### FIRST SUPPLEMENTAL MORTGAGE AND TRUST INDENTURE

between

SCHERERVILLE BUILDING CORPORATION

and

FIRST FINANCIAL BANK, as Trustee

\$6,726,000 First Mortgage Refunding Bonds, Series 2011

#58 CK19316 CVA NON COMF

Dated as of May 26, 2011 Ocument 18 NOT OFFICIAL! This Document is the property of the Lake County Recorder!

#### FIRST SUPPLEMENTAL MORTGAGE AND TRUST INDENTURE

THIS FIRST SUPPLEMENTAL MORTGAGE AND INDENTURE, executed and dated as of the 26th day of May, 2011 (the "First Supplemental Indenture") between the SCHERERVILLE BUILDING CORPORATION, an Indiana Non-Profit Corporation organized and existing under the laws of the State of Indiana (the "Corporation"), and FIRST FINANCIAL BANK, having its principal corporate trust office in the Town of Schererville, Indiana (the "Trustee") supplementing the Mortgage and Trust Indenture, dated as of April 1, 2002 (the "Original Indenture"), made and entered into between the Corporation and the Trustee, as successor to Sand Ridge Bank (the Original Indenture as supplemented by the First Supplemental Indenture, and as further supplemented and amended from time to time, the "Indenture"),

#### WITNESSETH:

WHEREAS, the Corporation has, by due corporate action, previously issued its First Mortgage Bonds, Series 2002 (the "2002 Bonds") pursuant to the Original Indenture, for the purpose of providing funds to (i) refund certain outstanding bond anticipation notes, (ii) pay a portion of the cost of the acquisition of the Town Hall and Police Station Facility from the Town of Schererville, Lake County, Indiana (the "Town"), (iii) pay a portion of the cost of construction and equipping of the Town Hall, (iv) pay capitalized interest on a portion of the 2002 Bonds, and (v) pay the costs of issuing the 2002 Bonds;

WHEREAS, the Corporation has, by due corporate action, determined to issue bonds (the "2011 Bonds") in an aggregate principal amount not to exceed \$6,726,000, for the purpose of procuring funds to pay (i) all or a portion of the costs of refunding a portion of the 2002 Bonds, and (ii) the costs of issuance related to the 2011 Bonds, all in the form and with the terms provided herein and in the Indenture, which 2011 Bonds are to be secured under the Indenture; and

WHEREAS, all acts, proceedings and things necessary and required by applicable law and by the Articles of Incorporation and By-Laws of the Corporation to make the 2011 Bonds, when executed by the Corporation and authenticated by the Trustee, the valid, binding and legal obligations of the Corporation, and to constitute and make each of this First Supplemental Indenture and the Original Indenture a valid and effective security agreement, have been done, taken and performed, and the issuance, execution and delivery of the 2011 Bonds, and the execution, acknowledgment and delivery of each of this First Supplemental Indenture and the Original Indenture have, in all respects, been duly authorized by the Corporation in the manner provided and required by applicable law; NOW, THEREFORE:

The Corporation, in consideration of the premises and the acceptance of the 2011 Bonds by the registered owners thereof, and the sum of One Dollar (\$1.00) in hand paid by the Trustee, receipt of which is hereby acknowledged, and especially in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued and at any time outstanding hereunder as the same shall become due, according to the tenor hereof, and the faithful performance of all the covenants and agreements contained in the Bonds and in this

Indenture, by these presents does grant, bargain, sell, transfer, assign, demise, release, convey, mortgage, pledge, set over and confirm unto the Trustee, the following:

Real estate located in Schererville, Lake County, Indiana, the same being more particularly described in Exhibit A hereto attached, and made a part hereof (the "Real Estate"); Also, all interests in real estate now or hereafter acquired and pledged to the Trustee as security for the Bonds to the extent of that pledge by the Corporation, together with the tenements, hereditaments and appurtenances belonging to or in any wise appertaining to such real estate, including without limitation, its rights under the Lease by and between the Corporation and the Town of Schererville, Lake County, Indiana (the "Town"), dated as of June 1, 2000, as amended on April 1, 2002, and as further amended on May 26, 2011, which Lease rights are hereby assigned to the Trustee without any further action on the part of the Corporation or the Trustee being necessary to make such assignment of lease rights fully effective (the "Real Estate Interests");

Also, all buildings, improvements, fixtures and structures thereon (the "Structures");

Also, all proceeds of all bonds issued hereunder and other cash and securities now or hereafter held in the funds and accounts created and established hereunder and the investment earnings thereon and all proceeds thereof, and all other properties and moneys hereafter pledged to the Trustee as security by the Corporation to the extent of that pledge, provided, however, that the foregoing shall not apply to the Rebate Fund created and established by the Original Indenture (all proceeds, monies, Real Estate, Real Estate Interests and Structures hereinafter, collectively, the "Mortgaged Property");

PROVIDED, HOWEVER, that if the Corporation, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest due or to become due thereon, at the times and in the manner as set forth in the Bonds in accordance with the terms hereof, and shall well and truly keep, perform and observe all covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by the Corporation, and shall pay to the Trustee all sums of money due, or to become due to it, in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, terminate, and be void, and the Trustee, in such case, on demand of the Corporation, upon the payment by the Corporation to the Trustee of its reasonable fees, costs and expenses, shall execute and deliver to the Corporation such deeds, discharges or satisfactions as shall be requisite to discharge the lien hereof and to re-convey to or to re-vest in the Corporation the property hereby conveyed; otherwise this Indenture to be and remain in full force and effect.

All bonds issued and secured hereunder are to be issued, authenticated and delivered, and all property hereby pledged is 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 Corporation has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the bonds or any part thereof, as follows:

#### (End of preamble and granting clauses)

#### ARTICLE I.

#### **Definitions and Interpretation**

Section 1.01. <u>Definitions</u>. Except as set forth in this Section 1.01 in this First Supplemental Indenture, words and terms defined in the Original Indenture shall have the meaning therein prescribed unless the context otherwise indicates. Except as set forth in this Section 1.01 in this First Supplemental Indenture, any words or terms used in the Original Indenture for which a different definition is provided herein shall have the meanings herein prescribed unless the context otherwise indicates.

"Interest Payment Date" shall mean, with respect to any bond, February 1 and August 1 of each year, commencing August 1, 2011, with respect to the 2011 Bonds.

"Lease" shall hereinafter mean the Lease, dated as of June 1, 2000, as amended on April 1, 2002, and as further amended by the Amendment to Lease dated May 26, 2011, each of which is by and between the Corporation, as Lessor, and the Town of Schererville, Lake County, Indiana, as Lessee.

"2011 Bonds" shall hereinafter mean the Schererville Building Corporation First Mortgage Refunding Bonds, Series 2011, to be issued in the original aggregate principal amount of \$6,726,000, pursuant to the terms hereof.

"2011 Bondholders" shall hereinafter mean the holders of the 2011 Bonds.



#### ARTICLE II.

# Maturities, Forms, Issuance Delivery and Registration of Bonds

Section 2.01. Principal Amount; Dated Date; Denominations; Numbering; Maturities; Interest of the 2011 Bonds

- (a) The principal amount of all 2011 Bonds which may be issued and outstanding under this First Supplemental Indenture shall be Six Million Seven Hundred Twenty-Six Thousand Dollars (\$6,726,000) face value. The 2011 Bonds shall be originally dated as of May 26, 2011, shall be issued in the denomination of One Hundred Thousand Dollars (\$100,000) or any integral multiple of One Thousand Dollars (\$1,000) in excess thereof, and shall be numbered consecutively from 2011R-1 upward.
- (b) The 2011 Bonds shall mature on the dates shown below, in principal amounts and with interest at the rates per annum shown below:

		Interest
<b>Maturity Date</b>	<u>Amount</u>	<u>Rate</u>
8/1/2011	cu <sup>294,000</sup> t is	3.600%
2/1/2012	294,000	3.600%
8/1/2012	258,000 A	3.600%
-2/1/2013	260,000	3.600%
8/1/2013	nent 271,000 prop	3.600%
2/1/2014 Lak	e Cou <sub>270,000</sub> ecor	der! 3.600%
8/1/2014	277,000	3.600%
2/1/2015	278,000	3.600%
8/1/2015	291,000	3.600%
2/1/2016	291,000	3.600%
8/1/2016	300,000	3.600%
2/1/2017	299,000	3.600%
8/1/2017	312,000	3.600%
2/1/2018	311,000	3.600%
8/1/2018	322,000	3.600%
2/1/2019	323,000	3.600%
8/1/2019	334,000	3.600%
2/1/2020	334,000	3.600%
8/1/2020	346,000	3.600%
2/1/2021	346,000	3.600%
8/1/2021	357,000	3.600%
2/1/2022	358,000	3.600%

The interest on all of the 2011 Bonds is payable semiannually on each Interest Payment Date, beginning August 1, 2011. Interest shall be calculated from the interest payment date next

preceding the date of authentication to which interest has been paid unless the 2011 Bonds are authenticated on or before the Record Date with respect to the first Interest Payment Date, in which case interest shall be paid from the original date, or unless the 2011 Bonds are authenticated after such Record Date and on or before the first Interest Payment Date, in which case interest shall be paid from such interest payment date. Interest shall be calculated on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months.

Section 2.02. Form of 2011 Bonds. The form of the 2011 Bonds, the Registrar's Certificate to be endorsed thereon and the registration endorsement (with appropriate insertions of amounts, distinguishing numbers, letters and other appropriate information) shall be substantially as follows:

(Form of 2011 Bonds) 2011R-1

State of Indiana

Document is

County of Lake

SCHERERVILLE BUILDING CORPORATION
FIRST MORTGAGE REFUNDING BOND, SERIES 2011

Interest Rate

Maturity Date

Original Date

Authentication Date

As set forth in
Exhibit A

May 26, 2011

May 26, 2011

Registered Owner: Capital One Public Funding, LLC

Principal Sum: Six Million Seven Hundred Twenty-Six Thousand Dollars (\$6,726,000)

SCHERERVILLE BUILDING CORPORATION, a Corporation duly organized and existing under the laws of the State of Indiana (hereinafter called the "Corporation"), for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above, 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 month preceding the date on 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 July 15, 2011, 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, 2011. Interest shall be calculated on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months.

Interest on this bond is payable by check or draft mailed one (1) Business Day prior to the interest payment date to the person in whose name this bond is registered on the fifteenth day of the month preceding the date on which interest is payable (the "Record Date"). Each registered owner of \$1,000,000 or more in principal amount of Bonds (as hereinafter defined) shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Trustee, the Registrar and Paying Agent (each hereinafter defined) before the Record Date for such payment. Principal of and premium, if any, on this bond are payable in lawful money of the United States of America at the designated corporate trust office of First Financial Bank, in Schererville, Indiana (the "Registrar" and the "Paying Agent").

This bond is one (1) of an authorized issue of bonds of the Corporation, all of like date, tenor and effect (except as to numbering, denomination, interest rates, terms of redemption and date of maturity), in the aggregate principal amount of Six Million Seven Hundred Twenty-Six Thousand Dollars (\$6,726,000) (the "2011 Bonds"), issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a Mortgage and Trust Indenture (hereinafter called the "Original Indenture"), dated as of April 1, 2002, between the Issuer and First Financial Bank (as successor trustee to Sand Ridge Bank), pursuant to which the Issuer's First Mortgage Bonds, Series 2002 (the "Original Bonds") were issued, as supplemented and amended by a First Supplemental Trust Indenture, dated as of May 26, 2011, by and between the Corporation and First Financial Bank, as Trustee (the "Trustee") (hereinafter collectively called the "Indenture"), to which reference is hereby made for a description of the property securing the 2011 Bonds, the unrefunded Original Bonds and any additional parity bonds issued thereunder (the "Additional Bonds") (the 2011 Bonds, the unrefunded Original Bonds and any Additional Bonds, collectively, the "Bonds"), the rights under the Indenture of the Corporation, the registered owners of the 2011 Bonds and any Additional Bonds and the Trustee, to all of which the registered owners hereof, by the acceptance of this bond, agree. The Bonds are limited obligations payable from rental payments under the Lease, dated as of June 1, 2000, as amended on April 1, 2002, and as further amended by the Amendment to Lease, each of which is by and between the Corporation, as Lessor, and the Town of Schererville, Lake County Indiana (the "Town"), as Lessee (hereinafter collectively called the "Lease"), and other moneys assigned by the Indenture. The Indenture permits the issuance of Additional Bonds under the conditions set out in Section 2.11 of the Original Indenture, and allows the Corporation to terminate the security of the Indenture for Bonds by establishing a trust fund under the conditions set out in Section 8.04 of the Original Indenture.

This Bond shall not redeemable prior to maturity.

If an event of default, as defined in the Indenture, occurs, the principal of this Bond may become or may be declared due and payable prior to the stated maturity hereof, in the manner, and with the effect, and subject to the conditions provided in the Indenture.

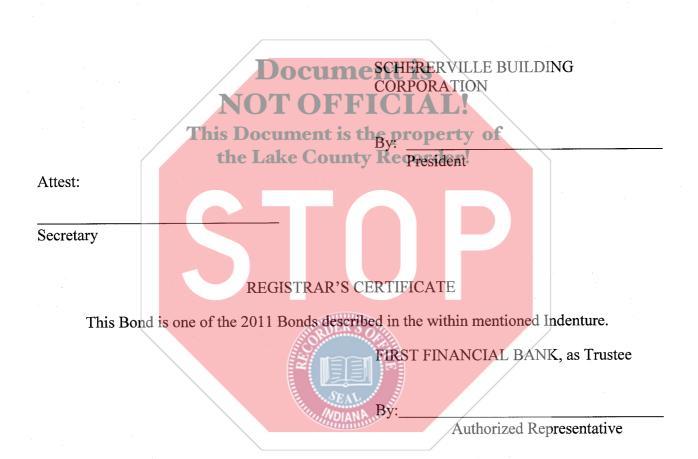
This Bond is transferable or exchangeable by the registered owner hereof at the designated corporate trust operations office of the Registrar, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer or exchange, and

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 or the registered owner, as the case may be, in exchange therefor.

The Corporation, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof.

This Bond shall not be a valid obligation until duly authenticated by the Registrar, or its successors in trust, by the execution of the Certificate endorsed hereon. The registered owner of this Bond shall have no recourse for its payment against present or future incorporators, stockholders, members, officers, directors or employees of the Corporation, and such recourse is, by the acceptance of this Bond, expressly waived.

IN WITNESS WHEREOF, SCHERERVILLE BUILDING CORPORATION has caused this Bond to be executed in its name and on its behalf by the original or facsimile of the signature of its President, attested by the original or facsimile signature of its Secretary.



### ASSIGNMENT

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

· <u>· · · · · · · · · · · · · · · · · · </u>	(please print or typewrite name and address of transferee)
	(please insert social security or other identifying number of assignee)
ights thereund ransfer the with the premises.	in principal amount (must be a multiple of \$1,000) of the within bond and all er, and hereby irrevocably constitutes and appoints, attorney, to hin bond on the books kept for registration thereof, with full power of substitution



Dated:			

Signature Guaranteed:

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

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

The following abbreviations, when used in the inscription on the face of this bond, 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

UNIF. TRANSThis Document

MIN. ACT

(Minor)

under Uniform Transfers to Minors Act of

(State)

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

### Exhibit A

Maturity Date	Amount	Interest <u>Rate</u>
8/1/2011	294,000	3.600%
2/1/2012	294,000	3.600%
8/1/2012	258,000	3.600%
2/1/2013	260,000	3.600%
8/1/2013	271,000	3.600%
2/1/2014	270,000	3.600%
8/1/2014	277,000	3.600%
2/1/2015	278,000	3.600%
8/1/2015	291,000	3.600%
2/1/2016	291,000	3.600%
8/1/2016	300,000	3.600%
2/1/2017	299,000	3.600%
8/1/2017	312,000	3.600%
2/1/2018	311,000	3.600%
8/1/2018	CU1322,000 t 15	3.600%
2/1/2019	323,000	3.600%
8/1/2019	1334,000 LA	3.600%
2/1/2020 OCILI	ment 334,000 proj	perty3.600%
8/1/2020 Lake	346,000	rder! 3.600%
2/1/2021	346,000	3.600%
8/1/2021	357,000	3.600%
2/1/2022	358,000	3.600%
		40
(End	of Form of 2011 Bon	d)
	THOER'S THE	

Section 2.03. Delivery of Bonds. The 2011 Bonds executed by the Corporation and authenticated by the Trustee shall be delivered by the Trustee to the purchaser thereof in the amount, at the times and upon the payment of the purchase price, as requested in writing by the president or treasurer of the Corporation.

(End of Article II)

#### ARTICLE III.

#### **Funds and Investments**

Section 3.01. **Project Fund**. Under the Original Indenture, there was previously established a Project Fund, consisting of a Bond Interest Account and a Construction Account. There is hereby created within the Construction Account a "2002 Bond Refunding Subaccount" and a "Costs of Issuance Subaccount."

- (a) Proceeds of the 2011 Bonds in an amount equal to \$6,727,428.23 shall be deposited in the 2002 Bond Refunding Subaccount and applied to the retirement of a portion of the Series 2002 Bonds.
- (b) Proceeds of the 2011 Bonds in an amount equal to \$83,802.05, shall be deposited into the Costs of Issuance Subaccount and used by the Trustee to pay the costs of issuance associated with the 2011 Bonds set forth in <a href="Exhibit B">Exhibit B</a> hereto.

(End of Article III)



#### ARTICLE IV.

#### **Covenants of the Corporation**

#### Section 4.01. Lease; Construction of the 2002 Project.

- (a) The Corporation covenants that it has entered into a valid and binding Lease of the Project to the Town, and that a full, true and correct copy of the Lease is on file with the Trustee. The Corporation further covenants that it has completed the 2002 Project in accordance with the plans and specifications therefor.
- (b) Except for amendments to the Lease which results in additional property becoming part of the Leased Premises, the Corporation covenants that it will not agree to any modification of the terms of the Lease which would substantially impair or reduce the security of the owners of any of the 2011 Bonds described herein or agree to a reduction of the lease rental provided for therein other than in connection with a partial or total refunding of any of the bonds, except upon compliance with the provisions of **Section 11.02** of the Original Indenture. The Corporation further covenants that any modification permitted by this **Section 4.01(b)** will be made only after a copy thereof has been filed with the Trustee.
- Section 4.02. Tax Matters, 2011 Bonds. In order to preserve the exclusion of interest on the 2011 Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2011 Bonds, the Corporation represents covenants and agrees that:
- (a) No person or entity, other than the Corporation, the Town or another governmental entity, will use proceeds of the 2011 Bonds or property financed or refinanced by the 2011 Bond proceeds other than as a member of the general public. No person or entity other than the Corporation, the Town or other governmental entity will own property financed by the 2011 Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.
- (b) No 2011 Bond proceeds will be loaned to any entity or person. No 2011 Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the 2011 Bond proceeds.
- (c) The Corporation and the Town will not take any action or fail to take any action with respect to the 2011 Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2011 Bonds pursuant to Section 103 of the Code and the regulations thereunder as applicable to the 2011 Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2011 Bond proceeds or other monies treated as 2011 Bond proceeds to the federal government as provided in Section 148 of the Code.
- (d) The Town will file information reports on Form 8038-G, with respect to the 2011 Bonds with the Internal Revenue Service as required by Section 149 of the Code.

(e) The proceeds from the sale of the 2011 Bonds, proceeds received from lease rentals payable according to the Lease, any other amounts received by the Corporation in respect to property directly or indirectly financed with any proceeds of such 2011 Bonds and proceeds from interest earned on the investment and reinvestment of such proceeds and amounts, shall not be invested or otherwise used in a manner which would cause such 2011 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2011 Bonds.

Notwithstanding any other provisions of this Indenture, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the 2011 Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with if the Corporation receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

(End of Article V)



#### ARTICLE V.

#### **Miscellaneous Provisions**

Section 5.01. Original Indenture. This First Supplemental Indenture shall form a part of the Original Indenture. Except as otherwise set forth in this First Supplemental Indenture, the terms of the 2011 Bonds shall be governed by the Original Indenture.

Section 5.02. 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 (1) and the same instrument.

(End of Article VI)



IN WITNESS WHEREOF, SCHERERVILLE BUILDING CORPORATION has caused its Corporate name to be hereunto subscribed by its President or Vice president and attested by its Secretary/Treasurer, and FIRST FINANCIAL BANK, as Trustee, has likewise caused these presents to be executed in said Trustee's name and behalf by its Trust Office, Jeannie Bellar, and attested by its Sales Assistant, Tina Sersa in token of its acceptance of said trust, as of the day and year first hereinabove written.

SCHERERVILLE BUILDING CORPORATION, an Indiana Non-Profit Corporation

By: Or Cours, President

Attest:

By: Robin A. Thiel, Secretary Documents financial bank

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This Document is the property of the Lake Country, Recognized M. Bellar

Printed: Trust Officer

(Seal)

Attest:

By: D. O. S. S. C. W. D. M. S. C. W.

Title: SAUES ASSISTANT

STATE OF INDIANA ) SS: COUNTY OF LAKE )

WITNESS my hand and notarial seal.

(Seal)

(Written Signature)

DIANE HORAR

(Printed Signature)

Notary Public

My Commission expires:

My County of residence is:

JUNE 5, 2013

NOT OFFICIAL!

This Document is the property of

the Lake County Recorder!

STATE OF INDIANA ) ) SS: COUNTY OF LAKE )	
of, 2011, personally appeared personally known to me to be the	cknowledged the execution of the foregoing First aid Trustee.  L Shar
(Seal) MY COMMISSION EXP. JUNE 15, 2012	(Written Signature)  Brevol L. Shar  (Printed Signature)  Notary Public
My Commission expires:	My County of residence is:
June 15,2012 Doct NOTO	ment is Lake FFICIAL!
	t is the property of ounty Recorder!

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by lw. Thomas A. Pitman

This intrument was prepared by Thomas A. Pitman, Attorney at Law, BARNES & THORNBURG, LLP 11 South Meridian Street, Indianapolis, Indiana 46204

INDS01 TPITMAN 1249659v4

#### **EXHIBIT A-1**

# DESCRIPTION OF THE REAL PROPERTY RELATING TO THE TOWN HALL PROJECT

The land upon which the new Town Hall Project will be erected is as follows:

Lot 1, Schererville Municipal Complex, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 91, page 43, in the Office of the Recorder of Lake County, Indiana.



#### **EXHIBIT A-2**

# DESCRIPTION OF THE REAL PROPERTY RELATING TO THE POLICE STATION PROJECT

The land upon which the Police Station Project will be completed is as follows:

Parcel 1: Part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, included within is a portion of Block 2, Town of Schererville, as shown in Miscellaneous Record "A", page 512, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Beginning at the intersection of the South right of way line of Joliet Street (66 foot wide right of way) and the Southwesterly right of way line of Junction Avenue (50 foot wide right of way); thence South 43 degrees 58 minutes 36 seconds East, along said Southwesterly right of way line, a distance of 405.55 feet to its intersection with the North right of way line of Wilhelm Street (60 foot wide right of way); thence South 84 degrees 58 minutes 04 seconds West, along said North right of way line, a distance of 192.88 feet to the Southeast corner of Lot 1, Block 10 in said Town of Schererville, said line also being the Southwesterly right of way line of Replinger Road (50 foot wide right of way); thence North 43 degrees 58 minutes 36 seconds West, along said Southwesterly right of way line (also being the Northeasterly line of Lots 1, 2 and 3 extended in said Block 10), a distance of 212.04 feet to its intersection with the North line of a 15 foot wide public alley; thence South 85 degrees 02 minutes 11 seconds West, along said North line, a distance of 119.94 feet to the Southeast corner of Lot 3, Block 2 in said Town of Schererville; thence North 06 degrees 09 minutes 10 seconds West, along the East line of said Lot 3, a distance of 150.05 feet to the Northeast corner of said Lot 3, being on the South right of way line of said Joliet Street; thence North 84 degrees 52 minutes 00 seconds East, along said South right of way line, a distance of 194.10 feet to the point of beginning.

Parcel 2: Lot 3 in Block 2, Town of Schererville, as per plat thereof, recorded in Miscellaneous Record "A", page 512, in the Office of the Recorder of Lake County, Indiana.

ALL OF THE PARCELS OF UNDERLYING LAND AS IDENTIFIED ABOVE BEFORE BEING PLATTED TO BE KNOWN AS:

Parcel 1: Part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, included within is a portion of Block 2, Town of Schererville, as shown in Miscellaneous Record "A", page 512, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Beginning at the intersection of the South right of way line of Joliet Street (66 foot wide right of way) and the Southwesterly right of way line of Junction Avenue (50 foot wide right of way); thence South 43 degrees 58 minutes 36 seconds East, along said Southwesterly right of way line, a distance of 405.55 feet to its intersection with the North right of way line of Wilhelm Street (60 foot wide right of way); thence South 84 degrees 58 minutes 04 seconds West, along said North right of way line, a distance of 192.88 feet to the Southeast corner of Lot 1, Block 10 in said Town of Schererville, said line also being the Southwesterly right of way line of Replinger Road (50 foot wide right of way); thence North 43 degrees 58 minutes 36 seconds West, along said Southwesterly right of way line (also being the Northeasterly line of Lots 1, 2 and 3 extended in

said Block 10), a distance of 212.04 feet to its intersection with the North line of a 15 foot wide public alley; thence South 85 degrees 02 minutes 11 seconds West, along said North line, a distance of 169.94 feet to the Southeast corner of Lot 4, Block 2 in said Town of Schererville; thence North 04 degrees 37 minutes 49 seconds West, along the East line of said Lot 4, a distance of 149.88 feet to the Northeast corner of said Lot 4, being on the South right of way line of said Joliet Street; thence North 84 degrees 52 minutes 00 seconds East, along said South right of way line, a distance of 240.11 feet to the point of beginning, all in the Town of Schererville, Lake County, Indiana.

AND WHEN PLATTED WILL BE KNOWN AS: Lot 1, Schererville Municipal Complex, Phase Two, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book \_\_, page \_\_, in the Office of the Recorder of Lake County, Indiana.

NOW PLATTED AND RECORDED AS FOLLOWS:

# Document is

Lot 1, Schererville Municipal Complex, Phase 2, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 104, page 72, in the Office of the Recorder of Lake County, Indiana.

This Document is the property of

(duly recorded the 7<sup>th</sup> day of October, 2010, in the Office of the Recorder of Lake County, Indiana)



# EXHIBIT B

# **COSTS OF ISSUANCE**

Regions Bank	\$1,0000.00	
London Witte Group, LLC	\$27,500.00	
First Financial Bank	\$3,000.00	
Austgen Kuiper & Associates	\$15,000.00	
Barnes & Thornburg LLP	\$37,302.05	1
TOTAL	\$83,802.05	



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