

RESOLUTION NO. _____

RESOLUTION OF THE WHITESTOWN REDEVELOPMENT AUTHORITY APPROVING AND AUTHORIZING EXECUTION OF (I) A FIRST SUPPLEMENTAL INDENTURE AND SECOND ADDENDUM TO LEASE RELATED TO THE AUTHORITY'S LEASE RENTAL REVENUE BONDS, SERIES 2014; AND (II) A FIRST SUPPLEMENTAL INDENTURE AND SECOND ADDENDUM TO LEASE RELATED TO THE AUTHORITY'S COUNTY OPTION INCOME TAX LEASE RENTAL REVENUE BONDS, SERIES 2014

WHEREAS, on July 31, 2015, the Whitestown Redevelopment Authority (the "Authority") issued its Lease Rental Revenue Bonds, Series 2014, in the aggregate principal amount of Four Million Three Hundred Twenty Six Thousand Dollars (\$4,326,000) (the "Lease Rental Bonds"); and

WHEREAS, the Lease Rental Bonds were issued pursuant to a Trust Indenture dated as of July 1, 2014 between the Authority and Regions Bank, as Trustee (the "Lease Rental Bond Indenture"); and

WHEREAS, pursuant to the Lease Rental Bond Indenture the Authority pledged rentals to be received by the Authority from the Whitestown Redevelopment Commission (the "Commission") pursuant to a Lease dated May 14, 2014, as amended by the Addendum to Lease dated July 31, 2014, between the Authority as lessor and the Commission as lessee (collectively, the "Lease Rental Bond Lease Agreement"), to secure the Lease Rental Bonds; and

WHEREAS, certain provisions contained in the Lease Rental Bond Indenture and the Lease Rental Bond Lease Agreement regarding production of insurance policies and related requirements contained in the documents are onerous or impossible due to Indiana Department of Insurance changes; and

WHEREAS, Section 13.01 of the Lease Rental Bond Indenture and Section 8.11 of the Lease Rental Bond Lease Agreement provide for amendment of the Lease Rental Bond Indenture and the Lease Rental Bond Lease Agreement under certain circumstances, respectively; and

WHEREAS, the Authority has been presented with: (i) a form of First Supplemental Indenture amending the Lease Rental Bond Indenture (the "Lease Rental Bond Supplemental Indenture") to remove the problematic insurance provisions from the Lease Rental Bond Indenture, and (ii) a Second Addendum to Lease amending the Lease Rental Bond Lease Agreement (the "Lease Rental Bond Second Addendum") to remove the problematic insurance provisions from the Lease Rental Bond Lease Agreement; and

WHEREAS, all conditions precedent to the Authority's entry into the Lease Rental Bond Supplemental Indenture and the Lease Rental Bond Second Addendum have been satisfied, or will be satisfied prior to the Authority's entry into such agreements; and

WHEREAS, on September 10, 2014, the Authority issued its County Option Income Tax Lease Rental Revenue Bonds, Series 2014, in the aggregate principal amount of Two Million Nine Hundred Thirty Thousand Dollars (\$2,930,000) (the "COIT Bonds"); and

WHEREAS, the COIT Bonds were issued pursuant to a Trust Indenture dated as of September 1, 2014 between the Authority and Regions Bank, as Trustee (the "COIT Bond Indenture" and together with the Lease Rental Bond Indenture, the "Prior Indentures"); and

WHEREAS, pursuant to the COIT Bond Indenture the Authority pledged rentals to be received by the Authority from the Commission pursuant to a Lease dated June 25, 2014 as amended by the Addendum to Lease dated September 10, 2014, between the Authority as lessor and the Commission as lessee (collectively, the "COIT Bond Lease Agreement" and together with the Lease Rental Bond Lease Agreement, the "Original Lease Agreements"), to secure the COIT Bonds; and

WHEREAS, certain provisions contained in the COIT Bond Indenture and the COIT Bond Lease Agreement regarding production of insurance policies and related requirements contained in the documents are onerous or impossible due to Indiana Department of Insurance changes; and

WHEREAS, Section 13.01 of the COIT Bond Indenture and Section 8.11 of the COIT Bond Lease Agreement provide for amendment of the COIT Bond Indenture and the COIT Bond Lease Agreement under certain circumstances, respectively; and

WHEREAS, the Authority has been presented with: (i) a form of First Supplemental Indenture amending the COIT Bond Indenture (the "COIT Bond Supplemental Indenture") to remove the problematic insurance provisions from the COIT Bond Indenture, and (ii) a Second Addendum to Lease amending the COIT Bond Lease Agreement (the "COIT Bond Second Addendum") to remove the problematic insurance provisions from the COIT Bond Lease; and

WHEREAS, all conditions precedent to the Authority's entry into the COIT Bond Supplemental Indenture and the COIT Bond Second Addendum have been satisfied, or will be satisfied prior to the Authority's entry into such agreements; and

WHEREAS, it is necessary for the Authority to approve its entry into the (i) Lease Rental Bond Supplemental Indenture, (ii) the Lease Rental Bond Second Addendum, (iii) the COIT Bond Supplemental Indenture, and (iv) the COIT Bond Second Addendum, prior to the execution and delivery of such documents by the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY THAT:

1. The Authority hereby authorizes and approves the amendment of the Prior Indentures and the Original Lease Agreements for the purpose of updating the insurance provisions contained therein to conform to changes by the Indiana Department of Insurance and to remove onerous provisions

2. Subject to and in accordance with the provisions of Section 3 of this Resolution, the Lease Rental Bond Supplemental Indenture, the Lease Rental Bond Second Addendum, the COIT Bond Supplemental Indenture and the COIT Bond Second Addendum (collectively, the "Amendment Documents"), are each hereby approved substantially in the form submitted at this meeting, a copy of each of the Amendment Documents are attached hereto as Exhibit A and incorporated herein and in the minute books of the Authority.

3. The forms of each of the Amendment Documents attached hereto and approved and adopted hereby are substantially final forms, and the Authority hereby authorizes the President and Secretary to approve such changes in form or substance to such instruments and documents as may be necessary or appropriate to accomplish the purposes of this Resolution, with any such approval to be conclusively evidenced by such authorized execution of such instruments or documents.

4. The President and Secretary, together and/or individually, are hereby authorized and directed to execute any other documents and instruments as may be necessary for the amendment of the Prior Indentures and Original Leases, consistent with the terms of this Resolution.

5. This Resolution shall be effective upon passage.

APPROVED AND ADOPTED this 1st day of June, 2015 in Whitestown, Indiana.

WHITESTOWN REDEVELOPMENT AUTHORITY

Kevin Russell, President

Julie Whitman, Secretary

Eric Miller, Member

EXHIBIT A

Forms of Amendment Documents

FIRST SUPPLEMENTAL INDENTURE

by and between

WHITESTOWN REDEVELOPMENT AUTHORITY

and

REGIONS BANK,

as Trustee

Dated as of May 1, 2015

FIRST SUPPLEMENTAL INDENTURE

This First Supplemental Indenture is made and dated as of May 1, 2015 (the "First Supplemental Indenture"), by and between the WHITESTOWN REDEVELOPMENT AUTHORITY (the "Issuer"), a separate body corporate and politic, organized and existing under the laws of the State of Indiana, as an instrumentality of the Town of Whitestown, Indiana (the "Town"), to finance local public improvements for lease to the Whitestown Redevelopment Commission (the "Commission"), organized and existing under the laws of the State of Indiana, and REGIONS BANK, as trustee, an Alabama corporation organized under the laws of the State of Alabama and having a corporate trust office in Indianapolis, Indiana (the "Trustee"), which supplements a Trust Indenture dated as of July 1, 2014 (the "Trust Indenture"), under the circumstances summarized in the following recitals, and pursuant to A of the Trust Indenture. The capitalized terms not defined in the recitals and granting clauses being used herein are as defined in the Trust Indenture.

WHEREAS, the Authority and the Trustee entered into the Trust Indenture to authorize the issuance by the Authority of its Lease Rental Revenue Bonds, Series 2014, originally issued in the aggregate principal amount of Four Million Three Hundred Twenty Six Thousand Dollars (\$4,326,000) (the "2014 Bonds"); and

WHEREAS, certain provisions regarding production of insurance policies and related requirements contained in the documents are onerous or impossible due to Indiana Department of Insurance changes; and

WHEREAS, Section 13.01 of the Trust Indenture allows for supplementation of the Trust Indenture (i) to cure any ambiguity or formal defect or omission from the Trust Indenture, and (ii) for any other purpose, provided the Trustee has received an opinion of counsel that such supplement or amendment will not have a material adverse effect on the interests of the owner of the 2014 Bonds; and

WHEREAS, this First Supplemental Indenture has been authorized by a Resolution of the Board of the Issuer, and the Trustee has been provided with an opinion of Bond Counsel indicating that the changes to be effected by this First Supplemental Indenture will not have a material adverse effect on the interest of the owner of the 2014 Bonds or the tax-exempt status of the 2014 Bonds; and

WHEREAS, all things have been done which are necessary to make this First Supplemental Indenture a valid, binding supplement of the Trust Indenture.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

Granting Clauses

That the Issuer, in consideration of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the 2014 Bonds by the holder thereof, and of the sum of One Dollar (\$1.00) in lawful money of the United States of America to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds at any time issued and Outstanding under this Indenture according to their tenor and effect, and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby (on the terms herein provided and subject to the provisions hereof permitting the application of amounts held hereunder and the exercise of rights in connection with the following described property) convey, assign, mortgage, pledge, warrant and grant a security interest in and assign unto the Trustee and its respective successors in trust and their respective assigns, forever, to secure the performance of the obligations of the Issuer hereinafter set forth, all right, title and interest of the Issuer, now or hereafter acquired, in and to the following, to wit:

I.

The funds and accounts established by Article IV (except amounts held in the Rebate Fund), such funds and accounts to be used as stated in this Indenture.

II.

All right, title and interest of the Issuer in and to the Lease. However, the Issuer shall remain liable to observe and perform all of the conditions and covenants in the Lease to be observed and performed thereunder by it.

III.

All right, title and interest in and to the proceeds of the Bonds and in and to the Revenues, moneys, securities, documents, contract rights and intangibles from time to time held by the Trustee under this Indenture, except amounts held in the Rebate Fund.

IV.

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Issuer or by anyone in its behalf to the Trustee, which is hereby authorized to receive the same at any time as additional security hereunder.

V.

All property which is by the express provisions of this Indenture required or intended to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the pledge hereof by the Issuer or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder. It is further authorized to execute financing statements or other documents to perfect such pledge and assignment.

TO HAVE AND TO HOLD, all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors and assigns forever to its and their proper use and benefit;

IN TRUST, however, subject to the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of the present and future holders and owners of the Bonds, without privilege, priority or distinction as to lien or otherwise of any one of the Bonds over any other of the Bonds except as may be expressly provided herein;

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

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

(End of preamble and granting clauses)

ARTICLE I
DEFINITIONS

The terms used in this First Supplemental Indenture and not otherwise defined herein shall have the meanings assigned to them in the Trust Indenture. References to the "Indenture" herein shall be deemed to mean the Trust Indenture as supplemented and amended by this First Supplemental Indenture.

Section 1.01 of the Trust Indenture is hereby amended and supplemented to include the following definitions. In the event that any definition contained in this First Supplemental Indenture conflicts with any definition contained in the Trust Indenture, the definitions of this First Supplemental Indenture shall control.

"Independent Insurance Consultant" shall mean a firm which shall be appointed by the Issuer, Commission or the Town, which approval shall not be unreasonably withheld, and shall be qualified to survey risks and to recommend insurance coverage for the type or types of activities conducted and facilities operated by the Issuer and the Commission, and which may be a broker or agent with whom the Issuer, the Commission or the Town transacts business so long as the other qualifications set forth in this definition are satisfied.

"Lease" means the Lease by and between the Issuer, as lessor, and the Commission, as lessee, dated as of May 14, 2014, as amended by the Addendum to Lease dated July 31, 2014, the Second Addendum to Lease executed _____, 2015, and as it may be hereafter amended or supplemented.

"Second Addendum to Lease" means the Second Addendum to Lease executed _____, 2015 by and between the Issuer, as lessor and the Commission, as lessee, which Second Amendment to Lease supplements and amends the Lease.

[END OF ARTICLE I]

ARTICLE II

AMENDMENTS TO THE TRUST INDENTURE

Section 2.01. Amendments to the Trust Indenture.

(a) Section 7.02 of the Trust Indenture is hereby amended and restated as follows:

Section 7.02. Insurance Policies. (A) Any insurance policy issued pursuant to Section 7.01 shall be so written or endorsed, and any plan in substitution thereof shall be so written, as to make losses, if any, payable directly to the Trustee or to such other person or persons as the Trustee may designate. Each insurance policy provided for in Section 7.01 shall, to the extent such provisions are obtainable, contain a provision to the effect that the insurance company shall not cancel or substantially modify the same without first giving written notice thereof to the Issuer, the Commission and the Trustee at least sixty (60) days in advance of such cancellation or substantial modification. The policies of insurance may provide for such a deductible amount as is then customary and acceptable to the Issuer and the Commission. The Issuer shall cause to be delivered to the Trustee, evidence of the insurance procured pursuant to Section 7.01 in accordance with Section 6.06. Such insurance policies shall be countersigned by an agent of the insurer and a certificate evidencing such policies, shall be deposited with the Trustee.

(B) In the event that insurance policies such as those described in Section 7.01 and Article V of the Lease are not reasonably available, then the Issuer shall cause the Commission to provide either: (i) such insurance with such limits or amounts or other provisions as are then reasonably obtainable and customary for the Project; or (ii) a plan, in compliance with the law of the State, which provides protection similar to the protection required herein against the inability of the Commission to meet its liabilities pursuant to the Lease. In the case of either clause (i) or (ii) of the preceding sentence, the limits, amounts and other provisions of such insurance or plan shall be such as are recommended by an Independent Insurance Consultant, the Issuer and the Commission, who shall annually, review such policy or plan and advise the Issuer and the Trustee of changes required therein in order to adequately protect the financial position of the Issuer, and the Issuer shall be entitled to rely upon such advice to make its determination as to what is customary and reasonably obtainable or most nearly provides protection similar to that herein required.

(b) Section 7.04 of the Trust Indenture is hereby amended and restated as follows:

Section 7.04. Repair or Replacement of Project. In the event the Issuer shall not commence to repair or replace the Project so damaged or destroyed within 90 days after any such loss or damage, or if the Issuer, having commenced such work of repair or replacement, shall abandon or fail diligently to prosecute the same, the Trustee shall make or complete such repairs or replacements if requested to do so by not less than 25% in aggregate principal amount of the holders of all of the Outstanding Bonds, and may enter upon said Project to any extent necessary for the accomplishment of such purposes, but nothing herein contained shall obligate the Trustee or its agent to make or complete any such repairs or replacements unless it shall have been indemnified to its satisfaction against all loss, damage and expense which it might thereby incur and it shall be so obligated only if sufficient insurance proceeds are available for such purpose.

[END OF ARTICLE II]

ARTICLE III

MISCELLANEOUS

Section 3.01. General. Pursuant to Section 13.01 of the Trust Indenture, all the terms and conditions of this First Supplemental Indenture shall be and are deemed to be part of the terms and conditions of the Trust Indenture. In the event that any provision of this First Supplemental Indenture conflicts with any provision contained in the Trust Indenture, the provisions of this First Supplemental Indenture shall control.

Section 3.02. Counterparts. This First Supplemental 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 3.03. Reaffirmation of the Trust Indenture. Except as otherwise provided herein, all of the terms, conditions, covenants and provisions of the Trust Indenture are hereby ratified and affirmed.

(Remainder of page intentionally left blank)

(Signature Page to First Supplemental Indenture)

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its President and its corporate seal, if any, to be impressed hereon and attested by its Secretary, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf by one of its duly authorized trust officers, its official seal to be impressed hereon and attested by one of its authorized officers, all as of _____ 1, 2015, but actually on the dates hereinafter indicated.

WHITESTOWN REDEVELOPMENT AUTHORITY

By _____
President

ATTEST:

By _____
Secretary

REGIONS BANK

By _____
John Alexander, Senior Vice President

This document was prepared by Jacob A. McClellan, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204. Ph. 317-684-5154.

I, Jacob A. McClellan, affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Jacob A. McClellan

ACKNOWLEDGMENT OF ISSUER

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, the President and Secretary, respectively, of the Whitestown Redevelopment Authority, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said Issuer.

Witness my hand and official seal in the County and State aforesaid on _____, 2015.

Notary Public

Printed: _____

My Authority Expires:

My County of Residence:

ACKNOWLEDGMENT OF TRUSTEE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Alexander, Senior Vice President of Regions Bank, and severally acknowledged before me that she executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and official seal in the County and State aforesaid on _____, 2015.

Notary Public

Printed: _____

My Authority Expires:

My County of Residence:

ACKNOWLEDGEMENT AND CONSENT TO
FIRST SUPPLEMENTAL INDENTURE AND SECOND ADDENDUM TO LEASE

Capital One Public Funding, LLC as holder of 100% of the Outstanding Bonds, hereby:
(i) acknowledges receipt of the foregoing First Supplemental Indenture and of the Second Addendum to Lease; (ii) consents to the amendments to the Trust Indenture contained herein; (iii) consents to the amendments to the Lease contained in the Second Addendum to Lease; (iv) consents to the execution and delivery of this First Supplemental Indenture by the Issuer and the Trustee; and (v) consents to the execution and delivery of the Second Addendum to Lease by the Issuer and the Commission.

Dated: _____, 2015

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____

Printed: _____

Title: _____

SECOND ADDENDUM TO LEASE

This Second Addendum to Lease (the "Second Addendum to Lease") amends and supplements the Lease dated May 14, 2014 as amended by the Addendum to Lease dated July 31, 2014 (collectively, the "Lease"), between Whitestown Redevelopment Authority (the "Lessor") and the Whitestown Redevelopment Commission (the "Lessee"), relating to the leased Premises (as defined in the Lease) located in the Town of Whitestown, Indiana. All terms that are not defined herein are defined as set forth in the Lease. This Second Addendum to Lease is being entered into pursuant to Section 8.11 of the Lease and amends the Lease as set forth below.

(1) Section 5.05 of the Lease is hereby amended and restated as follows:

Section 5.05 Property Insurance. (A) The Lessee shall insure the Premises against physical damage, however caused, to the Premises, including, but not limited to, the Facilities and all equipment therein, with exceptions ordinarily required by insurers of buildings or facilities of a similar type, in an amount equal to 100% of the replacement cost thereof. On or before April 1 of each year, the Trustee shall be provided with a certificate from an Independent Insurance Consultant or the Lessee's insurance agent containing a schedule of all such policies which were in force on the first day of such year.

(B) To the extent not covered in Section 5.05(A) above, the Lessee shall insure against boiler explosion, vandalism, sprinkler leakage and malicious mischief insurance in an amount equal to 100% of the replacement cost of the Premises as determined above, with the optional liability for bodily injury coverage and a consequential damages endorsement, if available, to the extent these risks are not covered by the insurance required herein.

(2) Section 5.07 of the Lease is hereby amended and restated as follows:

Section 5.07 Additional Provisions Respecting Insurance. (A) Any insurance policy issued pursuant to Article V hereof shall be so written or endorsed, and any plan in substitution thereof shall be so written, as to make losses, if any, payable directly to the Trustee or to such other person or persons as the Trustee may designate. Each insurance policy provided for in Article V hereof shall, to the extent such provisions are obtainable, contain a provision to the effect that the insurance company shall not cancel or substantially modify the same without first giving written notice thereof to the Lessor, the Lessee and the Trustee at least sixty (60) days in advance of such cancellation or substantial modification. The policies of insurance may provide for such a deductible amount as is then customary and acceptable to the Lessor and the Lessee. The Lessee shall deliver to the Trustee and the Lessor evidence of the insurance procured under said Article by the Lessee and agrees to keep such evidence up to date. Certificates evidencing such insurance policies shall be countersigned by an agent of the insurer and shall be deposited with the Lessor and the Trustee.

(B) In the event that insurance policies such as those described in this Article are not, in the judgment of the Lessee, reasonably available, then the Lessee shall provide either: (i) such insurance with such limits or amounts or other provisions as are then reasonably obtainable and customary for the Facilities; or (ii) a plan, in compliance with the law of the State and reasonably satisfactory to the Lessor, which provides protection similar to the protection required herein against the inability of the Lessee to meet its liabilities hereunder. In the case of either clause (i) or (ii) of the preceding sentence, the limits, amounts and other provisions of such insurance or plan shall be such as are recommended by an Independent Insurance Consultant, the Lessor and the Lessee and who shall annually, review such policy or plan and advise the Lessor and the Trustee of changes required therein in order to adequately protect the financial position of the Lessor, and the Lessor shall be entitled to rely upon such advice to make its determination as to what is customary and reasonably obtainable or most nearly provides protection similar to that herein required.

This Second Addendum to Lease may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Second Addendum to Lease.

EXECUTED: _____, 2015.

WHITESTOWN REDEVELOPMENT
AUTHORITY, as Lessor

By: _____
President

ATTEST:

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, by me known to be the President and the Secretary, respectively, of the Whitestown Redevelopment Authority (the "Authority"), who acknowledged that they executed the foregoing Second Addendum to Lease as such officers in the name and on behalf of the Authority.

WITNESS my hand and official seal in the State and County aforesaid on _____, 2015.

Notary Public

Printed: _____

My Commission Expires:

My County of Residence:

Signature Page of Lessee to Second Addendum to Lease

WHITESTOWN REDEVELOPMENT
COMMISSION, as Lessee

By: _____
President

ATTEST:

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, by me known to be the President and the Secretary, respectively, of the Whitestown Redevelopment Commission (the "Commission"), who acknowledged that they executed the foregoing Second Addendum to Lease as such officers in the name of and on behalf of the Commission.

WITNESS my hand and official seal in the State and County aforesaid on _____, 2015.

Notary Public

Printed _____

My Commission Expires:

My County of Residence:

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/ Jacob A. McClellan

This document was prepared by Jacob A. McClellan, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204; 317-684-5000.

FIRST SUPPLEMENTAL INDENTURE

by and between

WHITESTOWN REDEVELOPMENT AUTHORITY

and

REGIONS BANK,

as Trustee

Dated as of _____ 1, 2015

FIRST SUPPLEMENTAL INDENTURE

This First Supplemental Indenture is made and dated as of _____ 1, 2015 (the “First Supplemental Indenture”), by and between the WHITESTOWN REDEVELOPMENT AUTHORITY (the “Issuer”), a separate body corporate and politic, organized and existing under the laws of the State of Indiana, as an instrumentality of the Town of Whitestown, Indiana (the “Town”), to finance local public improvements for lease to the Whitestown Redevelopment Commission (the “Commission”), organized and existing under the laws of the State of Indiana, and REGIONS BANK, as trustee, an Alabama corporation organized under the laws of the State of Alabama and having a corporate trust office in Indianapolis, Indiana (the “Trustee”), which supplements a Trust Indenture dated as of September 1, 2014 (the “Trust Indenture”), under the circumstances summarized in the following recitals, and pursuant to Section 13.01 of the Trust Indenture. The capitalized terms not defined in the recitals and granting clauses being used herein are as defined in the Trust Indenture.

WHEREAS, the Authority and the Trustee entered into the Trust Indenture to authorize the issuance by the Authority of its County Option Income Tax Lease Rental Revenue Bond, Series 2014, originally issued in the aggregate principal amount of Two Million Nine Hundred Thirty Thousand Dollars (\$2,930,000) (the “2014 Bond”); and

WHEREAS, certain provisions regarding production of insurance policies and related requirements contained in the documents are onerous or impossible due to Indiana Department of Insurance changes; and

WHEREAS, Section 13.01 of the Trust Indenture allows for supplementation of the Trust Indenture (i) to cure any ambiguity or formal defect or omission from the Trust Indenture, and (ii) for any purpose, provided the Trustee has received an opinion of counsel that such supplement or amendment will not have a material adverse effect on the interests of the owner of the 2014 Bond; and

WHEREAS, this First Supplemental Indenture has been authorized by a Resolution of the Board of the Issuer, and the Trustee has been provided with an opinion of Bond Counsel indicating that the changes to be effected by this First Supplemental Indenture will not have a material adverse effect on the interest of the owner of the 2014 Bond or the tax-exempt status of the 2014 Bond; and

WHEREAS, all things have been done which are necessary to make this First Supplemental Indenture a valid, binding supplement of the Trust Indenture.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

Granting Clauses

That the Issuer, in consideration of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the 2014 Bond by the holder thereof, and of the sum of One Dollar (\$1.00) in lawful money of the United States of America to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds at any time issued and Outstanding under this Indenture according to their tenor and effect, and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby (on the terms herein provided and subject to the provisions hereof permitting the application of amounts held hereunder and the exercise of rights in connection with the following described property) convey, assign, mortgage, pledge, warrant and grant a security interest in and assign unto the Trustee and its respective successors in trust and their respective assigns, forever, to secure the performance of the obligations of the Issuer hereinafter set forth, all right, title and interest of the Issuer, now or hereafter acquired, in and to the following, to wit:

I.

The funds and accounts established by Article IV (except amounts held in the Rebate Fund), such funds and accounts to be used as stated in this Indenture.

II.

All right, title and interest of the Issuer in and to the Lease. However, the Issuer shall remain liable to observe and perform all of the conditions and covenants in the Lease to be observed and performed thereunder by it.

III.

All right, title and interest in and to the proceeds of the Bonds and in and to the Revenues, moneys, securities, documents, contract rights and intangibles from time to time held by the Trustee under this Indenture, except amounts held in the Rebate Fund.

IV.

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Issuer or by anyone in its behalf to the Trustee, which is hereby authorized to receive the same at any time as additional security hereunder.

V.

All property which is by the express provisions of this Indenture required or intended to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the pledge hereof by the Issuer or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder. It is further authorized to execute financing statements or other documents to perfect such pledge and assignment.

TO HAVE AND TO HOLD, all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors and assigns forever to its and their proper use and benefit;

IN TRUST, however, subject to the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of the present and future holders and owners of the Bonds, without privilege, priority or distinction as to lien or otherwise of any one of the Bonds over any other of the Bonds except as may be expressly provided herein;

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

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

(End of preamble and granting clauses)

ARTICLE I

DEFINITIONS

The terms used in this First Supplemental Indenture and not otherwise defined herein shall have the meanings assigned to them in the Trust Indenture. References to the "Indenture" herein shall be deemed to mean the Trust Indenture as supplemented and amended by this First Supplemental Indenture.

Section 1.01 of the Trust Indenture is hereby amended and supplemented to include the following definitions. In the event that any definition contained in this First Supplemental Indenture conflicts with any definition contained in the Trust Indenture, the definitions of this First Supplemental Indenture shall control.

"Independent Insurance Consultant" shall mean a firm which shall be appointed by the Issuer, Commission or the Town, which approval shall not be unreasonably withheld, and shall be qualified to survey risks and to recommend insurance coverage for the type or types of activities conducted and facilities operated by the Issuer and the Commission, and which may be a broker or agent with whom the Issuer, the Commission or the Town transacts business so long as the other qualifications set forth in this definition are satisfied.

"Lease" means the Lease by and between the Issuer, as lessor, and the Commission, as lessee, dated as of June 25, 2014, as amended by the Addendum to Lease dated September 10, 2014, the Second Addendum to Lease executed _____, 2015, and as it may be hereafter amended or supplemented.

"Second Addendum to Lease" means the Second Addendum to Lease executed _____, 2015 by and between the Issuer, as lessor and the Commission, as lessee, which Second Amendment to Lease supplements and amends the Lease.

[END OF ARTICLE I]

ARTICLE II

AMENDMENTS TO THE TRUST INDENTURE

Section 2.01. Amendments to the Trust Indenture.

(a) Section 7.02 of the Trust Indenture is hereby amended and restated as follows:

Section 7.02. Insurance Policies. (A) Any insurance policy issued pursuant to Section 7.01 shall be so written or endorsed, and any plan in substitution thereof shall be so written, as to make losses, if any, payable directly to the Trustee or to such other person or persons as the Trustee may designate. Each insurance policy provided for in Section 7.01 shall, to the extent such provisions are obtainable, contain a provision to the effect that the insurance company shall not cancel or substantially modify the same without first giving written notice thereof to the Issuer, the Commission and the Trustee at least sixty (60) days in advance of such cancellation or substantial modification. The policies of insurance may provide for such a deductible amount as is then customary and acceptable to the Issuer and the Commission. The Issuer shall cause to be delivered to the Trustee, evidence of the insurance procured pursuant to Section 7.01 in accordance with Section 6.06. Such insurance policies shall be countersigned by an agent of the insurer and a certificate evidencing such policies, shall be deposited with the Trustee.

(B) In the event that insurance policies such as those described in Section 7.01 and Article V of the Lease are not reasonably available, then the Issuer shall cause the Commission to provide either: (i) such insurance with such limits or amounts or other provisions as are then reasonably obtainable and customary for the Project; or (ii) a plan, in compliance with the law of the State, which provides protection similar to the protection required herein against the inability of the Commission to meet its liabilities pursuant to the Lease. In the case of either clause (i) or (ii) of the preceding sentence, the limits, amounts and other provisions of such insurance or plan shall be such as are recommended by an Independent Insurance Consultant, the Issuer and the Commission, who shall annually, review such policy or plan and advise the Issuer and the Trustee of changes required therein in order to adequately protect the financial position of the Issuer, and the Issuer shall be entitled to rely upon such advice to make its determination as to what is customary and reasonably obtainable or most nearly provides protection similar to that herein required.

(b) Section 7.04 of the Trust Indenture is hereby amended and restated as follows:

Section 7.04. Repair or Replacement of Project. In the event the Issuer shall not commence to repair or replace the Project so damaged or destroyed within 90 days after any such loss or damage, or if the Issuer, having commenced such work of repair or replacement, shall abandon or fail diligently to prosecute the same, the Trustee shall make or complete such repairs or replacements if requested to do so by not less than 25% in aggregate principal amount of the holders of all of the Outstanding Bonds, and may enter upon said Project to any extent necessary for the accomplishment of such purposes, but nothing herein contained shall obligate the Trustee or its agent to make or complete any such repairs or replacements unless it shall have been indemnified to its satisfaction against all loss, damage and expense which it might thereby incur and it shall be so obligated only if sufficient insurance proceeds are available for such purpose.

[END OF ARTICLE II]

ARTICLE III

MISCELLANEOUS

Section 3.01. General. Pursuant to Section 13.01 of the Trust Indenture, all the terms and conditions of this First Supplemental Indenture shall be and are deemed to be part of the terms and conditions of the Trust Indenture. In the event that any provision of this First Supplemental Indenture conflicts with any provision contained in the Trust Indenture, the provisions of this First Supplemental Indenture shall control.

Section 3.02. Counterparts. This First Supplemental 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 3.03. Reaffirmation of the Trust Indenture. Except as otherwise provided herein, all of the terms, conditions, covenants and provisions of the Trust Indenture are hereby ratified and affirmed.

(Remainder of page intentionally left blank)

(Signature Page to First Supplemental Indenture)

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its President and its corporate seal, if any, to be impressed hereon and attested by its Secretary, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf by one of its duly authorized trust officers, its official seal to be impressed hereon and attested by one of its authorized officers, all as of _____ 1, 2015, but actually on the dates hereinafter indicated.

WHITESTOWN REDEVELOPMENT AUTHORITY

By _____
President

ATTEST:

By _____
Secretary

REGIONS BANK

By _____
John Alexander, Senior Vice President

This document was prepared by Jacob A. McClellan, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204. Ph. 317-684-5154.

I, Jacob A. McClellan, affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Jacob A. McClellan

ACKNOWLEDGMENT OF ISSUER

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, the President and Secretary, respectively, of the Whitestown Redevelopment Authority, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said Issuer.

Witness my hand and official seal in the County and State aforesaid on _____, 2015.

Notary Public

Printed: _____

My Authority Expires:

My County of Residence:

ACKNOWLEDGMENT OF TRUSTEE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Alexander, Senior Vice President of Regions Bank, and severally acknowledged before me that she executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and official seal in the County and State aforesaid on _____,
2015.

Notary Public

Printed: _____

My Authority Expires:

My County of Residence:

ACKNOWLEDGEMENT AND CONSENT TO
FIRST SUPPLEMENTAL INDENTURE AND SECOND ADDENDUM TO LEASE

Capital One Public Funding, LLC as holder of 100% of the Outstanding Bonds, hereby:
(i) acknowledges receipt of the foregoing First Supplemental Indenture and of the Second Addendum to Lease; (ii) consents to the amendments to the Trust Indenture contained herein; (iii) consents to the amendments to the Lease contained in the Second Addendum to Lease; (iv) consents to the execution and delivery of this First Supplemental Indenture by the Issuer and the Trustee; and (v) consents to the execution and delivery of the Second Addendum to Lease by the Issuer and the Commission.

Dated: _____, 2015

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____

Printed: _____

Title: _____

SECOND ADDENDUM TO LEASE

This Second Addendum to Lease (the "Second Addendum to Lease") amends and supplements the Lease dated June 25, 2014 as amended by the Addendum to Lease dated September 10, 2014 (collectively, the "Lease"), between Whitestown Redevelopment Authority (the "Lessor") and the Whitestown Redevelopment Commission (the "Lessee"), relating to the leased Premises (as defined in the Lease) located in the Town of Whitestown, Indiana. All terms that are not defined herein are defined as set forth in the Lease. This Second Addendum to Lease is being entered into pursuant to Section 8.11 of the Lease and amends the Lease as set forth below.

- (1) Section 5.05 of the Lease is hereby amended and restated as follows:

Section 5.05 Property Insurance. (A) The Lessee shall insure the Premises against physical damage, however caused, to the Premises, including, but not limited to, the Facilities and all equipment therein, with exceptions ordinarily required by insurers of buildings or facilities of a similar type, in an amount equal to 100% of the replacement cost thereof. On or before April 1 of each year, the Trustee shall be provided with a certificate from an Independent Insurance Consultant or the Lessee's insurance agent containing a schedule of all such policies which were in force on the first day of such year.

(B) To the extent not covered in Section 5.05(A) above, the Lessee shall insure against boiler explosion, vandalism, sprinkler leakage and malicious mischief insurance in an amount equal to 100% of the replacement cost of the Premises as determined above, with the optional liability for bodily injury coverage and a consequential damages endorsement, if available, to the extent these risks are not covered by the insurance required herein.

- (2) Section 5.07 of the Lease is hereby amended and restated as follows:

Section 5.07 Additional Provisions Respecting Insurance. (A) Any insurance policy issued pursuant to Article V hereof shall be so written or endorsed, and any plan in substitution thereof shall be so written, as to make losses, if any, payable directly to the Trustee or to such other person or persons as the Trustee may designate. Each insurance policy provided for in Article V hereof shall, to the extent such provisions are obtainable, contain a provision to the effect that the insurance company shall not cancel or substantially modify the same without first giving written notice thereof to the Lessor, the Lessee and the Trustee at least sixty (60) days in advance of such cancellation or substantial modification. The policies of insurance may provide for such a deductible amount as is then customary and acceptable to the Lessor and the Lessee. The Lessee shall deliver to the Trustee and the Lessor evidence of the insurance procured under said Article by the Lessee and agrees to keep such evidence up to date. Certificates evidencing

such insurance policies shall be countersigned by an agent of the insurer and shall be deposited with the Lessor and the Trustee.

(B) In the event that insurance policies such as those described in this Article are not, in the judgment of the Lessee, reasonably available, then the Lessee shall provide either: (i) such insurance with such limits or amounts or other provisions as are then reasonably obtainable and customary for the Facilities; or (ii) a plan, in compliance with the law of the State and reasonably satisfactory to the Lessor, which provides protection similar to the protection required herein against the inability of the Lessee to meet its liabilities hereunder. In the case of either clause (i) or (ii) of the preceding sentence, the limits, amounts and other provisions of such insurance or plan shall be such as are recommended by an Independent Insurance Consultant, the Lessor and the Lessee and who shall annually, review such policy or plan and advise the Lessor and the Trustee of changes required therein in order to adequately protect the financial position of the Lessor, and the Lessor shall be entitled to rely upon such advice to make its determination as to what is customary and reasonably obtainable or most nearly provides protection similar to that herein required.

This Second Addendum to Lease may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Second Addendum to Lease.

EXECUTED: _____, 2015.

WHITESTOWN REDEVELOPMENT
AUTHORITY, as Lessor

By: _____
President

ATTEST:

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, by me known to be the President and the Secretary, respectively, of the Whitestown Redevelopment Authority (the "Authority"), who acknowledged that they executed the foregoing Second Addendum to Lease as such officers in the name and on behalf of the Authority.

WITNESS my hand and official seal in the State and County aforesaid on _____, 2015.

Notary Public

Printed: _____

My Commission Expires:

My County of Residence:

Signature Page of Lessee to Second Addendum to Lease

WHITESTOWN REDEVELOPMENT
COMMISSION, as Lessee

By: _____
President

ATTEST:

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, by me known to be the President and the Secretary, respectively, of the Whitestown Redevelopment Commission (the "Commission"), who acknowledged that they executed the foregoing Second Addendum to Lease as such officers in the name of and on behalf of the Commission.

WITNESS my hand and official seal in the State and County aforesaid on _____, 2015.

Notary Public

Printed _____

My Commission Expires:

My County of Residence:

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/ Jacob A. McClellan

This document was prepared by Jacob A. McClellan, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204; 317-684-5000.