.

Section 9.2. Severability. In case any one or more of the provisions contained in this 2024D Loan Agreement or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this 2024D Loan Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this 2024D Loan Agreement and the Notes inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024D Loan Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Fishers, Indiana
Three Municipal Drive
Fishers, Indiana 46038
Attn: Controller

To the Borrower:	Fishers Town Hall Building Corporation Three Municipal Drive Fishers, Indiana 46038 Attn: Controller
To the Trustee:	________________________ ________________________ ________________________ Attn: Corporate Trust Services

Section 9.5. Successors and Assigns. Whenever in this 2024D Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this 2024D Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

Section 9.6. Counterparts. This 2024D Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this 2024D Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this 2024D Loan Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

Section 9.8. Indenture Provisions. The 2024D Indenture provisions concerning the Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Issuer to the Borrower pursuant to this 2024D Loan Agreement and the execution of this 2024D Loan Agreement shall constitute conclusive evidence of approval of the 2024D Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the 2024D Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the 2024D Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the 2024D Indenture as fully as if the Borrower were a party to the 2024D Indenture.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this 2024D Loan Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

FISHERS TOWN HALL BUILDING CORPORATION

By: ___________________________________
____________, President

Attest:

____
____________, Secretary-Treasurer

CITY OF FISHERS, INDIANA

By: ________________________________
Scott Fadness, Mayor

Attest:

____
Lisa Bradford, Controller

[*Signature Page of 2024D Loan Agreement*]

EXHIBIT A

FISHERS TOWN HALL BUILDING CORPORATION

NOTE, SERIES 2024D

FOR VALUE RECEIVED, the undersigned, Fishers Town Hall Building Corporation ("Borrower"), a nonprofit corporation organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of Fishers, Indiana ("Issuer"), in immediately available funds, the principal sum of $____________, and interest thereon, during the term of the Loan Agreement (the "2024D Loan Agreement") dated as of _________ 1, 2024 between Issuer and Borrower, commencing one business day prior to _________ 1, 202__, and on one business day prior to each February 1 and August 1 thereafter, a sum which will equal the principal and interest which will become due on the next day on the Series 2024D Bonds (as hereinafter defined), all subject to the credits described in the 2024D Loan Agreement and to the presence of other available money for such installment in the 2024D Bond Fund under the Trust Indenture (including without limitation any Lease Rentals) dated as of __________ ____, 2024, between the Issuer and_______________________, as Trustee (the "Trustee").

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Additional)" (the "Series 2024D Bonds"). All of the terms, conditions and provisions of the 2024D Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the 2024D Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by Issuer under the 2024D Loan Agreement or under any other agreement between Borrower and Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason.

The principal of and interest on this Note is a limited obligation of the Borrower payable solely from the Lease Rentals.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the 2024D Loan Agreement.

In certain events and in the manner set forth in the 2024D Loan Agreement, the entire principal amount of this Note and the interest accrued thereon may be declared to be due and payable. In certain events and in the manner set forth in the 2024D Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys fees and costs of collection and without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the 2024D Loan Agreement shall have the meanings assigned to them in the 2024D Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of ____________, 2024.

Issue Date: ______________, 2024

FISHERS TOWN HALL BUILDING CORPORATION

By: ____________________________________

Printed: _________________________________

Title: ___________________________________

ENDORSEMENT

Pay, without recourse, to _____________________, as Trustee under the Trust Indenture dated as of _________ ___, 2024, from the undersigned.

CITY OF FISHERS, INDIANA

By: ________________________________
Mayor

Attest:

____
Controller

2024D TRUST INDENTURE

BETWEEN

CITY OF FISHERS, INDIANA

AND

________________________________,
Indianapolis, Indiana,
As Trustee

$____________

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS,
SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX)

Dated as of __________ 1, 2024

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of _______ 1, 2024 (this "2024D Indenture"), by and between the CITY OF FISHERS, INDIANA ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana (the "State") and _______________________, a national banking association, having a corporate trust office in Indianapolis, Indiana, as Trustee ("Trustee");

WITNESSETH:

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom to an individual or an entity for the purpose of financing the costs of construction of economic development facilities, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, to foster economic development, the Issuer and Fishers Town Hall Building Corporation (the "Borrower") desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project"), in accordance with the Project Agreement, dated as of July 13, 2023 (the "Project Agreement"), among the City, the Borrower, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), the City of Fishers Economic Development Commission (the "Economic Development Commission") and CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC); and

WHEREAS, to satisfy its obligations under the Project Agreement, the Issuer has agreed to issue bonds to finance the costs of all or a portion of the Project; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) in the aggregate principal amount of $_________ (the "Series 2024D Bonds") pursuant to this 2024D Indenture, and to lend the proceeds of the Series 2024D Bonds pursuant to the provisions of the 2024D Loan Agreement, dated as of __________ 1, 2024, between the Issuer and the Borrower ("2024D Loan Agreement") for the purpose of paying certain costs of the Project; and

WHEREAS, the Issuer, upon finding that the Project and the proposed financing of portions thereof will create additional employment opportunities in the Issuer, will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana, and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing, the Indenture, and the Series 2024D Bonds; and

WHEREAS, the execution and delivery of this 2024D Indenture and the issuance of the Series 2024D Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer; and

WHEREAS, the 2024D Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2024D Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2024D ("Series 2024D Note") in substantially the form attached thereto as Exhibit A; and

WHEREAS, pursuant to this 2024D Indenture, the Issuer will endorse the Series 2024D Note without recourse and assign certain of its rights under the 2024D Loan Agreement as security for the Series 2024D Bonds which are payable solely and only out of the payments to be made by the Borrower with respect to the Series 2024D Note, and any other Notes issued under the 2024D Loan Agreement (collectively, the "Notes") except to the extent paid out of Bond proceeds; and

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into (i) a Garage Lease, dated as of _________ ___, 2024, between the Borrower, as lessor and the Redevelopment Commission, as lessee (the "Garage Lease"), with respect to certain real estate and a parking garage and related improvemetns to be constructed thereon, and (ii) a Public Lease, dated as of _________ ___, 2024, between the Borrower, as lessor, and the Redevelopment Commission, as lessee (the "Public Lease"), with respect to all or a portion of 116th Street between Hoosier Road and Wedgeport Lane, including related improvements and fixtures located thereon, including any related improvements and fixtures located thereon; and

WHEREAS, pursuant to IC 36-7-14-25.5, the lease rentals under the Garage Lease and the Public Lease are payable from a special tax levied and collected by the Commission on all taxable property within the City of Fishers Redevelopment District, pursuant to IC 36-7-14-27 or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission including certain tax increment revenues received by the Redevelopment Commission pursuant to IC 36-7-14-39 from the Downtown Allocation Area, the Allisonville Corridor Allocation Area, the 116th Street Allocation Area, the Fishers Tech Park Allocation Area, the Sun King Allocation Area, the 126th & Cumberland Allocation Area, the River Place Allocation Area, the District South Allocation Area, and the Britton Park Allocation Area each of which is within the Consolidated Fishers/I-69 Economic Development Area; and

WHEREAS, the Notes issued under the 2024D Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Garage Lease and the Public Lease (the "Lease Rentals"); and

WHEREAS, the Series 2024D Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (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 2024D Indenture, to-wit:

(Form of Series 2024D Bond)

R-___

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX)

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP
_.___%	____________ __, 202__	____________ __, 202__	____________ __, 2024	

REGISTERED OWNER:

PRINCIPAL AMOUNT: ____________________________ DOLLARS ($___________)

The City of Fishers, Indiana ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments on the Series 2024D Note and Lease Rentals hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as provided for herein), and to pay interest hereon at the Interest Rate stated above from the interest payment date to which interest has been paid next preceding the date of authentication of this bond unless this bond is authenticated after the fifteenth day of the immediately prior month in which interest is payable in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before __________15, 202__ in which case it shall bear interest from the Original Date, until the principal shall be fully paid, which interest is payable on February 1 and August 1 of each year, beginning on August 1, 2024. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this bond is payable by check or draft mailed one business day prior to the interest payment date, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable interest payment date, to the person in whose name this bond is registered on the first day of the month of such interest payment date. Principal of and premium, if any, on this bond is payable in lawful money of the United States of America at the corporate trust operations office of ________________________, located in _________________ (the "Registrar" and the "Paying Agent").

This bond is one of an authorized issue of bonds of the Issuer, all of like date, tenor and effect (except as to numbering, interest rates, and dates of maturity), in the aggregate principal amount of ______________________ ($_____________) (the "Series 2024D Bonds"), issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a 2024D Trust Indenture (the "2024D Trust Indenture"), dated as of ____________ ___, 2024, between the Issuer and ______________________ as trustee (the "Trustee"), to which reference is hereby made for a description of the property securing the Series 2024D Bonds and any additional parity Bonds issued thereunder (the "Additional Bonds") (the Series 2024D Bonds and any Additional Bonds, collectively, the "Bonds"), the rights under the 2024D Trust Indenture of the Issuer, the registered owners of the Bonds and the Trustee, to all of which the registered owners hereof, by the acceptance of this bond, agree.

The Series 2024D Bonds are being issued for the purpose of providing funds to finance the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, by lending such funds to the Fishers Town Hall Building Corporation (the "Borrower") pursuant to the 2024D Loan Agreement dated as of March 1, 2024 ("2024D Loan Agreement") between the Borrower and the Issuer. The 2024D Loan Agreement prescribes the terms and conditions under which the Borrower shall repay such loan and pursuant to which the Borrower will execute and deliver to the Issuer its Note, Series 2024D ("Series 2024D Note") in a principal amount equal to the principal amount of such Series 2024D Bonds in order to evidence such loan.

The Bonds are special and limited obligations of the Issuer payable solely from and secured exclusively by the Series 2024D Note, the Lease Rentals (as defined in the Trust Indenture), and other moneys assigned by the Trust Indenture. The Trust Indenture permits the issuance of Additional Bonds under the conditions set out in Section 2.8 thereof and allows the Issuer to terminate the security of the Trust Indenture for Bonds by establishing a trust fund under the conditions set out in Section 11.2 thereof. Reference is made to the Trust Indenture and to all indentures supplemental thereto and to the 2024D Loan Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the terms on which the Bonds are being issued and secured, and to all the provisions of which the holder hereof by the acceptance of this Series 2024D Bond assents.

The Series 2024D Bonds are issuable in registered form without coupons in the denominations of ____________ Dollars ($______) or integral multiples thereof. This Bond is transferable by the registered owner hereof at the corporate trust operations office of the Registrar, upon surrender and cancellation of this bond and on presentation of a duly executed written instrument of transfer and thereupon a new Bond or Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. This Bond may be exchanged upon surrender hereof at the corporate trust operations office of the Registrar, or at such office or offices as the Registrar may designate in writing to the registered owner, duly endorsed by the registered owner for the same aggregate principal amount of Bonds of the same maturity in authorized denominations as the registered owner may request.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

[The Series 2024D Bonds maturing on or after _________ 1, 20___ may be redeemed prior to maturity at the option of the Issuer, in whole or in part, in any order of maturity or maturities selected by the Issuer and by lot within any maturity, on any date not earlier than _________ 1, 20___, from any moneys made available for that purpose, at face value plus interest accrued to the date fixed for redemption and without any premium.

The Series 2024D Bonds maturing on _________ 1, 20___, are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

Date	Amount

* Final Maturity

The Trustee shall credit against the mandatory sinking fund requirement for any of the Series 2024D Bonds maturing on _________ 1, 20___ (the "Term Bonds"), and corresponding mandatory sinking fund redemption obligation, in the order determined by the Issuer, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.]

The Series 2024D Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of insurance or a condemnation award received in certain circumstances relating to damage, destruction or condemnation of certain property owned by the Borrower and leased in exchange for the Lease Rentals.

If any of the Series 2024D Bonds are called for redemption as aforesaid, unless waived by the Registered Owners, notice thereof identifying the Series 2024D Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2024D Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Series 2024D Bond, shall not affect the validity of any proceedings for the redemption of other Series 2024D Bonds.

All Series 2024D Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Trust Indenture and shall not be deemed to be outstanding under the provisions of the Trust Indenture.

The Series 2024D Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 2024D Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Trust Indenture, the Lease Rentals and the payments to be made on the Series 2024D Note issued under the 2024D Loan Agreement pledged and assigned for their payment in accordance with the Trust Indenture (the "Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 2024D Bond. The Series 2024D Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 2024D Bonds. No covenant or agreement contained in the Series 2024D Bonds or the Trust Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the City of Fishers Economic Development Commission (the "Commission"), the Fishers Redevelopment Commission (the "Redevelopment Commission"), the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the Series 2024D Bonds shall be liable personally on the Series 2024D Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2024D Bonds.

The holder of this Series 2024D Bond shall have no right to enforce the provisions of the Trust Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Trust Indenture, the principal of all the Bonds issued under the Trust Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Trust Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Trust Indenture. The Series 2024D Note and the obligation to pay Lease Rentals shall not be subject to acceleration.

A Continuing Disclosure Agreement from the Issuer 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 Issuer, a copy of which is available from the Issuer and the terms of which are incorporated herein by this reference. The Agreement contains certain promises of the Issuer 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 that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Trust Indenture precedent to and in the issuance of this Series 2024D Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2024D Bond have been duly authorized by the Issuer.

This Series 2024D Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Trust Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Fishers, Indiana, in Hamilton County, has caused this Series 2024D Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the City Council and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Controller all as of ____________ ___, 2024.

CITY OF FISHERS, INDIANA

By: ______________________________
Mayor

(SEAL)

Attest:

____
Controller

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2024D Bond is one of the Series 2024D Bonds described in the within mentioned Trust Indenture.

___________________________, as Trustee

By: ______________________________
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto ____________________________ (Please Print or Typewrite Name and Address) the within Series 2024D Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints ____________________________ attorney to transfer the within Series 2024D 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 of the registered owner as it appears upon the face of the within Series 2024D Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though 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 though not in the above list.

(End of Bond Form)

NOW, THEREFORE, THIS 2024D INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this 2024D Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this 2024D Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

DIVISION I

The Series 2024D Note, which has been endorsed by the Issuer to the order of the Trustee and pledged by the Issuer to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby;

DIVISION II

All right, title, and interest of the Issuer in and to the 2024D Loan Agreement (except the rights reserved to the Issuer), including the all right, title, and interest of the Issuer in the Lease Rentals; and

DIVISION III

All moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this 2024D Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this 2024D Indenture, the following words and terms as used in this 2024D Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" shall have the meaning assigned in Section 2.8 of this 2024D Indenture.

"Annual Fees" means the annual fees charged by the Trustee for services provided as the trustee and paying agent under this 2024D Indenture.

"Authorized Issuer Representative" means any of the Mayor or Controller of the Issuer.

"Authorized Borrower Representative" means any of the Mayor or Controller of the Issuer, or such other individuals designated by a resolution of the Borrower.

"Bonds" means any Bonds issued pursuant to this 2024D Indenture, including the Series 2024D Bonds.

"Borrower" means the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation, and its permitted successors and assigns under the 2024D Loan Agreement.

"Commission" means the City of Fishers Economic Development Commission.

"Construction Account" means the account created by the Issuer as set forth in Section 4.3 of this 2024D Indenture.

"Construction Fund" means the fund established by the Issuer as set forth in Section 4.3 of this 2024D Indenture.

["Credit Facility" means any letter of credit, revolving credit agreement, surety bond, reserve fund surety policy, insurance policy or other similar credit or liquidity agreement or instrument.]

["Credit Provider" means the issuer of any Credit Facility and its successor in such capacity and their assigns. To qualify under this 2024D Indenture, the Credit Provider providing such Credit Facility shall be either:

(i) an insurer whose long-term debt obligations are rated (at the time of issuance of such Credit Facility) in one of the two highest Rating Categories by the Rating Agency or Rating Agencies then rating the Bonds; or

(ii) a bank or trust company which has an outstanding, unsecured, uninsured and unguaranteed debt issue rated (at the time of issuance of such Credit Facility) in one of the two highest Rating Categories by the Rating Agency or Rating Agencies then rating the Bonds.]

"Event of Default" means those events of default specified in and defined by Section 7.1 hereof.

"Financed Project Costs" means the following categorical costs of providing for an "economic development project" as defined and set forth in the Act:

(a) the "Bond Issuance Costs", namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Series 2024D Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, fees of the Issuer's financial advisor, the acceptance fee of the Trustee and the first year of the Trustee's fees hereunder, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower's accountants, the fees and disbursements of counsel to the Issuer, the costs of preparing or printing the Series 2024D Bonds and the documentation supporting the issuance of the Series 2024D Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(b) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Financed Project Costs;

(c) all costs and expenses which Issuer or Borrower shall be required to pay, or advance under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project, including the amounts required under the Project Agreement to be deposited under the Funding Agreement and disbursed for the payment of the costs pursuant to the Funding Agreement; and

(d) any sums required to reimburse the Issuer or Borrower for advances made by either of them subsequent to the date of inducement by the Issuer for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

"Funding Agreement" shall have the meaning assigned in the Project Agreement.

"Funds and Accounts" shall mean the funds and accounts established in Article IV of this 2024D Indenture.

"Garage Lease" means the Garage Lease, dated as of _______ ___, 2024 between the Borrower, as lessor, the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Garage Leased Premises" means the Garage Leased Premises as such term is defined in the Garage Lease.

"Government Obligations" shall have the meaning assigned in the 2024D Loan Agreement.

"Interest Payment Date" on the Series 2024D Bonds means each February 1 and August 1 (whether or not a business day), commencing _________ ___, 202__.

"Issuer" means the City of Fishers, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the 2024D Loan Agreement and the Indenture.

"Leased Premises" means, collectively, the Garage Leased Premises and the Public Leased Premises as set forth in the Leases.

"Leases" means, collectively, the Garage Lease and the Public Lease.

"Lease Rentals" means Lease Rentals made by the Redevelopment Commission as a lessee under the Leases.

"2024D Loan Agreement" means the 2024D Loan Agreement, dated as of _______ 1, 202__, between the Borrower and the Issuer and all amendments and supplements thereto.

"Note" or "Notes" shall have the meaning assigned in the 2024D Loan Agreement.

"Operation Fund" means the fund established by the Issuer as set forth in Section 4.6 of this 2024D Indenture.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Borrower and who shall be satisfactory to the Trustee in its reasonable discretion.

"Original Issue Date" means _________ ___, 2024.

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this 2024D Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given 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 lieu of which others have been authenticated under Section 2.9.

"Paying Agent" means the Trustee and any successor paying agent or co-paying agent.

"Project" means the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west

"Project Agreement" means the Project Agreement, dated July 13, 2023, among the Issuer, the Borrower, the Redevelopment Commission, the Commission and CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC).

"Public Lease" means the Public Lease, dated as of _______ ___, 2024 between the Borrower, as lessor, the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Public Leased Premises" means the Public Leased Premises as such term is defined in the Public Lease.

"Qualified Investments" shall have the meaning assigned in the 2024D Loan Agreement.

"Record Date" means the first day of the month preceding any Interest Payment Date.

"Redevelopment Commission" means the City of Fishers Redevelopment Commission.

"Requisite Bondholders" means the holders of 66 2/3% in aggregate principal amount of Bonds then Outstanding.

["Reserve Fund Reimbursement Obligation" shall mean any obligation to reimburse the Credit Provider of any Series 2024D Reserve Fund Credit Facility for any payment made under such Series 2024D Reserve Fund Credit Facility or any other obligation to repay any amounts (including, but not limited to, fees or additional interest) owing to the Credit Provider.]

"Series 2024D Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) in the aggregate principal amount of $___________.

["Series 2024D Debt Service Reserve Fund" means the fund established by the Issuer as set forth in Section 4.4 of this 2024D Indenture.]

["Series 2024D Debt Service Reserve Requirement" means an amount equal to the maximum annual debt service on the Series 2024D Bonds, in the amount of $________.]

"Series 2024D Note" shall have the meaning assigned in the 2024D Loan Agreement.

["Series 2024D Reserve Fund Credit Facility" means any Credit Facility issued or provided by a Credit Provider, (i) which may be deposited in the Series 2024D Debt Service Reserve Fund in lieu of or in partial substitution for cash or Qualified Investments to be on deposit therein, and (ii) which shall be payable (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from such reserve account in which such Credit Facility is deposited and applied to the payment of the principal of or interest on the Series 2024D Bonds to which such Credit Facility relates.]

"Trust Estate" means the funds and accounts, the Series 2024D Note, the Lease Rentals, and the other assets described in the Granting Clauses of this 2024D Indenture.

"Trustee" means ____________________, a National Banking Association, the party of the second part hereto, and any successor trustee or co-trustee.

"2024D 2024D Bond Fund" means the fund established by the Issuer as set forth in Section 4.2 of this 2024D Indenture.

"2024D Indenture" means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

Section 1.2. Rules of Interpretation. For all purposes of this 2024D Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This 2024D Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this 2024D Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the 2024D Loan Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024D Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this 2024D Indenture:

Exhibit A: Construction Account Disbursement Request

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Series 2024D Bonds. No Bonds may be issued under the provisions of this 2024D Indenture except in accordance with this Article. The principal amount of the Series 2024D Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to $__________. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 2024D Bonds. The Series 2024D Bonds shall be designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax)." The Series 2024D Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of ____________ Dollars ($_______) and integral multiples thereof, and shall be lettered and numbered R-1 and upward. Interest on the Series 2024D Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date next preceding the date of payment of such defaulted interest. The Special Record Date shall be the date established by the Trustee for the payment of defaulted interest. The Series 2024D Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2024D Bonds shall be payable on each February 1 and August 1, commencing on A __________ __, 202__.

[The Series 2024D Bonds shall mature on the dates set forth below, beginning on __________ __, 202__ and ending on __________ __, 20___ in the amounts with interest at the rates set forth below:

Maturity Date	Amount	Interest Rate

T – Denotes Term Bond

The Series 2024D Bonds maturing on __________ __, 202__, shall be the "Term Bonds" and the Term Bonds shall be subject to mandatory sinking fund redemption as set forth in Section 5.1(c).]

The Series 2024D Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however that if, as shown by the records of the Trustee, interest on the Series 2024D Bonds shall be in default, Series 2024D Bonds issued in exchange for Series 2024D Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2024D Bonds or, if no interest has been paid on the Series 2024D Bonds, from the date of issuance and delivery of the Series 2024D Bonds. Series 2024D Bonds authenticated on or prior to ________ 15, 2024 shall bear interest from the date of delivery of the Series 2024D Bonds.

Section 2.3. Payment on Bonds. The interest on the Series 2024D Bonds shall be payable by check or draft mailed one business day prior to the interest payment date, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Paying Agent at least five (5) business days prior to the applicable interest payment date, to the person in whose name each Series 2024D Bond is registered on the first day of the month of such interest payment date. The principal of the Series 2024D Bonds shall be payable in lawful money of the United States of America, at the corporate trust office of the Paying Agent in Indianapolis, Indiana or by wire transfer of immediately available funds to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable principal payment date.

Section 2.4. Execution; Limited Obligation. The Series 2024D Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor of the Issuer and attested with the manual or the facsimile signature of the Controller of the Issuer and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Series 2024D Bonds. If any officer whose signature or facsimile signature shall appear on the Series 2024D Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Series 2024D Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 2024D Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Indenture, the Lease Rentals and the payments to be made on the Series 2024D Note issued under the 2024D Loan Agreement pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 2024D Bond. The Series 2024D Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 2024D Bonds. No covenant or agreement contained in the Series 2024D Bonds or the Indenture shall be deemed to be a covenant or agreement of any

member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the Series 2024D Bonds shall be liable personally on the Series 2024D Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2024D Bonds.

Section 2.5. Authentication. No Series 2024D Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this 2024D Indenture unless and until the certificate of authentication on such Series 2024D Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Series 2024D Bond has been authenticated and delivered under this 2024D Indenture. The Trustee's certificate of authentication on any Series 2024D Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Series 2024D Bonds issued hereunder.

Section 2.6. Form of Bonds. The Bonds issued under this 2024D Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this 2024D Indenture or deemed necessary by the Trustee.

Section 2.7. Delivery of Series 2024D Bonds. Upon the execution and delivery of this 2024D Indenture, the Issuer shall execute and deliver to the Trustee the Series 2024D Bonds in the aggregate principal amount of $__________. The Trustee shall authenticate such Bonds and deliver them to the purchasers thereof upon receipt of:

(a) A copy, duly certified by the Clerk of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the 2024D Loan Agreement and this 2024D Indenture and the issuance of the Series 2024D Bonds.

(b) Executed counterparts of the 2024D Loan Agreement, the Indenture, and the Leases.

(c) The Series 2024D Note in the same principal amount as the principal amount of the Series 2024D Bonds, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(d) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 2024D Bonds in the principal amount of $__________ to the purchasers thereof.

The proceeds of the Series 2024D Bonds, less any underwriter's discount, shall be paid over to the Trustee and deposited to the credit of various Funds and Accounts as hereinafter provided under Section 3.1 hereof.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds in addition to the Series 2024D Bonds ("Additional Bonds"), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding all or a portion of one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, and (ii) financing the cost or estimated cost of completing the Project or of acquiring and/or constructing additional improvements to the Project, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any. Each series of Additional Bonds issued hereunder shall be equal in aggregate principal amount to the principal amount of the additional Note being then currently issued.

Prior to the delivery by the Issuer of any such Additional Bonds there shall be filed with the Trustee:

(a) A supplement to this 2024D Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof, pledging and assigning the Additional Note being then currently issued as security therefor and providing for the disposition of the proceeds of the sale thereof.

(b) The supplement or amendment to the 2024D Loan Agreement and the other instruments, documents, certificates, and opinions referred to in Section 7.1 of the 2024D Loan Agreement.

(c) The Additional Note being then concurrently issued, made payable to the order of the Issuer, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(d) If necessary, a supplement or amendment to the Lease.

(e) A report or a certificate prepared by an independent certified public accountant or an independent financial advisor selected by the Issuer supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the Series 2024D Bonds, from Lease Rentals pursuant to the Leases.

(f) A copy, duly certified by the Clerk of the Issuer, of the Bond Ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the 2024D Loan Agreement and the issuance of such Additional Bonds.

(g) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

(h) An opinion of bond counsel to the effect that (i) such supplement to this 2024D Indenture has been duly executed by the Issuer and constitutes the valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms; and (ii) the Additional Bonds have been duly and validly authorized and issued by the Issuer and constitute the valid and binding limited obligations of the Issuer enforceable against the Issuer in accordance with their terms. The opinion of bond counsel may be qualified as to such matters as are acceptable to the Issuer and the Trustee, and include, without limitation, customary exceptions as to bankruptcy, insolvency and other laws affecting creditors' rights generally and customary exceptions as to principles of equity.

(i) An opinion of an independent public accountant, supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the Series 2024D Bonds from Lease Rentals pursuant to the Leases.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this 2024D Indenture and shall be equally and ratably payable from all Notes issued under the 2024D Loan Agreement, but such Additional Bonds may bear such date or dates, such interest rate or rates, and with such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Borrower, and the purchaser of such Additional Bonds.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Series 2024D Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 2024D Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2024D Bond, such mutilated Series 2024D Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 2024D Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Series 2024D Bond shall have matured, instead of issuing a duplicate Series 2024D Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 2024D Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Series 2024D Bond with their reasonable fees and expenses in this connection. Any Series 2024D Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 2024D Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Series 2024D Bonds; Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2024D Bonds as provided in this 2024D Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 2024D Bond at the corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 2024D Bond or Series 2024D Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 2024D Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2024D Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 2024D Bond during the period between the Record Date and any interest payment date of such Series 2024D Bond, nor to transfer or exchange any Series 2024D Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Series 2024D Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.11. Book-Entry System. The Issuer has determined that the Bonds may be held by a central depository system pursuant to an agreement between the Issuer and The Depository Trust Company, and have transfers of the Bonds effected by book-entry on the books of the central depository system. The Bonds shall be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company.

Notwithstanding any other provision hereof to the contrary, so long as any Series 2024D Bond is registered in the name of CEDE & CO. as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such 2024D Bond and all notices with respect to such Series 2024D Bond shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Issuer to the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Paying Agent in the name of CEDE & CO., as nominee of The Depository Trust Company, the Issuer and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner"), of the Bonds with respect to (i) the accuracy of the records of The Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than The Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Issuer to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to the Indenture. The Issuer and the Registrar and Paying Agent may treat as and deem The Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to Bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by Bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of The Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Issuer's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by The Depository Trust Company to the Issuer of written notice to the effect that The Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this 2024D Indenture shall refer to such new nominee of The Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO. as nominee of The Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to The Depository Trust Company as provided in a representation letter from the Issuer to The Depository Trust Company.

Upon receipt by the Issuer of written notice from The Depository Trust Company to the effect that The Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of The Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Issuer kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company, but may be registered in whatever name or names the Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of the Indenture.

If the Issuer determines that it is in the best interest of the Bondholders that they be able to obtain certificates for the fully registered Bonds, the Issuer may notify The Depository Trust Company and the Registrar, whereupon The Depository Trust Company will notify the Beneficial Owners of the availability through The Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by The Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever The Depository Trust Company requests the Issuer and the Registrar to do so, the Registrar and the Issuer will cooperate with The Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of a depository trust company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Issuer indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give The Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of The Depository Trust Company or CEDE & CO. or any substitute nominee, the Issuer and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from The Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and The Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the Bondholders for purposes of this 2024D Indenture and the Issuer and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the Bondholders. Along with any such certificate or representation, the Registrar may request The Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

If the Book Entry System is no longer in effect, registered owners of Bonds may, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, exchange a Bond or Bonds for a Bond or Bonds of equal aggregate principal amount of the same maturity and interest rate of any authorized denominations. For every exchange or transfer of Bonds, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Trustee incurred in connection therewith (except any applicable tax, fee or other governmental charge) shall be paid by the Issuer. The Trustee shall not be obliged to make any transfer or exchange of any Bond called for redemption within thirty days of the redemption date.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 2024D BONDS PROCEEDS

Section 3.1. Deposit of Funds. The Issuer shall deposit with the Trustee [in the Debt Service Reserve Fund proceeds from the sale of the Series 2024D Bonds, less any underwriter's discount, in an amount equal to $________. After making such deposit in the Debt Service Reserve Fund, the Issuer shall deposit with the Trustee] in the Construction Account of the Construction Fund all remaining proceeds from the sale of the Series 2024D Bonds, [less any underwriter's discount,] in an amount equal to $________.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this 2024D Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. 2024D Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "2024D Bond Fund." Money in the 2024D Bond Fund shall be applied as provided in this Section 4.2.

In addition, there shall be deposited in the 2024D Bond Fund, as and when received, (i) all payments received pursuant to the Notes, including the required deposits of Lease Rentals pursuant to Section 4.5 hereof; (ii) all payments specified in Section 3.2 of the 2024D Loan Agreement; (iii) any amount remaining in the Construction Fund to be transferred to the 2024D Bond Fund pursuant to the Indenture upon acceleration of the maturity of the Series 2024D Bonds; (iv) all interest and other income derived from investments of 2024D Bond Fund moneys as provided herein; and (vi) all other moneys received by the Trustee under and pursuant to any of the provisions of the 2024D Loan Agreement which are required or which are accompanied by directions that such moneys are to be paid into the 2024D Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the 2024D Bond Fund for its account, sufficient sums from revenues and receipts derived from the Notes and the 2024D Loan Agreement, including the Lease Rentals, promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the 2024D Bond Fund, funds from any source other than receipts derived from the Notes, the 2024D Loan Agreement, and the Lease Rentals.

The Borrower shall immediately upon receipt transfer the Lease Rentals to the Trustee as set forth in Section 4.5. The Trustee is hereby directed to deposit into the 2024D Bond Fund from each Lease Rental Payment, an amount equal to the lesser of the following: (a) all of such rental payment; or (b) an amount which equals the sum of the principal and interest on the Bonds due on, before or within twenty (20) days after the date such Lease Rental Payment becomes due. Any portion of a rental payment remaining after such deposit shall be deposited by the Trustee in the Operation Fund.

Moneys in the 2024D Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity, redemption or upon acceleration. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such interest will be paid as it becomes due.

Section 4.3. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Construction Fund shall consist of the the Construction Account.

(a) Moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee to or upon the order of the Borrower to pay for the Financed Project Costs. Upon receipt by the Trustee of a written request in the form attached hereto as Exhibit A signed by an Authorized Borrower Representative:

(1) stating that the costs of an aggregate amount set forth in such written request have been made or incurred and were necessary for the construction of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Financed Project Costs;

(2) stating that no part of the said costs was included in any written request previously filed with the Trustee under the provisions hereof;

(3) stating a recap of payees and the amount paid; and

(4) stating that such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Once all funds are paid out of the Construction Account, the Construction Account shall be closed.

Section 4.4. [2024D Debt Service Reserve Fund. The Trustee shall establish and maintain, so long as any of the Series 2024D Bonds are outstanding, a separate fund to be known as the "Series 2024D Bonds Debt Service Reserve Fund." Money in the Series 2024D Debt Service Reserve Fund shall be applied as provided in this Section 4.4.

The Trustee shall deposit in the Series 2024D Debt Service Reserve Fund all moneys required to be deposited therein pursuant to this 2024D Indenture. The Trustee shall maintain the Series 2024D Debt Service Reserve Fund and shall disburse the funds held in the Series 2024D Debt Service Reserve Fund solely for the payment of interest on and principal of the Series 2024D Bonds, and only if moneys in the 2024D Bond Fund are insufficient to pay principal of and interest on the Series 2024D Bonds after making all the transfers thereto required to be made from the Operation Fund. If moneys in the Series 2024D Debt Service Reserve Fund are used to pay principal of or interest on any Series 2024D Bonds, the depletion of the balance in the Series 2024D Debt Service Reserve Fund shall be restored from Lease Rentals pursuant to the terms of the Lease and after all deposits have been made as required by Section 4.2 hereof. If moneys in the Series 2024D Debt Service Reserve Fund shall exceed the Series 2024D Debt Service Reserve Requirement, such excess shall be transferred at least semiannually to the 2024D Bond Fund. Such valuation of the Series 2024D Debt Service Reserve Requirement shall be made using market value as of each January and July 1st beginning January 1, 2025.

Notwithstanding the foregoing, the Issuer may satisfy the Series 2024D Debt Service Reserve Requirement by purchasing a Series 2024D Reserve Fund Credit Facility and causing such instrument to be deposited into the Series 2024D Debt Service Reserve Fund for the benefit of the holders of the Series 2024D Bonds. If such deposit causes the Series 2024D Debt Service Reserve Fund balance to be equal to the Series 2024D Debt Service Reserve Requirement, moneys in the Series 2024D Debt Service Reserve Fund which cause its balance to be in excess of the Series 2024D Debt Service Reserve Requirement shall be moved in accordance with this Section 4.4, subject to the satisfaction of any Reserve Fund Reimbursement Obligations from such excess as provided below. If a disbursement is made pursuant to the Series 2024D Reserve Fund Credit Facility, the Issuer shall be obligated (but solely from the Trust Estate), within twelve (12) months from the date on which such disbursement was made, to cure such deficiency by (i) reinstating the maximum limits of such Series 2024D Reserve Fund Credit Facility or (ii) depositing cash into the Series 2024D Debt Service Reserve Fund, or a combination of such alternatives, so that the balance of the Series 2024D Debt Service Reserve Fund equals the Series 2024D Debt Service Reserve Requirement. The Trustee shall include in the total amount held in the Series 2024D Debt Service Reserve Fund an amount equal to the maximum amount which could be drawn by the Trustee under the Series 2024D Reserve Fund Credit Facility then on deposit with the Trustee. Amounts required to be deposited in the Series 2024D Debt Service Reserve Fund shall include any amount required to satisfy a Reserve Fund Reimbursement Obligation for the Series 2024D Reserve Fund Credit Facility. The Trustee is hereby authorized to move to the Series 2024D Debt Service Reserve Fund the amounts required to satisfy any Reserve Fund Reimbursement Obligation to any Credit Provider with respect to the Series 2024D Reserve Fund Credit Facility.

Notwithstanding anything herein to the contrary, amounts on deposit in the Series 2024D Debt Service Reserve Fund shall be applied solely to the payment of debt service on the Series 2024D Bonds.]

Section 4.5. Lease Rentals. On or before each January 15 and July 15, commencing on July 15, 2024, the Borrower shall transfer the Lease Rentals received by the Borrower on or before such January 15 or July 15 to the Trustee, who shall deposit such Lease Rentals in the 2024D Bond Fund for the payment of the Series 2024D Bonds on the next Interest Payment Date. The transfers to the 2024D Bond Fund shall serve as a credit against the Borrower's obligations under the Series 2024D Note and the 2024D Loan Agreement with respect to the Series 2024D Bonds.

Section 4.6. Operation Fund. There is hereby established and created a fund designated as the Operation Fund. The Operation Fund shall be used only to pay necessary incidental expenses of the Issuer (e.g. Trustee's fees, including Annual Fees, required audits, attorney's fees, appraisals, meetings, expenses incurred in connection with any continuing disclosure obligations of the Issuer or the Borrower in relation to the Bonds), the payment of principal of and interest on the Bonds upon redemption as authorized in Article V hereof or the purchase price of Bonds purchased as authorized by Section 4.7 hereof, and if the amount in the 2024D Bond Fund at any time is less than the required amount, the Trustee shall, without any further authorization, transfer funds from the Operation Fund to the 2024D Bond Fund in an amount sufficient to raise the amount in the 2024D Bond Fund to the required amount. Such action by the Trustee shall not constitute a waiver of any other right or remedy the Trustee may have under this 2024D Indenture. Incidental expenses shall be paid by the Trustee upon the presentation of an affidavit executed by an Authorized Issuer Representative stating the character of the expenditure, the amount thereof and to whom due, together with the statement of the creditor as to the amount owing, except for the payment of Trustee's fees which requires no such affidavit from an Authorized Issuer Representative.

Notwithstanding anything herein to the contrary, upon receipt by the Trustee of a Request for Release of Funds, as defined below, the Trustee shall as soon thereafter as practical release to the Issuer funds in the Operation Fund in accord with such Request for Release of Funds. For these purposes, a "Request for Release of Funds" means a written request made by the Issuer which (i) is signed by an Authorized Issuer Representative, (ii) sets forth the amount requested to be released from the Operation Fund to the Issuer, and (iii) includes a statement, accompanied by supporting schedules prepared by an accountant or firm of accountants which verify the statement, that the balance to be held in the Operation Fund immediately after such amount is released to the Issuer is expected to be sufficient to meet the known and anticipated payments and transfers to be satisfied from the Operation Fund in the then next succeeding eighteen months. The supporting schedules shall identify with particularity the anticipated sources and applications of funds. The statement and supporting schedules required by clause (iii) above shall not include anticipated investment earnings based on assumptions about reinvestment rates, but may include known investment earnings scheduled to be received on then current investments, and shall include any known or anticipated gain or loss from the disposition of investments. Notwithstanding the foregoing provisions of this paragraph, the Trustee shall not so release funds from the Operation Fund to the Issuer during any time that there exists an uncured or unwaived event of default hereunder (as defined in Article VII), or an event which with notice or lapse of time or both would become such an event of default, or if the Trustee determines, which determination may be in reliance upon an Opinion of Counsel, that the information set forth in the Request for Release of Funds (including the supporting schedules) is not reasonably consistent with the books and records of the Trustee or is otherwise not accurate or appropriate.

Section 4.7. Redemption and Purchase of Bonds. Whenever the amounts contained in the 2024D Bond Fund and Operation Fund are sufficient, together with any other funds deposited with the Trustee by the Issuer, to redeem, upon the next redemption date, all Bonds secured thereby then outstanding, the Trustee shall apply the amounts in such Funds to the redemption of such Bonds pursuant to Article V hereof. At the written request of an Authorized Issuer Representative delivered to the Trustee, the Trustee may remove funds from the Operation Fund to be used for the redemption of Bonds, or for the purchase of Bonds.

Section 4.8. Trust Funds. All moneys and securities received by the Trustee under the provisions of this 2024D Indenture, shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Borrower. Such moneys shall be held in trust and applied in accordance with the provisions of this 2024D Indenture.

Section 4.9. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 2024D BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. (a) [The Issuer shall have the right, at its option, to redeem, according to the procedure hereinafter provided, the Series 2024D Bonds maturing on or after $________, in whole or in part, in any order of maturity or maturities selected by the Issuer and by lot within any maturity, on any date not earlier than $________, at face value, plus interest accrued to the date fixed for redemption and without premium.

(b) The Series 2024D Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of condemnation in certain circumstances as described in Section 6.9 and 6.10 hereof.

(c) The Series 2024D Bonds maturing on _________ ___, 20___, are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

Date	Amount

* Final Maturity

(d) The Trustee shall credit against the mandatory sinking fund requirement for any Term Bonds, and corresponding mandatory sinking fund redemption obligation, in the order determined by the Issuer, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.]

Section 5.2. Notice to Trustee. To evidence its intention to exercise the right of redemption of any Series 2024D Bonds, the Issuer shall, not less than forty-five (45) days prior to the date selected for redemption, file with the Trustee written notice of its intention to redeem, designating the date fixed for redemption, and if less than all of the outstanding Series 2024D Bonds are to be redeemed stating the aggregate principal amount of Bonds which the Issuer desires to redeem. No failure or defect in such notice by the Issuer to the Trustee shall affect the validity of the redemption of any Series 2024D Bonds.

Section 5.3. Notice to Bondholders. In the case of redemption of Series 2024D Bonds pursuant to Section 5.1 hereof, unless waived by the Registered Owners of the Series 2024D Bonds to be redeemed, notice of the call for any such redemption identifying the Series 2024D Bonds, or portions of fully registered Series 2024D Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Series 2024D Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number and in the event of a partial redemption, the Series 2024D Bond numbers and called amounts of each Series 2024D Bond, the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 2024D Bond shall not affect the validity of any proceedings for the redemption of other Series 2024D Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 2024D Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this 2024D Indenture and shall not be deemed to be outstanding under the provisions of this 2024D Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Notice of any redemption hereunder required to be given to the Owners with respect to the Series 2024D Bonds held under a book-entry system shall be given by the Trustee only to the Depository, or its nominee, as the Holder of such Series 2024D Bonds.

Section 5.4. Cancellation. All Series 2024D Bonds which have been redeemed in whole shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued in accordance with the Trustee's destruction policy then in effect.

Section 5.5. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 2024D Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 2024D Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Series 2024D Bond until such Series 2024D Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed Series 2024D Bond.

Section 5.6. Partial Redemption of Bonds. If fewer than all of the Series 2024D Bonds at the time outstanding are to be called for redemption, the maturities of Series 2024D Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Borrower. If fewer than all of the Series 2024D Bonds within a maturity are to be redeemed, the Trustee shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the Series 2024D Bonds or portions of Series 2024 Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2024D Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 2024D Bonds or portions thereof shall be redeemed only in the minimum principal amount of $5,000 or integral multiples thereof.

If less than the entire principal amount of any registered Series 2024D Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the Owner of such registered Series 2024D Bond shall forthwith surrender such Series 2024D Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Series 2024D Bond or Series 2024D Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 2024D Bond, which shall be issued without charge therefor; provided that so long as the Series 2024D Bonds are held in a Book-Entry-System with a depository, any such Series 2024D Bonds called for partial redemption do not need to be presented for payment of principal.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this 2024D Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the trust estate consisting of the funds and accounts held under this 2024D Indenture, the Lease Rentals, and the payments to be made on the Note which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this 2024D Indenture should be considered as pledging any other funds or assets of the Issuer. **The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of the funds and accounts held under this 2024D Indenture, the Lease Rentals and the payments to be made on the Notes issued under the 2024D Loan Agreement pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this 2024D Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer in his or her individual capacity, no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.**

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this 2024D Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this 2024D Indenture, and to pledge and assign the Series 2024D Note, pledge and assign the Lease Rentals, and assign the 2024D Loan Agreement 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 2024D Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer represents that at the time of the pledge and assignment thereof it will lawfully own the Series 2024D Note and that such pledge and assignment and the assignment of the 2024D Loan Agreement to the Trustee hereby made will be valid and lawful. The Issuer covenants that it will defend the title to the Series 2024D Note and its interest in the 2024D Loan Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Series 2024D Note, the 2024D Loan Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 6.4. Filing of Indenture, 2024D Loan Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Borrower, shall cause this 2024D Indenture, the 2024D Loan Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto. The expenses related to the filing of any continuation of a financing statement shall be paid by the Borrower.

Section 6.5. Leased Premises. The Issuer covenants that it will cause the Borrower to maintain, or cause to maintained, the Leased Premises in good working condition for the uses for which the Leased Premises are intended.

Section 6.6. List of Bondholders. The Trustee will keep on file at the corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Borrower or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under 2024D Loan Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the 2024D Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.7 of the 2024D Loan Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited. In the absence of written direction from the Borrower, moneys held by the Trustee shall be invested in the ______________________________.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this 2024D Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall be repaid by the Paying Agent to the Borrower and thereafter Bondholders shall be entitled to look only to the Borrower for payment, and then only to the extent of the amount so repaid, and the Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 6.10. Insurance on Leased Premises. Pursuant to Section 3.3 of the 2024D Loan Agreement, the Borrower covenants that it will maintain or cause to be maintained certain insurance with respect to the Leased Premises. In case the Borrower at any time refuses, neglects, or fails to obtain certificates of insurance or to effect the insurance as set forth above, the Trustee may, in its discretion, procure such certificates or insurance, and all moneys paid by the Trustee for such certificates or insurance, together with interest thereon at the highest rate of interest on any of the Bonds when sold, whether or not then outstanding, shall be repaid by the Borrower upon demand, and shall constitute an additional indebtedness of the Borrower secured by the lien of this 2024D Indenture, prior and paramount to the lien hereunder of said Bonds and interest thereon. The Trustee may require, as a condition of procuring such insurance full indemnification against the expense thereof and full payment of the means therefor.

Section 6.11. Condemnation. (a) In the event all or part of the Leased Premises is taken by exercise of the power of eminent domain, the Borrower shall apply the net proceeds of any condemnation award to the replacement or reconstruction of the Leased Premises.

(b) In the event the Borrower does not commence to replace or reconstruct the Leased Premises as contemplated by the Leases, within ninety (90) days from the date of entry of a final order in any eminent domain proceeding, or the Borrower, having commenced such work of replacement or reconstruction, abandons or fails diligently to prosecute the same, the Trustee may, if provided indemnification satisfactory to the Trustee together with the written direction from the Requisite Bondholders, make or complete such repairs, replacements or reconstructions, and if it shall elect to do so, may enter upon said premises to any extent necessary for the accomplishment of such purposes, provided, nothing contained herein shall obligate the Trustee to make or complete any such replacements or reconstructions, and provided further, the Trustee may not make or complete such replacements or reconstructions if the Issuer has instructed the Borrower not to undertake such work in accordance with the Leases.

(c) In case the Borrower fails or refuses to proceed forthwith in good faith with the replacement or reconstruction of the Leased Premises which has been taken by eminent domain, and such negligence, failure or refusal continues for one hundred twenty (120) days, upon receipt of the eminent domain award proceeds, the Trustee shall (unless the Trustee proceeds to make the replacements or reconstructions as above provided) apply such proceeds in the following manner:

(i) If the proceeds are sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the redemption of such Bonds at any time, in the manner provided in Article IV of this 2024D Indenture but without premium or penalty and without regard to whether the Bonds are then subject to optional redemption, and with the same force and effect as if such redemption had been made at the option of the Borrower.

(ii) If the proceeds are not sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the partial redemption of outstanding Bonds at any time, without premium or penalty and without regard to whether the Bonds are then subject to optional redemption.

Any redemption of the Bonds shall be accomplished such that the Lease Rentals received from the remaining Leased Premises which have not been so taken by eminent domain shall be sufficient to pay the principal of and interest on the Bonds which have not been redeemed pursuant to this Section 6.11(c), as certified in writing to the Trustee by an Authorized Issuer Representative and Authorized Borrower Representative.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an "event of default," that is to say, if:

(a) payment of any principal or interest payable on the Bonds shall not be made when the same is due and payable, whether at the stated maturity thereof, or upon proceedings for the redemption thereof, or upon the maturity thereof by acceleration as hereinafter provided; or

(b) any event of default as defined in Section 5.1 of the 2024D Loan Agreement shall occur and be continuing; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this 2024D Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for sixty (60) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Borrower by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(d) the Issuer shall fail to apply collected Lease Rentals as required by Article IV of this 2024D Indenture.

Section 7.2. Acceleration. Upon the happening of any event of default specified in Section 7.1 and the continuance of the same for the period, if any, specified in that Section, the Trustee, by notice in writing delivered to the Issuer and the Borrower, shall declare the entire unpaid principal amount of the Bonds then outstanding, and the interest accrued thereon, to be immediately due and payable. The Redevelopment Commission's obligation to pay Lease Rentals shall not be subject to acceleration.

Section 7.3. Remedies; Rights of Bondholders.

(a) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Borrower under the 2024D Loan Agreement, the Notes and any additional notes.

(b) Upon the occurrence of an event of default, and if directed so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

(c) No remedy by the terms of this 2024D Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(e) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this 2024D Indenture to the contrary notwithstanding, Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this 2024D 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 this 2024D Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the 2024D Bond Fund and all moneys in the 2024D Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the due date 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 discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if 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 2024D Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to the Borrower or its successors or assigns, upon the written request of the Borrower, or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

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 funds, 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 holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this 2024D 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 proceedings 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 holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this 2024D Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and Requisite Bondholders shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this 2024D Indenture, and to any action or cause of action for the enforcement of this 2024D Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this 2024D 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, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this 2024D Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this 2024D Indenture by the appointment of a receiver, or otherwise, 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 Borrower and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. The Trustee may in its discretion waive and shall at the written direction of the Requisite Bondholders, waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest 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 default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders 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. In taking any actions hereunder, the Trustee shall be entitled to indemnity satisfactory to it from the holders of the Bonds.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this 2024D Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this 2024D Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Borrower). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this 2024D Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Borrower under the 2024D Loan Agreement; but the Trustee may require of the Issuer or the Borrower full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the 2024D Loan Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this 2024D Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this 2024D Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Borrower by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Borrower under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Borrower as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this 2024D Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this 2024D Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this 2024D Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this 2024D Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 the Trustee may require that a satisfactory indemnity bond be furnished 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 its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this 2024D Indenture. Except as otherwise specifically stated in this 2024D Indenture, the Issuer shall provide at its expense any indemnity hereunder requested by the Trustee.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) If any event of default under this 2024D Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this 2024D Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services as provided herein and in the 2024D Loan Agreement. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. In the event of bankruptcy of the Issuer, any fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this 2024D Indenture to be kept at the corporate trust office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(l), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the Issuer and the Borrower and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this 2024D Indenture to be kept at the corporate trust office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Borrower may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee signed by (i) the Issuer if no event of default has occurred and is continuing unremedied or unwaived; or (ii) the Requisite Bondholders.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. If a successor Trustee has not been appointed within thirty (30) days of the notice of resignation or removal of the Trustee, the Trustee may appoint a successor or may petition a court of competent jurisdiction for the appointment of a successor, and any such action of a court shall be binding upon the parties. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars ($100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc.. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this 2024D Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent, Registrar and Transfer Agent; Resignation or Removal of Paying Agent, Registrar or Transfer Agent. The Trustee is hereby appointed "Paying Agent", "Registrar" and "Transfer Agent" under this 2024D Indenture. Any Paying Agent, Registrar or Transfer Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least sixty (60) days' written notice to the Issuer, the Borrower and the Trustee. Any Paying Agent, Registrar or Transfer Agent may be removed at any time by an instrument, filed with such Paying Agent, Registrar or Transfer Agent and the Trustee and signed by the Issuer and the Borrower. Any successor Paying Agent, Registrar or Transfer Agent shall be appointed by the Issuer at the direction of the Borrower and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least One Hundred Million Dollars ($100,000,000), willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this 2024D Indenture.

In the event of the resignation or removal of any Paying Agent, Registrar or Transfer Agent, such Paying Agent, Registrar or Transfer Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent, Registrar or Transfer Agent to its successors, or if there is no successor, to the Trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this 2024D Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this 2024D Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;

(c) To subject to this 2024D Indenture additional security, revenues, properties or collateral; or

(d) To make any other change in this 2024D Indenture which, in the judgment of the Trustee, is not to the material prejudice of the Trustee, the Borrower, the Issuer or the holders of the Bonds; or

(e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

(f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this 2024D Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this 2024D Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this 2024D Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this 2024D Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) a derivation of the Owners of any Series 2024D Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which materially affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Borrower at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE 2024D LOAN AGREEMENT

Section 10.1. Amendments, etc., to 2024D Loan Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Borrower shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the 2024D Loan Agreement as may be required (i) by the provisions of the 2024D Loan Agreement and this 2024D Indenture, including particularly amendments to the 2024D Loan Agreement relating to the issuance of additional notes, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc., to 2024D Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the 2024D Loan Agreement without the consent of the Borrower and the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. No Amendment May Alter Notes. Under no circumstances shall any amendment to the 2024D Loan Agreement alter the Notes or the payments of principal and interest thereon, without the consent of the holders of all the Bonds at the time outstanding.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Borrower under the 2024D Loan Agreement, the Notes and this 2024D Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall cancel the Notes and deliver them to the Borrower, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this 2024D Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of, interest on, or premium, if any, on the Bonds) when

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Borrower shall have performed all of their covenants and promises in the 2024D Loan Agreement, the Notes and in this 2024D Indenture; and

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Borrower, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of the State of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this 2024D Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) cash sufficient to make such payment, (2) Government Obligations, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, or (3) a combination of cash and such Government Obligations, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this 2024D Indenture, except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this 2024D Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Borrower shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Borrower, 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 Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the 2024D Bond Fund as and when realized and collected for use and application as are other moneys deposited in the 2024D Bond Fund.

Notwithstanding any provision of any other Article of this 2024D Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Government Obligations have been so set aside in trust.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this 2024D Indenture.

Section 11.3. <u>Cancellation of Series 2024D Bonds</u>. If the Owner of any Series 2024D Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Series 2024D Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer, or the Borrower with respect to that Series 2024D Bond.

Section 11.4. <u>Application of Trust Money</u>. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this 2024D Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this 2024D Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this 2024D Indenture or the 2024D Loan Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Borrower, or the directors, trustees, officers or members of the Borrower. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. 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 2024D Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken 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 certificate 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 affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust Borrower, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust Borrower or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust Borrower, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this 2024D Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this 2024D Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Borrower, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this 2024D Indenture or any covenants, conditions and provisions herein contained, this 2024D Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this 2024D Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this 2024D Indenture contained, shall not affect the remaining portions of this 2024D Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified or overnight mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024D Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the 2024D Loan Agreement.

Section 11.9. Counterparts. This 2024D Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This 2024D Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this 2024D Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this 2024D Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

Section 11.13. Reconstruction or Substitution of Leased Premises. If all or a portion of the Leased Premises shall be damaged or destroyed or subject to condemnation, the Borrower, shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Lease.

(End of Article XI)

IN WITNESS WHEREOF, the City of Fishers, Indiana, has caused these presents to be signed in its name and behalf by the Mayor of the City and its corporate seal to be hereunto affixed and attested by its Controller, and to evidence its acceptance of the trusts hereby created, ____________________ has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF FISHERS, INDIANA

By: ______________________________
Mayor

(SEAL)

Attest:

____
Controller

____________________, as Trustee

By: ______________________________
(Written Signature)

____
(Printed Signature)

Attest:

____
(Written Signature)

____
(Printed Signature)

[*Signature Page of Trust Indenture*]

EXHIBIT A

CONSTRUCTION ACCOUNT DISBURSEMENT REQUEST

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX)

Request for Disbursement from Construction Account

Request No. ___

____
Attn: Corporate Trust Services
____
____

THE UNDERSIGNED hereby certifies that he/she is an Authorized Borrower Representative within the respective meanings of the 2024D Trust Indenture, dated as of __________ 1, 2024 (the "2024D Trust Indenture"), between the City of Fishers, Indiana and The _____________________, as trustee (the "Trustee"). Terms used in this Request and not defined in this Request are used with the meanings ascribed to such terms in the 2024D Trust Indenture.

Pursuant to Section 4.3(c) of the 2024D Trust Indenture, the Borrower hereby orders the Trustee to pay the Financed Project Costs, as described on Schedule 1 to this Request.

IN SUPPORT OF THIS REQUEST, the undersigned Authorized Borrower Representative of the Borrower certifies as follows:

1. The aggregate costs or obligations set forth in this Request (a) have been made or incurred, (b) were necessary for the construction of the Project or are Bond Issuance Costs, and (c)(i) were made or incurred in accordance with the effective construction contracts, plans and specifications or purchase contracts or (ii) are for otherwise allowable Financed Project Costs;

2. The amount(s) paid or to be paid is(are) reasonable and represent(s) a part of the amount(s) payable for the Financed Project Costs; and such payment(s) was(were) made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

3. No part of such costs or obligations was included in any written request previously filed with the Trustee under the provisions of the Trust Indenture;

4. Exhibit A to this Request is a "recap" of the vendors and the respective amounts paid or to be paid pursuant to this Request; and

5. Such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Date:__________________

FISHERS TOWN HALL BUILDING CORPORATION

By: ______________________________________

Printed: ____________________________________

Title: ______________________________________

EXHIBIT A

Payee	Purpose	Amount

DMS 22026242.7

2024D TRUST INDENTURE

BETWEEN

CITY OF FISHERS, INDIANA

AND

________________________________,
Indianapolis, Indiana,
As Trustee

$____________

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS,
SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX)

Dated as of __________ 1, 2024

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of _______ 1, 2024 (this "2024D Indenture"), by and between the CITY OF FISHERS, INDIANA ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana (the "State") and ________________________, a national banking association, having a corporate trust office in Indianapolis, Indiana, as Trustee ("Trustee");

WITNESSETH:

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom to an individual or an entity for the purpose of financing the costs of construction of economic development facilities, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, to foster economic development, the Issuer and Fishers Town Hall Building Corporation (the "Borrower") desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project"), in accordance with the Project Agreement, dated as of July 13, 2023 (the "Project Agreement"), among the City, the Borrower, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), the City of Fishers Economic Development Commission (the "Economic Development Commission") and CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC); and

WHEREAS, to satisfy its obligations under the Project Agreement, the Issuer has agreed to issue bonds to finance the costs of all or a portion of the Project; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) in the aggregate principal amount of $_________ (the "Series 2024D Bonds") pursuant to this 2024D Indenture, and to lend the proceeds of the Series 2024D Bonds pursuant to the provisions of the 2024D Loan Agreement, dated as of __________ 1, 2024, between the Issuer and the Borrower ("2024D Loan Agreement") for the purpose of paying certain costs of the Project; and

WHEREAS, the Issuer, upon finding that the Project and the proposed financing of portions thereof will create additional employment opportunities in the Issuer, will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana, and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing, the Indenture, and the Series 2024D Bonds; and

WHEREAS, the execution and delivery of this 2024D Indenture and the issuance of the Series 2024D Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer; and

WHEREAS, the 2024D Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2024D Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2024D ("Series 2024D Note") in substantially the form attached thereto as Exhibit A; and

WHEREAS, pursuant to this 2024D Indenture, the Issuer will endorse the Series 2024D Note without recourse and assign certain of its rights under the 2024D Loan Agreement as security for the Series 2024D Bonds which are payable solely and only out of the payments to be made by the Borrower with respect to the Series 2024D Note, and any other Notes issued under the 2024D Loan Agreement (collectively, the "Notes") except to the extent paid out of Bond proceeds; and

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into (i) a Garage Lease, dated as of _________ ___, 2024, between the Borrower, as lessor and the Redevelopment Commission, as lessee (the "Garage Lease"), with respect to certain real estate and a parking garage and related improvemetns to be constructed thereon, and (ii) a Public Lease, dated as of _________ ___, 2024, between the Borrower, as lessor, and the Redevelopment Commission, as lessee (the "Public Lease"), with respect to all or a portion of 116th Street between Hoosier Road and Wedgeport Lane, including related improvements and fixtures located thereon, including any related improvements and fixtures located thereon; and

WHEREAS, pursuant to IC 36-7-14-25.5, the lease rentals under the Garage Lease and the Public Lease are payable from a special tax levied and collected by the Commission on all taxable property within the City of Fishers Redevelopment District, pursuant to IC 36-7-14-27 or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission including certain tax increment revenues received by the Redevelopment Commission pursuant to IC 36-7-14-39 from the Downtown Allocation Area, the Allisonville Corridor Allocation Area, the 116th Street Allocation Area, the Fishers Tech Park Allocation Area, the Sun King Allocation Area, the 126th & Cumberland Allocation Area, the River Place Allocation Area, the District South Allocation Area, and the Britton Park Allocation Area each of which is within the Consolidated Fishers/I-69 Economic Development Area; and

WHEREAS, the Notes issued under the 2024D Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Garage Lease and the Public Lease (the "Lease Rentals"); and

WHEREAS, the Series 2024D Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (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 2024D Indenture, to-wit:

(Form of Series 2024D Bond)

R-___

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX)

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP
_.___%	____________ __, 202__	____________ __, 202__	____________ __, 2024	

REGISTERED OWNER:

PRINCIPAL AMOUNT: ____________________________ DOLLARS ($___________)

The City of Fishers, Indiana ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments on the Series 2024D Note and Lease Rentals hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as provided for herein), and to pay interest hereon at the Interest Rate stated above from the interest payment date to which interest has been paid next preceding the date of authentication of this bond unless this bond is authenticated after the fifteenth day of the immediately prior month in which interest is payable in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before __________15, 202__ in which case it shall bear interest from the Original Date, until the principal shall be fully paid, which interest is payable on February 1 and August 1 of each year, beginning on August 1, 2024. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this bond is payable by check or draft mailed one business day prior to the interest payment date, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable interest payment date, to the person in whose name this bond is registered on the first day of the month of such interest payment date. Principal of and premium, if any, on this bond is payable in lawful money of the United States of America at the corporate trust operations office of ________________________, located in _________________ (the "Registrar" and the "Paying Agent").

This bond is one of an authorized issue of bonds of the Issuer, all of like date, tenor and effect (except as to numbering, interest rates, and dates of maturity), in the aggregate principal amount of ______________________ ($_____________) (the "Series 2024D Bonds"), issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a 2024D Trust Indenture (the "2024D Trust Indenture"), dated as of ____________ ___, 2024, between the Issuer and ______________________ as trustee (the "Trustee"), to which reference is hereby made for a description of the property securing the Series 2024D Bonds and any additional parity Bonds issued thereunder (the "Additional Bonds") (the Series 2024D Bonds and any Additional Bonds, collectively, the "Bonds"), the rights under the 2024D Trust Indenture of the Issuer, the registered owners of the Bonds and the Trustee, to all of which the registered owners hereof, by the acceptance of this bond, agree.

The Series 2024D Bonds are being issued for the purpose of providing funds to finance the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, by lending such funds to the Fishers Town Hall Building Corporation (the "Borrower") pursuant to the 2024D Loan Agreement dated as of March 1, 2024 ("2024D Loan Agreement") between the Borrower and the Issuer. The 2024D Loan Agreement prescribes the terms and conditions under which the Borrower shall repay such loan and pursuant to which the Borrower will execute and deliver to the Issuer its Note, Series 2024D ("Series 2024D Note") in a principal amount equal to the principal amount of such Series 2024D Bonds in order to evidence such loan.

The Bonds are special and limited obligations of the Issuer payable solely from and secured exclusively by the Series 2024D Note, the Lease Rentals (as defined in the Trust Indenture), and other moneys assigned by the Trust Indenture. The Trust Indenture permits the issuance of Additional Bonds under the conditions set out in Section 2.8 thereof and allows the Issuer to terminate the security of the Trust Indenture for Bonds by establishing a trust fund under the conditions set out in Section 11.2 thereof. Reference is made to the Trust Indenture and to all indentures supplemental thereto and to the 2024D Loan Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the terms on which the Bonds are being issued and secured, and to all the provisions of which the holder hereof by the acceptance of this Series 2024D Bond assents.

The Series 2024D Bonds are issuable in registered form without coupons in the denominations of ____________ Dollars ($______) or integral multiples thereof. This Bond is transferable by the registered owner hereof at the corporate trust operations office of the Registrar, upon surrender and cancellation of this bond and on presentation of a duly executed written instrument of transfer and thereupon a new Bond or Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. This Bond may be exchanged upon surrender hereof at the corporate trust operations office of the Registrar, or at such office or offices as the Registrar may designate in writing to the registered owner, duly endorsed by the registered owner for the same aggregate principal amount of Bonds of the same maturity in authorized denominations as the registered owner may request.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

[The Series 2024D Bonds maturing on or after _________ 1, 20___ may be redeemed prior to maturity at the option of the Issuer, in whole or in part, in any order of maturity or maturities selected by the Issuer and by lot within any maturity, on any date not earlier than _________ 1, 20___, from any moneys made available for that purpose, at face value plus interest accrued to the date fixed for redemption and without any premium.

The Series 2024D Bonds maturing on _________ 1, 20___, are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

Date	Amount

* Final Maturity

The Trustee shall credit against the mandatory sinking fund requirement for any of the Series 2024D Bonds maturing on _________ 1, 20___ (the "Term Bonds"), and corresponding mandatory sinking fund redemption obligation, in the order determined by the Issuer, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.]

The Series 2024D Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of insurance or a condemnation award received in certain circumstances relating to damage, destruction or condemnation of certain property owned by the Borrower and leased in exchange for the Lease Rentals.

If any of the Series 2024D Bonds are called for redemption as aforesaid, unless waived by the Registered Owners, notice thereof identifying the Series 2024D Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2024D Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Series 2024D Bond, shall not affect the validity of any proceedings for the redemption of other Series 2024D Bonds.

All Series 2024D Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Trust Indenture and shall not be deemed to be outstanding under the provisions of the Trust Indenture.

The Series 2024D Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 2024D Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Trust Indenture, the Lease Rentals and the payments to be made on the Series 2024D Note issued under the 2024D Loan Agreement pledged and assigned for their payment in accordance with the Trust Indenture (the "Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 2024D Bond. The Series 2024D Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 2024D Bonds. No covenant or agreement contained in the Series 2024D Bonds or the Trust Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the City of Fishers Economic Development Commission (the "Commission"), the Fishers Redevelopment Commission (the "Redevelopment Commission"), the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the Series 2024D Bonds shall be liable personally on the Series 2024D Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2024D Bonds.

The holder of this Series 2024D Bond shall have no right to enforce the provisions of the Trust Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Trust Indenture, the principal of all the Bonds issued under the Trust Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Trust Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Trust Indenture. The Series 2024D Note and the obligation to pay Lease Rentals shall not be subject to acceleration.

A Continuing Disclosure Agreement from the Issuer 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 Issuer, a copy of which is available from the Issuer and the terms of which are incorporated herein by this reference. The Agreement contains certain promises of the Issuer 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 that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Trust Indenture precedent to and in the issuance of this Series 2024D Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2024D Bond have been duly authorized by the Issuer.

This Series 2024D Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Trust Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Fishers, Indiana, in Hamilton County, has caused this Series 2024D Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the City Council and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Controller all as of _____________ ___, 2024.

CITY OF FISHERS, INDIANA

By: ________________________________
Mayor

(SEAL)

Attest:

____
Controller

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2024D Bond is one of the Series 2024D Bonds described in the within mentioned Trust Indenture.

_____________________________, as Trustee

By: ______________________________
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto ____________________________ (Please Print or Typewrite Name and Address) the within Series 2024D Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints ____________________________ attorney to transfer the within Series 2024D 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 of the registered owner as it appears upon the face of the within Series 2024D Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though 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 though not in the above list.

(End of Bond Form)

NOW, THEREFORE, THIS 2024D INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this 2024D Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this 2024D Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

DIVISION I

The Series 2024D Note, which has been endorsed by the Issuer to the order of the Trustee and pledged by the Issuer to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby;

DIVISION II

All right, title, and interest of the Issuer in and to the 2024D Loan Agreement (except the rights reserved to the Issuer), including the all right, title, and interest of the Issuer in the Lease Rentals; and

DIVISION III

All moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this 2024D Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this 2024D Indenture, the following words and terms as used in this 2024D Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" shall have the meaning assigned in Section 2.8 of this 2024D Indenture.

"Annual Fees" means the annual fees charged by the Trustee for services provided as the trustee and paying agent under this 2024D Indenture.

"Authorized Issuer Representative" means any of the Mayor or Controller of the Issuer.

"Authorized Borrower Representative" means any of the Mayor or Controller of the Issuer, or such other individuals designated by a resolution of the Borrower.

"Bonds" means any Bonds issued pursuant to this 2024D Indenture, including the Series 2024D Bonds.

"Borrower" means the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation, and its permitted successors and assigns under the 2024D Loan Agreement.

"Commission" means the City of Fishers Economic Development Commission.

"Construction Account" means the account created by the Issuer as set forth in Section 4.3 of this 2024D Indenture.

"Construction Fund" means the fund established by the Issuer as set forth in Section 4.3 of this 2024D Indenture.

["Credit Facility" means any letter of credit, revolving credit agreement, surety bond, reserve fund surety policy, insurance policy or other similar credit or liquidity agreement or instrument.]

["Credit Provider" means the issuer of any Credit Facility and its successor in such capacity and their assigns. To qualify under this 2024D Indenture, the Credit Provider providing such Credit Facility shall be either:

(i) an insurer whose long-term debt obligations are rated (at the time of issuance of such Credit Facility) in one of the two highest Rating Categories by the Rating Agency or Rating Agencies then rating the Bonds; or

(ii) a bank or trust company which has an outstanding, unsecured, uninsured and unguaranteed debt issue rated (at the time of issuance of such Credit Facility) in one of the two highest Rating Categories by the Rating Agency or Rating Agencies then rating the Bonds.]

"Event of Default" means those events of default specified in and defined by Section 7.1 hereof.

"Financed Project Costs" means the following categorical costs of providing for an "economic development project" as defined and set forth in the Act:

> (a) the "Bond Issuance Costs", namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Series 2024D Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, fees of the Issuer's financial advisor, the acceptance fee of the Trustee and the first year of the Trustee's fees hereunder, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower's accountants, the fees and disbursements of counsel to the Issuer, the costs of preparing or printing the Series 2024D Bonds and the documentation supporting the issuance of the Series 2024D Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;
>
> (b) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Financed Project Costs;
>
> (c) all costs and expenses which Issuer or Borrower shall be required to pay, or advance under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project, including the amounts required under the Project Agreement to be deposited under the Funding Agreement and disbursed for the payment of the costs pursuant to the Funding Agreement; and
>
> (d) any sums required to reimburse the Issuer or Borrower for advances made by either of them subsequent to the date of inducement by the Issuer for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

"Funding Agreement" shall have the meaning assigned in the Project Agreement.

"Funds and Accounts" shall mean the funds and accounts established in Article IV of this 2024D Indenture.

"Garage Lease" means the Garage Lease, dated as of _______ ___, 2024 between the Borrower, as lessor, the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Garage Leased Premises" means the Garage Leased Premises as such term is defined in the Garage Lease.

"Government Obligations" shall have the meaning assigned in the 2024D Loan Agreement.

"Interest Payment Date" on the Series 2024D Bonds means each February 1 and August 1 (whether or not a business day), commencing _________ ___, 202__.

"Issuer" means the City of Fishers, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the 2024D Loan Agreement and the Indenture.

"Leased Premises" means, collectively, the Garage Leased Premises and the Public Leased Premises as set forth in the Leases.

"Leases" means, collectively, the Garage Lease and the Public Lease.

"Lease Rentals" means Lease Rentals made by the Redevelopment Commission as a lessee under the Leases.

"2024D Loan Agreement" means the 2024D Loan Agreement, dated as of _______ 1, 202__, between the Borrower and the Issuer and all amendments and supplements thereto.

"Note" or "Notes" shall have the meaning assigned in the 2024D Loan Agreement.

"Operation Fund" means the fund established by the Issuer as set forth in Section 4.6 of this 2024D Indenture.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Borrower and who shall be satisfactory to the Trustee in its reasonable discretion.

"Original Issue Date" means _________ ___, 2024.

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this 2024D Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given 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 lieu of which others have been authenticated under Section 2.9.

"Paying Agent" means the Trustee and any successor paying agent or co-paying agent.

"Project" means the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and the completion of related improvements and the payment of financing costs, all generally located on the on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west

"Project Agreement" means the Project Agreement, dated July 13, 2023, among the Issuer, the Borrower, the Redevelopment Commission, the Commission and CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC).

"Public Lease" means the Public Lease, dated as of _______ ___, 2024 between the Borrower, as lessor, the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Public Leased Premises" means the Public Leased Premises as such term is defined in the Public Lease.

"Qualified Investments" shall have the meaning assigned in the 2024D Loan Agreement.

"Record Date" means the first day of the month preceding any Interest Payment Date.

"Redevelopment Commission" means the City of Fishers Redevelopment Commission.

"Requisite Bondholders" means the holders of 66 2/3% in aggregate principal amount of Bonds then Outstanding.

["Reserve Fund Reimbursement Obligation" shall mean any obligation to reimburse the Credit Provider of any Series 2024D Reserve Fund Credit Facility for any payment made under such Series 2024D Reserve Fund Credit Facility or any other obligation to repay any amounts (including, but not limited to, fees or additional interest) owing to the Credit Provider.]

"Series 2024D Bonds" means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax) in the aggregate principal amount of $___________.

["Series 2024D Debt Service Reserve Fund" means the fund established by the Issuer as set forth in Section 4.4 of this 2024D Indenture.]

["Series 2024D Debt Service Reserve Requirement" means an amount equal to the maximum annual debt service on the Series 2024D Bonds, in the amount of $________.]

"Series 2024D Note" shall have the meaning assigned in the 2024D Loan Agreement.

[“Series 2024D Reserve Fund Credit Facility” means any Credit Facility issued or provided by a Credit Provider, (i) which may be deposited in the Series 2024D Debt Service Reserve Fund in lieu of or in partial substitution for cash or Qualified Investments to be on deposit therein, and (ii) which shall be payable (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from such reserve account in which such Credit Facility is deposited and applied to the payment of the principal of or interest on the Series 2024D Bonds to which such Credit Facility relates.]

“Trust Estate” means the funds and accounts, the Series 2024D Note, the Lease Rentals, and the other assets described in the Granting Clauses of this 2024D Indenture.

“Trustee” means ___________________, a National Banking Association, the party of the second part hereto, and any successor trustee or co-trustee.

“2024D 2024D Bond Fund” means the fund established by the Issuer as set forth in Section 4.2 of this 2024D Indenture.

“2024D Indenture” means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

Section 1.2. Rules of Interpretation. For all purposes of this 2024D Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) “This 2024D Indenture” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this 2024D Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the 2024D Loan Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024D Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this 2024D Indenture:

Exhibit A: Construction Account Disbursement Request

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Series 2024D Bonds. No Bonds may be issued under the provisions of this 2024D Indenture except in accordance with this Article. The principal amount of the Series 2024D Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to $__________. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 2024D Bonds. The Series 2024D Bonds shall be designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax)." The Series 2024D Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of ____________ Dollars ($_______) and integral multiples thereof, and shall be lettered and numbered R-1 and upward. Interest on the Series 2024D Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date next preceding the date of payment of such defaulted interest. The Special Record Date shall be the date established by the Trustee for the payment of defaulted interest. The Series 2024D Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2024D Bonds shall be payable on each February 1 and August 1, commencing on A __________ __, 202__.

[The Series 2024D Bonds shall mature on the dates set forth below, beginning on __________ __, 202__ and ending on __________ __, 20___ in the amounts with interest at the rates set forth below:

Maturity Date	Amount	Interest Rate

T – Denotes Term Bond

The Series 2024D Bonds maturing on __________ __, 202__, shall be the "Term Bonds" and the Term Bonds shall be subject to mandatory sinking fund redemption as set forth in Section 5.1(c).]

The Series 2024D Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however that if, as shown by the records of the Trustee, interest on the Series 2024D Bonds shall be in default, Series 2024D Bonds issued in exchange for Series 2024D Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2024D Bonds or, if no interest has been paid on the Series 2024D Bonds, from the date of issuance and delivery of the Series 2024D Bonds. Series 2024D Bonds authenticated on or prior to ________ 15, 2024 shall bear interest from the date of delivery of the Series 2024D Bonds.

Section 2.3. Payment on Bonds. The interest on the Series 2024D Bonds shall be payable by check or draft mailed one business day prior to the interest payment date, or by wire transfer of immediately available funds on the interest payment date to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Paying Agent at least five (5) business days prior to the applicable interest payment date, to the person in whose name each Series 2024D Bond is registered on the first day of the month of such interest payment date. The principal of the Series 2024D Bonds shall be payable in lawful money of the United States of America, at the corporate trust office of the Paying Agent in Indianapolis, Indiana or by wire transfer of immediately available funds to a registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount who requests the same in writing to the Trustee at least five (5) business days prior to the applicable principal payment date.

Section 2.4. Execution; Limited Obligation. The Series 2024D Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor of the Issuer and attested with the manual or the facsimile signature of the Controller of the Issuer and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Series 2024D Bonds. If any officer whose signature or facsimile signature shall appear on the Series 2024D Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Series 2024D Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 2024D Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of the funds and accounts held under the Indenture, the Lease Rentals and the payments to be made on the Series 2024D Note issued under the 2024D Loan Agreement pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 2024D Bond. The Series 2024D Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 2024D Bonds. No covenant or agreement contained in the Series 2024D Bonds or the Indenture shall be deemed to be a covenant or agreement of any

member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Commission, the Redevelopment Commission, the Borrower, or the Issuer executing the Series 2024D Bonds shall be liable personally on the Series 2024D Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2024D Bonds.

Section 2.5. Authentication. No Series 2024D Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this 2024D Indenture unless and until the certificate of authentication on such Series 2024D Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Series 2024D Bond has been authenticated and delivered under this 2024D Indenture. The Trustee's certificate of authentication on any Series 2024D Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Series 2024D Bonds issued hereunder.

Section 2.6. Form of Bonds. The Bonds issued under this 2024D Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this 2024D Indenture or deemed necessary by the Trustee.

Section 2.7. Delivery of Series 2024D Bonds. Upon the execution and delivery of this 2024D Indenture, the Issuer shall execute and deliver to the Trustee the Series 2024D Bonds in the aggregate principal amount of $__________. The Trustee shall authenticate such Bonds and deliver them to the purchasers thereof upon receipt of:

(a) A copy, duly certified by the Clerk of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the 2024D Loan Agreement and this 2024D Indenture and the issuance of the Series 2024D Bonds.

(b) Executed counterparts of the 2024D Loan Agreement, the Indenture, and the Leases.

(c) The Series 2024D Note in the same principal amount as the principal amount of the Series 2024D Bonds, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(d) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 2024D Bonds in the principal amount of $__________ to the purchasers thereof.

The proceeds of the Series 2024D Bonds, less any underwriter's discount, shall be paid over to the Trustee and deposited to the credit of various Funds and Accounts as hereinafter provided under Section 3.1 hereof.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds in addition to the Series 2024D Bonds ("Additional Bonds"), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding all or a portion of one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, and (ii) financing the cost or estimated cost of completing the Project or of acquiring and/or constructing additional improvements to the Project, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any. Each series of Additional Bonds issued hereunder shall be equal in aggregate principal amount to the principal amount of the additional Note being then currently issued.

Prior to the delivery by the Issuer of any such Additional Bonds there shall be filed with the Trustee:

(a) A supplement to this 2024D Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof, pledging and assigning the Additional Note being then currently issued as security therefor and providing for the disposition of the proceeds of the sale thereof.

(b) The supplement or amendment to the 2024D Loan Agreement and the other instruments, documents, certificates, and opinions referred to in Section 7.1 of the 2024D Loan Agreement.

(c) The Additional Note being then concurrently issued, made payable to the order of the Issuer, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(d) If necessary, a supplement or amendment to the Lease.

(e) A report or a certificate prepared by an independent certified public accountant or an independent financial advisor selected by the Issuer supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the Series 2024D Bonds, from Lease Rentals pursuant to the Leases.

(f) A copy, duly certified by the Clerk of the Issuer, of the Bond Ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the 2024D Loan Agreement and the issuance of such Additional Bonds.

(g) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

(h) An opinion of bond counsel to the effect that (i) such supplement to this 2024D Indenture has been duly executed by the Issuer and constitutes the valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms; and (ii) the Additional Bonds have been duly and validly authorized and issued by the Issuer and constitute the valid and binding limited obligations of the Issuer enforceable against the Issuer in accordance with their terms. The opinion of bond counsel may be qualified as to such matters as are acceptable to the Issuer and the Trustee, and include, without limitation, customary exceptions as to bankruptcy, insolvency and other laws affecting creditors' rights generally and customary exceptions as to principles of equity.

(i) An opinion of an independent public accountant, supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the Series 2024D Bonds from Lease Rentals pursuant to the Leases.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this 2024D Indenture and shall be equally and ratably payable from all Notes issued under the 2024D Loan Agreement, but such Additional Bonds may bear such date or dates, such interest rate or rates, and with such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Borrower, and the purchaser of such Additional Bonds.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Series 2024D Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 2024D Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2024D Bond, such mutilated Series 2024D Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 2024D Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Series 2024D Bond shall have matured, instead of issuing a duplicate Series 2024D Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 2024D Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Series 2024D Bond with their reasonable fees and expenses in this connection. Any Series 2024D Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 2024D Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Series 2024D Bonds; Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2024D Bonds as provided in this 2024D Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 2024D Bond at the corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 2024D Bond or Series 2024D Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 2024D Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2024D Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 2024D Bond during the period between the Record Date and any interest payment date of such Series 2024D Bond, nor to transfer or exchange any Series 2024D Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Series 2024D Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.11. Book-Entry System. The Issuer has determined that the Bonds may be held by a central depository system pursuant to an agreement between the Issuer and The Depository Trust Company, and have transfers of the Bonds effected by book-entry on the books of the central depository system. The Bonds shall be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company.

Notwithstanding any other provision hereof to the contrary, so long as any Series 2024D Bond is registered in the name of CEDE & CO. as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such 2024D Bond and all notices with respect to such Series 2024D Bond shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Issuer to the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Paying Agent in the name of CEDE & CO., as nominee of The Depository Trust Company, the Issuer and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner"), of the Bonds with respect to (i) the accuracy of the records of The Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than The Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Issuer to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to the Indenture. The Issuer and the Registrar and Paying Agent may treat as and deem The Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to Bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by Bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of The Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Issuer's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by The Depository Trust Company to the Issuer of written notice to the effect that The Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this 2024D Indenture shall refer to such new nominee of The Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO. as nominee of The Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to The Depository Trust Company as provided in a representation letter from the Issuer to The Depository Trust Company.

Upon receipt by the Issuer of written notice from The Depository Trust Company to the effect that The Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of The Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Issuer kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company, but may be registered in whatever name or names the Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of the Indenture.

If the Issuer determines that it is in the best interest of the Bondholders that they be able to obtain certificates for the fully registered Bonds, the Issuer may notify The Depository Trust Company and the Registrar, whereupon The Depository Trust Company will notify the Beneficial Owners of the availability through The Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by The Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever The Depository Trust Company requests the Issuer and the Registrar to do so, the Registrar and the Issuer will cooperate with The Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of a depository trust company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Issuer indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give The Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of The Depository Trust Company or CEDE & CO. or any substitute nominee, the Issuer and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from The Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and The Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the Bondholders for purposes of this 2024D Indenture and the Issuer and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the Bondholders. Along with any such certificate or representation, the Registrar may request The Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

If the Book Entry System is no longer in effect, registered owners of Bonds may, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, exchange a Bond or Bonds for a Bond or Bonds of equal aggregate principal amount of the same maturity and interest rate of any authorized denominations. For every exchange or transfer of Bonds, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Trustee incurred in connection therewith (except any applicable tax, fee or other governmental charge) shall be paid by the Issuer. The Trustee shall not be obliged to make any transfer or exchange of any Bond called for redemption within thirty days of the redemption date.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 2024D BONDS PROCEEDS

Section 3.1. Deposit of Funds. The Issuer shall deposit with the Trustee [in the Debt Service Reserve Fund proceeds from the sale of the Series 2024D Bonds, less any underwriter's discount, in an amount equal to $________. After making such deposit in the Debt Service Reserve Fund, the Issuer shall deposit with the Trustee] in the Construction Account of the Construction Fund all remaining proceeds from the sale of the Series 2024D Bonds, [less any underwriter's discount,] in an amount equal to $________.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this 2024D Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. 2024D Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "2024D Bond Fund." Money in the 2024D Bond Fund shall be applied as provided in this Section 4.2.

In addition, there shall be deposited in the 2024D Bond Fund, as and when received, (i) all payments received pursuant to the Notes, including the required deposits of Lease Rentals pursuant to Section 4.5 hereof; (ii) all payments specified in Section 3.2 of the 2024D Loan Agreement; (iii) any amount remaining in the Construction Fund to be transferred to the 2024D Bond Fund pursuant to the Indenture upon acceleration of the maturity of the Series 2024D Bonds; (iv) all interest and other income derived from investments of 2024D Bond Fund moneys as provided herein; and (vi) all other moneys received by the Trustee under and pursuant to any of the provisions of the 2024D Loan Agreement which are required or which are accompanied by directions that such moneys are to be paid into the 2024D Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the 2024D Bond Fund for its account, sufficient sums from revenues and receipts derived from the Notes and the 2024D Loan Agreement, including the Lease Rentals, promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the 2024D Bond Fund, funds from any source other than receipts derived from the Notes, the 2024D Loan Agreement, and the Lease Rentals.

The Borrower shall immediately upon receipt transfer the Lease Rentals to the Trustee as set forth in Section 4.5. The Trustee is hereby directed to deposit into the 2024D Bond Fund from each Lease Rental Payment, an amount equal to the lesser of the following: (a) all of such rental payment; or (b) an amount which equals the sum of the principal and interest on the Bonds due on, before or within twenty (20) days after the date such Lease Rental Payment becomes due. Any portion of a rental payment remaining after such deposit shall be deposited by the Trustee in the Operation Fund.

Moneys in the 2024D Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity, redemption or upon acceleration. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such interest will be paid as it becomes due.

Section 4.3. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Construction Fund shall consist of the the Construction Account.

(a) Moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee to or upon the order of the Borrower to pay for the Financed Project Costs. Upon receipt by the Trustee of a written request in the form attached hereto as Exhibit A signed by an Authorized Borrower Representative:

(1) stating that the costs of an aggregate amount set forth in such written request have been made or incurred and were necessary for the construction of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Financed Project Costs;

(2) stating that no part of the said costs was included in any written request previously filed with the Trustee under the provisions hereof;

(3) stating a recap of payees and the amount paid; and

(4) stating that such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Once all funds are paid out of the Construction Account, the Construction Account shall be closed.

Section 4.4. [2024D Debt Service Reserve Fund. The Trustee shall establish and maintain, so long as any of the Series 2024D Bonds are outstanding, a separate fund to be known as the "Series 2024D Bonds Debt Service Reserve Fund." Money in the Series 2024D Debt Service Reserve Fund shall be applied as provided in this Section 4.4.

The Trustee shall deposit in the Series 2024D Debt Service Reserve Fund all moneys required to be deposited therein pursuant to this 2024D Indenture. The Trustee shall maintain the Series 2024D Debt Service Reserve Fund and shall disburse the funds held in the Series 2024D Debt Service Reserve Fund solely for the payment of interest on and principal of the Series 2024D Bonds, and only if moneys in the 2024D Bond Fund are insufficient to pay principal of and interest on the Series 2024D Bonds after making all the transfers thereto required to be made from the Operation Fund. If moneys in the Series 2024D Debt Service Reserve Fund are used to pay principal of or interest on any Series 2024D Bonds, the depletion of the balance in the Series 2024D Debt Service Reserve Fund shall be restored from Lease Rentals pursuant to the terms of the Lease and after all deposits have been made as required by Section 4.2 hereof. If moneys in the Series 2024D Debt Service Reserve Fund shall exceed the Series 2024D Debt Service Reserve Requirement, such excess shall be transferred at least semiannually to the 2024D Bond Fund. Such valuation of the Series 2024D Debt Service Reserve Requirement shall be made using market value as of each January and July 1st beginning January 1, 2025.

Notwithstanding the foregoing, the Issuer may satisfy the Series 2024D Debt Service Reserve Requirement by purchasing a Series 2024D Reserve Fund Credit Facility and causing such instrument to be deposited into the Series 2024D Debt Service Reserve Fund for the benefit of the holders of the Series 2024D Bonds. If such deposit causes the Series 2024D Debt Service Reserve Fund balance to be equal to the Series 2024D Debt Service Reserve Requirement, moneys in the Series 2024D Debt Service Reserve Fund which cause its balance to be in excess of the Series 2024D Debt Service Reserve Requirement shall be moved in accordance with this Section 4.4, subject to the satisfaction of any Reserve Fund Reimbursement Obligations from such excess as provided below. If a disbursement is made pursuant to the Series 2024D Reserve Fund Credit Facility, the Issuer shall be obligated (but solely from the Trust Estate), within twelve (12) months from the date on which such disbursement was made, to cure such deficiency by (i) reinstating the maximum limits of such Series 2024D Reserve Fund Credit Facility or (ii) depositing cash into the Series 2024D Debt Service Reserve Fund, or a combination of such alternatives, so that the balance of the Series 2024D Debt Service Reserve Fund equals the Series 2024D Debt Service Reserve Requirement. The Trustee shall include in the total amount held in the Series 2024D Debt Service Reserve Fund an amount equal to the maximum amount which could be drawn by the Trustee under the Series 2024D Reserve Fund Credit Facility then on deposit with the Trustee. Amounts required to be deposited in the Series 2024D Debt Service Reserve Fund shall include any amount required to satisfy a Reserve Fund Reimbursement Obligation for the Series 2024D Reserve Fund Credit Facility. The Trustee is hereby authorized to move to the Series 2024D Debt Service Reserve Fund the amounts required to satisfy any Reserve Fund Reimbursement Obligation to any Credit Provider with respect to the Series 2024D Reserve Fund Credit Facility.

Notwithstanding anything herein to the contrary, amounts on deposit in the Series 2024D Debt Service Reserve Fund shall be applied solely to the payment of debt service on the Series 2024D Bonds.]

Section 4.5. Lease Rentals. On or before each January 15 and July 15, commencing on July 15, 2024, the Borrower shall transfer the Lease Rentals received by the Borrower on or before such January 15 or July 15 to the Trustee, who shall deposit such Lease Rentals in the 2024D Bond Fund for the payment of the Series 2024D Bonds on the next Interest Payment Date. The transfers to the 2024D Bond Fund shall serve as a credit against the Borrower's obligations under the Series 2024D Note and the 2024D Loan Agreement with respect to the Series 2024D Bonds.

Section 4.6. Operation Fund. There is hereby established and created a fund designated as the Operation Fund. The Operation Fund shall be used only to pay necessary incidental expenses of the Issuer (e.g. Trustee's fees, including Annual Fees, required audits, attorney's fees, appraisals, meetings, expenses incurred in connection with any continuing disclosure obligations of the Issuer or the Borrower in relation to the Bonds), the payment of principal of and interest on the Bonds upon redemption as authorized in Article V hereof or the purchase price of Bonds purchased as authorized by Section 4.7 hereof, and if the amount in the 2024D Bond Fund at any time is less than the required amount, the Trustee shall, without any further authorization, transfer funds from the Operation Fund to the 2024D Bond Fund in an amount sufficient to raise the amount in the 2024D Bond Fund to the required amount. Such action by the Trustee shall not constitute a waiver of any other right or remedy the Trustee may have under this 2024D Indenture. Incidental expenses shall be paid by the Trustee upon the presentation of an affidavit executed by an Authorized Issuer Representative stating the character of the expenditure, the amount thereof and to whom due, together with the statement of the creditor as to the amount owing, except for the payment of Trustee's fees which requires no such affidavit from an Authorized Issuer Representative.

Notwithstanding anything herein to the contrary, upon receipt by the Trustee of a Request for Release of Funds, as defined below, the Trustee shall as soon thereafter as practical release to the Issuer funds in the Operation Fund in accord with such Request for Release of Funds. For these purposes, a "Request for Release of Funds" means a written request made by the Issuer which (i) is signed by an Authorized Issuer Representative, (ii) sets forth the amount requested to be released from the Operation Fund to the Issuer, and (iii) includes a statement, accompanied by supporting schedules prepared by an accountant or firm of accountants which verify the statement, that the balance to be held in the Operation Fund immediately after such amount is released to the Issuer is expected to be sufficient to meet the known and anticipated payments and transfers to be satisfied from the Operation Fund in the then next succeeding eighteen months. The supporting schedules shall identify with particularity the anticipated sources and applications of funds. The statement and supporting schedules required by clause (iii) above shall not include anticipated investment earnings based on assumptions about reinvestment rates, but may include known investment earnings scheduled to be received on then current investments, and shall include any known or anticipated gain or loss from the disposition of investments. Notwithstanding the foregoing provisions of this paragraph, the Trustee shall not so release funds from the Operation Fund to the Issuer during any time that there exists an uncured or unwaived event of default hereunder (as defined in Article VII), or an event which with notice or lapse of time or both would become such an event of default, or if the Trustee determines, which determination may be in reliance upon an Opinion of Counsel, that the information set forth in the Request for Release of Funds (including the supporting schedules) is not reasonably consistent with the books and records of the Trustee or is otherwise not accurate or appropriate.

Section 4.7. Redemption and Purchase of Bonds. Whenever the amounts contained in the 2024D Bond Fund and Operation Fund are sufficient, together with any other funds deposited with the Trustee by the Issuer, to redeem, upon the next redemption date, all Bonds secured thereby then outstanding, the Trustee shall apply the amounts in such Funds to the redemption of such Bonds pursuant to Article V hereof. At the written request of an Authorized Issuer Representative delivered to the Trustee, the Trustee may remove funds from the Operation Fund to be used for the redemption of Bonds, or for the purchase of Bonds.

Section 4.8. Trust Funds. All moneys and securities received by the Trustee under the provisions of this 2024D Indenture, shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Borrower. Such moneys shall be held in trust and applied in accordance with the provisions of this 2024D Indenture.

Section 4.9. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 2024D BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. (a) [The Issuer shall have the right, at its option, to redeem, according to the procedure hereinafter provided, the Series 2024D Bonds maturing on or after $________, in whole or in part, in any order of maturity or maturities selected by the Issuer and by lot within any maturity, on any date not earlier than $________, at face value, plus interest accrued to the date fixed for redemption and without premium.

(b) The Series 2024D Bonds are subject to extraordinary redemption prior to maturity, without premium, from proceeds of condemnation in certain circumstances as described in Section 6.9 and 6.10 hereof.

(c) The Series 2024D Bonds maturing on _________ ___, 20___, are subject to mandatory sinking fund redemption prior to maturity on the dates shown below, plus accrued interest and without premium:

Date	Amount

* Final Maturity

(d) The Trustee shall credit against the mandatory sinking fund requirement for any Term Bonds, and corresponding mandatory sinking fund redemption obligation, in the order determined by the Issuer, any such Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory sinking fund redemption requirement) or delivered to the Trustee, the Registrar or the Paying Agent for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited on future redemption obligations and the principal amount of Term Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee, the Registrar or the Paying Agent shall only credit such Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory sinking fund redemption date stated above.]

Section 5.2. Notice to Trustee. To evidence its intention to exercise the right of redemption of any Series 2024D Bonds, the Issuer shall, not less than forty-five (45) days prior to the date selected for redemption, file with the Trustee written notice of its intention to redeem, designating the date fixed for redemption, and if less than all of the outstanding Series 2024D Bonds are to be redeemed stating the aggregate principal amount of Bonds which the Issuer desires to redeem. No failure or defect in such notice by the Issuer to the Trustee shall affect the validity of the redemption of any Series 2024D Bonds.

Section 5.3. Notice to Bondholders. In the case of redemption of Series 2024D Bonds pursuant to Section 5.1 hereof, unless waived by the Registered Owners of the Series 2024D Bonds to be redeemed, notice of the call for any such redemption identifying the Series 2024D Bonds, or portions of fully registered Series 2024D Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Series 2024D Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number and in the event of a partial redemption, the Series 2024D Bond numbers and called amounts of each Series 2024D Bond, the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 2024D Bond shall not affect the validity of any proceedings for the redemption of other Series 2024D Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 2024D Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this 2024D Indenture and shall not be deemed to be outstanding under the provisions of this 2024D Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Notice of any redemption hereunder required to be given to the Owners with respect to the Series 2024D Bonds held under a book-entry system shall be given by the Trustee only to the Depository, or its nominee, as the Holder of such Series 2024D Bonds.

Section 5.4. Cancellation. All Series 2024D Bonds which have been redeemed in whole shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued in accordance with the Trustee's destruction policy then in effect.

Section 5.5. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 2024D Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 2024D Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Series 2024D Bond until such Series 2024D Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed Series 2024D Bond.

Section 5.6. Partial Redemption of Bonds. If fewer than all of the Series 2024D Bonds at the time outstanding are to be called for redemption, the maturities of Series 2024D Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Borrower. If fewer than all of the Series 2024D Bonds within a maturity are to be redeemed, the Trustee shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the Series 2024D Bonds or portions of Series 2024 Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2024D Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 2024D Bonds or portions thereof shall be redeemed only in the minimum principal amount of $5,000 or integral multiples thereof.

If less than the entire principal amount of any registered Series 2024D Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the Owner of such registered Series 2024D Bond shall forthwith surrender such Series 2024D Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Series 2024D Bond or Series 2024D Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 2024D Bond, which shall be issued without charge therefor; provided that so long as the Series 2024D Bonds are held in a Book-Entry-System with a depository, any such Series 2024D Bonds called for partial redemption do not need to be presented for payment of principal.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this 2024D Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the trust estate consisting of the funds and accounts held under this 2024D Indenture, the Lease Rentals, and the payments to be made on the Note which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this 2024D Indenture should be considered as pledging any other funds or assets of the Issuer. **The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of the funds and accounts held under this 2024D Indenture, the Lease Rentals and the payments to be made on the Notes issued under the 2024D Loan Agreement pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this 2024D Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer in his or her individual capacity, no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission, the Borrower, or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.**

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this 2024D Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this 2024D Indenture, and to pledge and assign the Series 2024D Note, pledge and assign the Lease Rentals, and assign the 2024D Loan Agreement 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 2024D Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer represents that at the time of the pledge and assignment thereof it will lawfully own the Series 2024D Note and that such pledge and assignment and the assignment of the 2024D Loan Agreement to the Trustee hereby made will be valid and lawful. The Issuer covenants that it will defend the title to the Series 2024D Note and its interest in the 2024D Loan Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Series 2024D Note, the 2024D Loan Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 6.4. Filing of Indenture, 2024D Loan Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Borrower, shall cause this 2024D Indenture, the 2024D Loan Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto. The expenses related to the filing of any continuation of a financing statement shall be paid by the Borrower.

Section 6.5. Leased Premises. The Issuer covenants that it will cause the Borrower to maintain, or cause to maintained, the Leased Premises in good working condition for the uses for which the Leased Premises are intended.

Section 6.6. List of Bondholders. The Trustee will keep on file at the corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Borrower or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under 2024D Loan Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the 2024D Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.7 of the 2024D Loan Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited. In the absence of written direction from the Borrower, moneys held by the Trustee shall be invested in the ______________________________.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this 2024D Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall be repaid by the Paying Agent to the Borrower and thereafter Bondholders shall be entitled to look only to the Borrower for payment, and then only to the extent of the amount so repaid, and the Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 6.10. Insurance on Leased Premises. Pursuant to Section 3.3 of the 2024D Loan Agreement, the Borrower covenants that it will maintain or cause to be maintained certain insurance with respect to the Leased Premises. In case the Borrower at any time refuses, neglects, or fails to obtain certificates of insurance or to effect the insurance as set forth above, the Trustee may, in its discretion, procure such certificates or insurance, and all moneys paid by the Trustee for such certificates or insurance, together with interest thereon at the highest rate of interest on any of the Bonds when sold, whether or not then outstanding, shall be repaid by the Borrower upon demand, and shall constitute an additional indebtedness of the Borrower secured by the lien of this 2024D Indenture, prior and paramount to the lien hereunder of said Bonds and interest thereon. The Trustee may require, as a condition of procuring such insurance full indemnification against the expense thereof and full payment of the means therefor.

Section 6.11. Condemnation. (a) In the event all or part of the Leased Premises is taken by exercise of the power of eminent domain, the Borrower shall apply the net proceeds of any condemnation award to the replacement or reconstruction of the Leased Premises.

(b) In the event the Borrower does not commence to replace or reconstruct the Leased Premises as contemplated by the Leases, within ninety (90) days from the date of entry of a final order in any eminent domain proceeding, or the Borrower, having commenced such work of replacement or reconstruction, abandons or fails diligently to prosecute the same, the Trustee may, if provided indemnification satisfactory to the Trustee together with the written direction from the Requisite Bondholders, make or complete such repairs, replacements or reconstructions, and if it shall elect to do so, may enter upon said premises to any extent necessary for the accomplishment of such purposes, provided, nothing contained herein shall obligate the Trustee to make or complete any such replacements or reconstructions, and provided further, the Trustee may not make or complete such replacements or reconstructions if the Issuer has instructed the Borrower not to undertake such work in accordance with the Leases.

(c) In case the Borrower fails or refuses to proceed forthwith in good faith with the replacement or reconstruction of the Leased Premises which has been taken by eminent domain, and such negligence, failure or refusal continues for one hundred twenty (120) days, upon receipt of the eminent domain award proceeds, the Trustee shall (unless the Trustee proceeds to make the replacements or reconstructions as above provided) apply such proceeds in the following manner:

(i) If the proceeds are sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the redemption of such Bonds at any time, in the manner provided in Article IV of this 2024D Indenture but without premium or penalty and without regard to whether the Bonds are then subject to optional redemption, and with the same force and effect as if such redemption had been made at the option of the Borrower.

(ii) If the proceeds are not sufficient to redeem all of the then outstanding Bonds, the Trustee shall apply the proceeds to the partial redemption of outstanding Bonds at any time, without premium or penalty and without regard to whether the Bonds are then subject to optional redemption.

Any redemption of the Bonds shall be accomplished such that the Lease Rentals received from the remaining Leased Premises which have not been so taken by eminent domain shall be sufficient to pay the principal of and interest on the Bonds which have not been redeemed pursuant to this Section 6.11(c), as certified in writing to the Trustee by an Authorized Issuer Representative and Authorized Borrower Representative.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an "event of default," that is to say, if:

(a) payment of any principal or interest payable on the Bonds shall not be made when the same is due and payable, whether at the stated maturity thereof, or upon proceedings for the redemption thereof, or upon the maturity thereof by acceleration as hereinafter provided; or

(b) any event of default as defined in Section 5.1 of the 2024D Loan Agreement shall occur and be continuing; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this 2024D Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for sixty (60) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Borrower by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(d) the Issuer shall fail to apply collected Lease Rentals as required by Article IV of this 2024D Indenture.

Section 7.2. Acceleration. Upon the happening of any event of default specified in Section 7.1 and the continuance of the same for the period, if any, specified in that Section, the Trustee, by notice in writing delivered to the Issuer and the Borrower, shall declare the entire unpaid principal amount of the Bonds then outstanding, and the interest accrued thereon, to be immediately due and payable. The Redevelopment Commission's obligation to pay Lease Rentals shall not be subject to acceleration.

Section 7.3. Remedies; Rights of Bondholders.

(a) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Borrower under the 2024D Loan Agreement, the Notes and any additional notes.

(b) Upon the occurrence of an event of default, and if directed so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

(c) No remedy by the terms of this 2024D Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(e) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this 2024D Indenture to the contrary notwithstanding, Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this 2024D 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 this 2024D Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the 2024D Bond Fund and all moneys in the 2024D Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the due date 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 discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if 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 2024D Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to the Borrower or its successors or assigns, upon the written request of the Borrower, or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

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 funds, 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 holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this 2024D 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 proceedings 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 holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this 2024D Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and Requisite Bondholders shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this 2024D Indenture, and to any action or cause of action for the enforcement of this 2024D Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this 2024D 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, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this 2024D Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this 2024D Indenture by the appointment of a receiver, or otherwise, 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 Borrower and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. The Trustee may in its discretion waive and shall at the written direction of the Requisite Bondholders, waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest 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 default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders 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. In taking any actions hereunder, the Trustee shall be entitled to indemnity satisfactory to it from the holders of the Bonds.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this 2024D Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this 2024D Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Borrower). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this 2024D Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Borrower under the 2024D Loan Agreement; but the Trustee may require of the Issuer or the Borrower full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the 2024D Loan Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this 2024D Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this 2024D Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Borrower by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Borrower under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Borrower as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this 2024D Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this 2024D Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this 2024D Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this 2024D Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 the Trustee may require that a satisfactory indemnity bond be furnished 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 its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this 2024D Indenture. Except as otherwise specifically stated in this 2024D Indenture, the Issuer shall provide at its expense any indemnity hereunder requested by the Trustee.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) If any event of default under this 2024D Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this 2024D Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services as provided herein and in the 2024D Loan Agreement. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. In the event of bankruptcy of the Issuer, any fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this 2024D Indenture to be kept at the corporate trust office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(l), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the Issuer and the Borrower and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this 2024D Indenture to be kept at the corporate trust office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Borrower may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee signed by (i) the Issuer if no event of default has occurred and is continuing unremedied or unwaived; or (ii) the Requisite Bondholders.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. If a successor Trustee has not been appointed within thirty (30) days of the notice of resignation or removal of the Trustee, the Trustee may appoint a successor or may petition a court of competent jurisdiction for the appointment of a successor, and any such action of a court shall be binding upon the parties. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars ($100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc.. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this 2024D Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent, Registrar and Transfer Agent; Resignation or Removal of Paying Agent, Registrar or Transfer Agent. The Trustee is hereby appointed "Paying Agent", "Registrar" and "Transfer Agent" under this 2024D Indenture. Any Paying Agent, Registrar or Transfer Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least sixty (60) days' written notice to the Issuer, the Borrower and the Trustee. Any Paying Agent, Registrar or Transfer Agent may be removed at any time by an instrument, filed with such Paying Agent, Registrar or Transfer Agent and the Trustee and signed by the Issuer and the Borrower. Any successor Paying Agent, Registrar or Transfer Agent shall be appointed by the Issuer at the direction of the Borrower and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least One Hundred Million Dollars ($100,000,000), willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this 2024D Indenture.

In the event of the resignation or removal of any Paying Agent, Registrar or Transfer Agent, such Paying Agent, Registrar or Transfer Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent, Registrar or Transfer Agent to its successors, or if there is no successor, to the Trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this 2024D Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this 2024D Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;

(c) To subject to this 2024D Indenture additional security, revenues, properties or collateral; or

(d) To make any other change in this 2024D Indenture which, in the judgment of the Trustee, is not to the material prejudice of the Trustee, the Borrower, the Issuer or the holders of the Bonds; or

(e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

(f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this 2024D Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this 2024D Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this 2024D Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this 2024D Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) a derivation of the Owners of any Series 2024D Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which materially affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Borrower at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE 2024D LOAN AGREEMENT

Section 10.1. Amendments, etc., to 2024D Loan Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Borrower shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the 2024D Loan Agreement as may be required (i) by the provisions of the 2024D Loan Agreement and this 2024D Indenture, including particularly amendments to the 2024D Loan Agreement relating to the issuance of additional notes, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc., to 2024D Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the 2024D Loan Agreement without the consent of the Borrower and the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. No Amendment May Alter Notes. Under no circumstances shall any amendment to the 2024D Loan Agreement alter the Notes or the payments of principal and interest thereon, without the consent of the holders of all the Bonds at the time outstanding.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Borrower under the 2024D Loan Agreement, the Notes and this 2024D Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall cancel the Notes and deliver them to the Borrower, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this 2024D Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of, interest on, or premium, if any, on the Bonds) when

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Borrower shall have performed all of their covenants and promises in the 2024D Loan Agreement, the Notes and in this 2024D Indenture; and

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Borrower, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of the State of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this 2024D Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) cash sufficient to make such payment, (2) Government Obligations, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, or (3) a combination of cash and such Government Obligations, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this 2024D Indenture, except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this 2024D Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Borrower shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Borrower, 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 Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the 2024D Bond Fund as and when realized and collected for use and application as are other moneys deposited in the 2024D Bond Fund.

Notwithstanding any provision of any other Article of this 2024D Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Government Obligations have been so set aside in trust.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this 2024D Indenture.

Section 11.3. Cancellation of Series 2024D Bonds. If the Owner of any Series 2024D Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Series 2024D Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer, or the Borrower with respect to that Series 2024D Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this 2024D Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this 2024D Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this 2024D Indenture or the 2024D Loan Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Borrower, or the directors, trustees, officers or members of the Borrower. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. 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 2024D Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken 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 certificate 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 affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust Borrower, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust Borrower or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust Borrower, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this 2024D Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this 2024D Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Borrower, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this 2024D Indenture or any covenants, conditions and provisions herein contained, this 2024D Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this 2024D Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this 2024D Indenture contained, shall not affect the remaining portions of this 2024D Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified or overnight mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024D Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the 2024D Loan Agreement.

Section 11.9. Counterparts. This 2024D Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This 2024D Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this 2024D Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this 2024D Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

Section 11.13. Reconstruction or Substitution of Leased Premises. If all or a portion of the Leased Premises shall be damaged or destroyed or subject to condemnation, the Borrower, shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Lease.

(End of Article XI)

IN WITNESS WHEREOF, the City of Fishers, Indiana, has caused these presents to be signed in its name and behalf by the Mayor of the City and its corporate seal to be hereunto affixed and attested by its Controller, and to evidence its acceptance of the trusts hereby created, ____________________ has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF FISHERS, INDIANA

By: ______________________________
Mayor

(SEAL)

Attest:

____
Controller

____________________, as Trustee

By: ______________________________
(Written Signature)

____
(Printed Signature)

Attest:

____
(Written Signature)

____
(Printed Signature)

[*Signature Page of Trust Indenture*]

EXHIBIT A

CONSTRUCTION ACCOUNT DISBURSEMENT REQUEST

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2024D (CITYVIEW SPECIAL BENEFITS TAX)

Request for Disbursement from Construction Account

Request No. ___

____
Attn: Corporate Trust Services
____
____

THE UNDERSIGNED hereby certifies that he/she is an Authorized Borrower Representative within the respective meanings of the 2024D Trust Indenture, dated as of __________ 1, 2024 (the "2024D Trust Indenture"), between the City of Fishers, Indiana and The ____________________, as trustee (the "Trustee"). Terms used in this Request and not defined in this Request are used with the meanings ascribed to such terms in the 2024D Trust Indenture.

Pursuant to Section 4.3(c) of the 2024D Trust Indenture, the Borrower hereby orders the Trustee to pay the Financed Project Costs, as described on Schedule 1 to this Request.

IN SUPPORT OF THIS REQUEST, the undersigned Authorized Borrower Representative of the Borrower certifies as follows:

1. The aggregate costs or obligations set forth in this Request (a) have been made or incurred, (b) were necessary for the construction of the Project or are Bond Issuance Costs, and (c)(i) were made or incurred in accordance with the effective construction contracts, plans and specifications or purchase contracts or (ii) are for otherwise allowable Financed Project Costs;

2. The amount(s) paid or to be paid is(are) reasonable and represent(s) a part of the amount(s) payable for the Financed Project Costs; and such payment(s) was(were) made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

3. No part of such costs or obligations was included in any written request previously filed with the Trustee under the provisions of the Trust Indenture;

4. Exhibit A to this Request is a "recap" of the vendors and the respective amounts paid or to be paid pursuant to this Request; and

5. Such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Date:__________________

FISHERS TOWN HALL BUILDING CORPORATION

By: ______________________________________

Printed: ___________________________________

Title: _____________________________________

EXHIBIT A

Payee	Purpose	Amount

DMS 22026242.7