

ORIGINAL

RESOLUTION NO. 2016-37

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN,
INDIANA APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT
(MOONTOWN BREWING PROJECT)**

WHEREAS, the Town Council of the Town of Whitestown, Indiana (the "Council" and the "Town," respectively) has been advised by its staff of a proposed economic development agreement between Moontown Brewing, LLC, or an affiliate thereof (the "Developer") and the Town of Whitestown Redevelopment Commission, the form of which agreement is attached hereto as Exhibit A and incorporated herein by reference (the "Economic Development Agreement"), pursuant to which the Developer has proposed to undertake a certain economic development and redevelopment project in the Town (the "Project") and the Commission has proposed to take certain actions (the "Commission Actions") in connection therewith to facilitate the development of the Project; and

WHEREAS, the Council has reviewed the Economic Development Agreement and considered the information provided to it by its staff and others relating to the proposed Project and the Commission Actions in connection therewith and finds that the terms of the Economic Development Agreement are consistent with the provisions of Indiana Code 36-7-14 and Indiana Code 36-7-25, each as amended (collectively, the "Act") and will serve to foster and encourage economic development and redevelopment of the Town and will be of public benefit to the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA, as follows:

Section 1. The Economic Development Agreement, attached hereto as Exhibit A, is hereby approved and the President of the Commission is hereby authorized to execute said Economic Development Agreement.

Section 2. The President of the Commission is hereby authorized and empowered to approve such amendments, additions, deletions and changes to the Economic Development Agreement as he deems necessary or advisable, and his approval shall be signified by his execution of said Economic Development Agreement.

Section 3. The President and Secretary of the Commission, the Executive Director of the Commission, the President of the Town Council, the Clerk-Treasurer and such other staff members, service providers and firms as they may direct are hereby authorized and directed to take any and all other actions on behalf of the Commission as may be necessary or appropriate to carry out the purposes of this resolution.

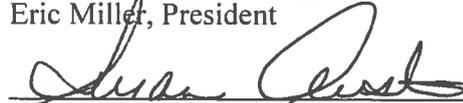
Section 4. This resolution shall take effect immediately upon its adoption by the Council.

ORIGINAL

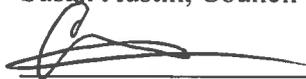
Adopted the 27th day of July, 2016.



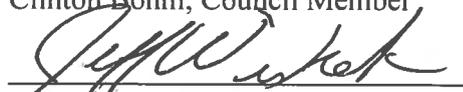
Eric Miller, President



Susan Austin, Council Member



Clinton Bohm, Council Member



Jeff Wishek, Council Member



Kevin Russell, Council Member

ATTEST:

Matt Sumner, Clerk-Treasurer

ORIGINAL

EXHIBIT A

Form of Economic Development Agreement

ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2016 by and among the TOWN OF WHITESTOWN, INDIANA, a municipality and a political subdivision organized and existing under the laws of the State of Indiana (the "Town"), the WHITESTOWN REDEVELOPMENT COMMISSION (the "Commission" and collectively with the Town, the "Town Parties"), a redevelopment commission organized and existing under the provisions of Indiana Code 36-7-14 and Indiana Code 36-7-25, each and amended (the "Act"), and MOONTOWN BREWING, LLC, an Indiana limited liability company (the "Developer"), to facilitate the renovation of a former school building located in the Town.

WITNESSETH:

WHEREAS, the Commission is the owner of a parcel of land more fully described on the attached Exhibit A (the "Property"); and

WHEREAS, the Property is the site of a former school building (the "Existing Building"), which Developer desires to rehabilitate, renovate and convert into a restaurant as further described on Exhibit B (the "Project"), provided that the Town Parties make certain improvements to and for the benefit of the Property and Existing Building and provide certain incentives to the Developer, including: (i) the replacement of the roof of the Existing Building, (ii) pavement of a public parking lot (the "Parking Lot") on property adjacent to the Property, as described in Exhibit C (the "Parking Lot Site") for the benefit of the Project and the public, and (iii) transferring the Property and Existing Building to the Developer for nominal consideration, subject to prior compliance with all applicable legal requirements, including prior compliance with Indiana Code 36-7-14 (items (i) through (iii) collectively, the "Town Incentives"); and

WHEREAS, the Town Incentives are more particularly described on Exhibit D; and

WHEREAS, the Developer estimates that its investment in the Project will equal or exceed Seven Hundred Fifty Thousand Dollars (\$750,000), net of the Town Incentives (the "Project Investment"); and

WHEREAS, as an inducement to the Developer to construct the Project and make the Project Investment, the Commission and the Town find that the Town Incentives should be provided to (i) provide for the redevelopment and rehabilitation of the Property and the Existing Building and (ii) improve access to the Property, and the Project and that the planning, design, construction of the Town Incentives should be undertaken by the Town through the Commission; and

WHEREAS, excluding the value of the Property and Existing Building, the Town and Commission estimate that the costs of providing the Town Incentives will not exceed One Hundred Thirty Thousand Dollars (\$130,000); and

WHEREAS, the Commission will pay for costs of the Town Incentives (the paving of the Parking Lot and roof replacement) from funds on hand of the Commission which are held by the

Commission in furtherance of economic development activities for and on behalf of the Town;
and

WHEREAS, the Town Parties have each authorized the execution of this Agreement by resolution of their respective governing bodies.

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants of the parties hereto contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the Town Parties agree as follows:

ARTICLE I. RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II. MUTUAL ASSISTANCE

2.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including, but not limited to, the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Town Parties, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. In addition, the parties to this Agreement agree to use their best efforts to cooperate with each other and act in good faith to effectuate the intent of this Agreement.

ARTICLE III. CONSTRUCTION OF THE PROJECT

3.01. Transfer of the Property.

(a) The Commission currently owns the Property described in Exhibit A, which is located at 345 S. Bowers Street in the Town. To provide for the completion of the Project by the Developer, subject to the procedures required by law including the Act and the terms and conditions hereof, the Commission will sell to the Developer all of the Property for a purchase price of \$1. The Property will be conveyed "as is" to the Developer within ninety (90) days following execution of this agreement, through execution and delivery by the Commission of a Special Warranty deed consistent with the form of Special Warranty deed attached hereto as Exhibit E (the "Deed"), and subject to (a) building and zoning ordinances; (b) permitted exceptions to the deed and deed restrictions; and (c) the terms, conditions and restrictions of this Agreement.

(b) Within thirty (30) days following execution of this Agreement, the Town Parties will provide any environmental surveys, prior title work, and feasibility studies prepared with respect to the Property and in the Town Parties' possession to the Developer. The Developer

shall be responsible for any further environmental surveys and any title work to be completed on the Property and such items shall, if completed, be completed at the sole cost of the Developer.

(c) In connection with the sale of the Property to the Developer, the Developer and the Commission shall execute and deliver the following items:

The Developer and/or Commission, as applicable, shall execute and deliver the following:

(A) the Deed conveying to Developer fee simple title to the Property;

(B) a promissory note and a real estate mortgage in the forms attached hereto as Exhibit F (collectively, the "Note and Mortgage") securing the interests of the Town Parties in the payment of damages, if any, that would be due by the Developer to the Town Parties as provided in Section 6.02 hereof;

(C) if necessary, a vendor's affidavit in form and substance such that any title company providing title insurance in connection herewith (the "Title Company") agrees to delete the standard exceptions for non-survey matters;

(D) if necessary, an affidavit that the Commission is not a "foreign person", in form and substance required by the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder;

(E) a certification by the Commission that all of the representations and warranties set forth in this Agreement remain true and accurate in all respects as of the date of the closing of the transfer of the Property to the Developer (the "Property Closing") and that, to the Commission's knowledge, there is no existing breach of this Agreement by any of the Town Parties;

(F) a certification by the Developer that all of the representations and warranties set forth in this Agreement remain true and accurate in all respects as of the Property Closing and that, to the Developer's knowledge, there is no existing breach of this Agreement by the Developer;

(G) a recordable memorandum of this Agreement, to be recorded in the chain of title for the Property;

(H) such other customary documents or instruments, resolutions, consents of members, partners, and/or shareholder and other evidence as the Commission, the Developer or the Title Company reasonably may request, establishing that: (1) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action; and (2) the execution and delivery of such documents, and the conveyance of the Property to Developer in accordance with the terms and conditions of this Agreement, have been properly authorized by the signatories thereto; and

(l) such other customary documents or instruments as the Commission, the Developer or the Title Company may request in connection with the transfer of the Property (including, for example, a Sales Disclosure Form and a closing statement).

(d) The Developer assumes and agrees to pay (i) all real estate taxes and assessments becoming a lien against the Property after the Property Closing; and (ii) so much of the current year taxes as shall be allocable to the Developer by proration (based upon the number of days remaining in the year in which the Property Closing occurs after the Property Closing). The Commission shall pay (or cause to be paid): (1) all real estate taxes and assessments becoming a lien against the Property prior to the Property Closing; (2) any installments of real estate taxes payable during the year in which the Property Closing occurs; and (3) so much of the current year taxes as shall be allocable to Commission by proration (based upon the number of days in the year in which the Property Closing occurs prior to and including the Property Closing). Accordingly, as provided by this Section, the real estate taxes with respect to the Property are being prorated and allocated to Commission and the Developer on an accrual basis and based upon the period during which Commission and the Developer, respectively, hold title to the Property. If the applicable tax rate has not been set, then the current tax rate shall be used for the purposes of such prorations, and there shall be no subsequent adjustment or re-proration. Notwithstanding the foregoing, it is anticipated that there are no current assessments or current year taxes assessed against the Property and that the foregoing proration shall not be required.

3.02 Construction of the Project.

(a) The Developer shall have a period of sixty (60) days from execution of this Agreement, or until the Property Closing if sooner, to satisfy any concerns it may have relative to zoning or land use, drainage, permits (including applicable alcohol permits), environmental conditions, access, utilities, or any other matters related to the feasibility of the Project (collectively, "Contingencies"). In the event the Developer determines that it is not satisfied as to any Contingencies prior to the expiration of such period, the Developer shall notify the Town Parties and may terminate this Agreement, and the parties shall have no further rights or obligations under this Agreement.

(b) The Developer shall complete the Project on the Property in accordance with permits and approvals to be issued by the Town Building Commissioner. The total cost of the Project shall equal or exceed the Project Investment, without including any cost of the Town Incentives. The Project shall be completed (as evidenced by the issuance of a conditional or temporary certificate of occupancy) by July 1, 2017, weather permitting, or such later date as may be agreed to by the Town Parties in writing (the "Completion Date"). The Developer is responsible for providing or arranging to provide for the funding of all costs to complete the Project. Such funding and cost is separate and apart from the costs of the Town Incentives to be provided by the Town Parties. The Project shall consist of the items and/or parameters set forth in Exhibit B attached hereto which the Developer shall cause to be constructed on the Property as described in Exhibit A. The total cost of the Project Investment shall not be less than \$750,000. The Developer further covenants that it shall utilize the Project as a restaurant, brewery, and/or

microbrewery, and other incidental or related uses, and in a manner consistent with the Project, as described in Exhibit B for at least five (5) years following Completion Date.

(c) The Developer shall commence construction of the Project by no later than one-hundred eighty (180) days from the date of Property Closing.

(d) Developer shall obtain or shall have determined that it is able to obtain all necessary permits, licenses, approvals and consents required by law for the construction and use of the Project prior to the Property Closing.

(e) For a period ending five (5) years from the Completion Date, the Developer agrees to (i) identify the restaurant/brewery/microbrewery as located in or a part of the Whitestown community, in any advertisement or literature in which the location of the business is provided and (ii) participate in a Whitestown chamber of commerce, or similar organization promoting business specific to the Whitestown community, if organized in the future.

(f) Developer shall be responsible to maintain, repair and replace the Project in good condition and repair, and operate a restaurant/brewery/microbrewery in a commercially reasonable and workmanlike manner, for a minimum of five (5) years following the Completion Date.

(g) Upon reasonable written notice delivered to the Developer, the Town, or its inspector, may perform an inspection of the Project. Within seven (7) business days after an inspection, the Town may deliver to the Developer a notice (the "Non-Compliance Notice") that identifies a Material Defect (for purposes of this provision, a "Material Defect" is any item or component of the Project that (i) is not in compliance with applicable building codes; (ii) violates applicable rules, regulations, laws, or ordinance with respect to the Project; or (iii) has not been performed materially in accordance with the terms and conditions of this Agreement). If the Town timely delivers a Non-Compliance Notice, then the Developer shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects previously have been accepted, or deemed to have been accepted, by the Town. Notwithstanding anything to the contrary set forth herein, all items or components of the Project with respect to which no Material Defects are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the Town, subject to Latent Defects (for purposes of this provision, a "Latent Defect" is a material defect that (i) is not discovered, and reasonably is not discoverable, by the Town or its inspector during an inspection and (ii) has a material and adverse effect on the use, operation, structure, or longevity of the Project). This provision shall be in addition to, and shall not in any respects be deemed to be, a waiver of any power of the Town under applicable laws or this Agreement.

3.03. Project Records, Reporting. For purposes of demonstrating the economic development guaranteed by the Project, for a period up to and including five (5) year(s) following the Completion Date, the Developer shall keep and maintain in its offices complete and accurate records and supporting documents relating to the receipt and expenditures related to the construction and completion of the Project.

EXHIBIT A

Property Legal Description

Lots numbered Fifteen (15), Sixteen (16), and Seventeen (17) in Bucks Second Addition to the Town of Whitestown, Boone County, Indiana, as per plat thereof recorded in Plat Book 3, page 20, in the Office of the Recorder of Boone County, Indiana.

EXHIBIT B

Description of Project

EXHIBIT C

Parking Lot Site Legal Description

Lot numbered Thirteen (13) in Bucks Second Addition to the Town of Whitestown, Boone County, Indiana, as per plat thereof recorded in Plat Book 3, page 20, in the Office of the Recorder of Boone County, Indiana

EXHIBIT D

Description of the Town Incentives

The Town Incentives include (i) the pavement of public parking lot on the property owned by the Town Parties and adjacent to the Property, generally located at Lot numbered Thirteen (13) in Bucks Second Addition to the Town of Whitestown, Boone County, Indiana, as per plat thereof recorded in Plat Book 3, page 20, in the Office of the Recorder of Boone County, Indiana, at a total estimated maximum cost to the Town Parties of \$50,000, (ii) the replacement or rehabilitation of the roof of the Existing Building to generally accepted reasonable commercial standards, at a total estimated maximum cost to the Town Parties of \$80,000; and (iii) transferring the Property and Existing Building to the Developer for nominal consideration.

EXHIBIT E

Form of Deed

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the WHITESTOWN REDEVELOPMENT COMMISSION, an Indiana redevelopment commission and organized and existing under the provisions of I.C. § 36-7-14 and I.C. § 36-7-25 ("Grantor"), CONVEYS AND SPECIALLY WARRANTS to MOONTOWN BREWING, LLC ("Grantee") for the sum of Ten Dollar (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, in the following described real estate in Boone County, Indiana:

Lots numbered Fifteen (15), Sixteen (16), and Seventeen (17) in Bucks Second Addition to the Town of Whitestown, Boone County, Indiana, as per plat thereof recorded in Plat Book 3, page 20, in the Office of the Recorder of Boone County, Indiana.

345 South Bowers Street, Whitestown, IN 46075

Parcel No. 018-00230-01 / 06-08-19-000-074.000-019 – Bucks 2nd Lot 15-17

("Property")

Subject to all applicable taxes and assessments, zoning restrictions, easements, rights-of-way, and other restrictions, covenants, or encumbrances of record, or matters that would be disclosed by an accurate survey or inspection of the premises.

Grantor hereby creates the following restrictions on the Property which (i) shall run with the title to the Property and shall apply to and be binding upon Grantee, its successors and assigns and all tenants and occupants of the Property, and (ii) shall inure to the benefit of (and may be enforced by) Grantor:

(a) for a period of fifty (50) years after the date of this Special Warranty Deed, no part of the Property shall be used for any purpose other than the operation of a full-service dining restaurant (no fast food or drive through), brewery-restaurant, and/or microbrewery-restaurant, and for purposes which are ancillary to such operations, or for one of the following uses classified as general business under the Whitestown Unified Development Ordinance: accounting, auditing, & bookkeeping services; advertising agencies; agricultural credit institutions; apparel shop, shoes, or custom tailoring; art & music schools; banks & branch

banks; barber shop or beauty shop; bed & breakfast; bicycle shops; bond & mortgage company; book & stationary store; cafeteria; candy, nut & confectionary; charitable institutions; china, glassware, metalware; civic, social, or religious organizations; dance halls, studios & schools; dinner theater; engineering & architectural service; food processing; fruits & vegetables; grocery, bakery, meat & fish; hardware store; hobby, toy & game shops; indoor recreation facility; lodge or private club; motion picture theater; municipal or government buildings; museum & art gallery; music & video store; photographic studio; professional office; skating; tavern; wholesale business; public owned park or recreational facility; and

(b) for a period of twenty (20) years after the date of this Special Warranty Deed, Grantor shall have a right of first refusal and option to purchase the Property at the same value as any bona fide purchase price negotiated in an arms-length transaction for the transfer of the Property. Grantee shall notify Grantor in writing of any such proposed transfer, and Grantor shall have thirty (30) days following receipt of such notice to provide notice that it desires to exercise such option.

If Grantee or its successors or assigns fails to comply with the covenants and restrictions herein, then, in addition to any other remedies provided for herein, or any other remedies available at law or in equity, Grantor shall be entitled to injunctive relief.

The warranty of title of Grantor is limited to a warranty against the acts of Grantor and those claiming by, through or under Grantor, and not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this _____ day of _____, 2016.

WHITESTOWN REDEVELOPMENT
COMMISSION
an Indiana redevelopment commission

By: _____
Sarah Ford, President

STATE OF INDIANA)
)SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said State and County, personally appeared Sarah Ford, President of the Whitestown Redevelopment Commission, who acknowledged the execution of this Special Warranty Deed for an don behalf of said entity.

Witness my hand and Notarial Seal this _____ day of _____, 2016.

My Commission Expires:

Notary Signature

My County of _____
Residence: _____

Printed

This Instrument prepared by Stephen C. Unger, Bose McKinney & Evans LLP, 111 Monument Circle, Ste. 2700, 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. Stephen C. Unger

After recording return to
And send tax bill to: _____

3054549

EXHIBIT F

Form of Note and Mortgage

PROMISSORY NOTE

Moontown Brewing, LLC ("Developer"), an Indiana limited liability company, for value received, promises to pay to the order of the Town of Whitestown, Indiana and the Whitestown Redevelopment Commission (collectively, the "Town Parties"), upon demand, at the offices of the Town Parties, Whitestown, Indiana, under an Economic Development Agreement dated _____, 2016 (the "Agreement"), between the Town Parties and the Borrower, as damages, and only in the event such damages are due under Article VI of the Agreement, the principal sum of One Hundred Thirty Thousand Dollars (\$130,000). Any principal sum so due, upon demand in writing by the Town Parties in accordance with this Note and with the Agreement, not paid by the Borrower within thirty (30) days' of demand shall bear interest at the rate of eight percent (8.0%) per annum from the date of demand. All such payments on this Note shall be payable in immediately available funds to the Town Parties in Whitestown, Indiana. Interest on this Note shall be computed on the basis of a 360-day year consisting of twelve thirty-day months.

All of the terms and provisions of the Agreement shall be considered a part of this Note and shall govern the obligations of the Developer hereunder. In the event the Town Parties shall determine that an event of default has occurred by Developer under the Agreement and after the expiration of any cure periods damages are due by the Developer to the Town Parties, the Town Parties shall tender immediate written demand to the Developer that damages are due, the principal sum of \$130,000 due and instructions as to where such principal sum should be paid. Upon receipt of such written demand, the Developer shall in accordance with this Note and the Agreement, cause such principal sum of \$130,000 to be so paid to the Town Parties.

This Note is secured, among other things, by the Real Estate Mortgage, dated as of _____, 2016, from the Developer to the Town Parties (the "Mortgage"). The Developer hereby agrees to pay all costs of collection, including attorneys' fees and legal expenses in the event the principal sum of this Note is not paid when due, whether or not legal proceedings are commenced.

For the avoidance of doubt, the obligation of the Developer to pay under this Note is solely and exclusively conditioned upon the happening of the events under the Agreement that would give rise to the payment of damages by the Developer to the Town Parties. Absent the occurrence of any such events, the Developer shall not be obligated hereunder to pay any sums to the Town Parties. Further, in the event of demand for payment and payment by the Developer to the Town Parties of the principal sum so do, the obligations of the Developer under this Note shall be discharged and no longer in effect. The obligations of the Developer under this Note shall, in any event, be discharged and no longer in effect on the date that the Developer completes a sufficient portion of the Project (as defined in the Agreement) such that the Existing Building (as defined in the Agreement) is rehabilitated to the extent that it complies with all building codes and the Developer obtains an occupancy permit for the Existing Building.

IN WITNESS WHEREOF, _____ has caused this Promissory Note to be duly executed, countersigned and delivered as of _____, 2016.

MOONTOWN BREWING, LLC

By: _____

Attest:

By: _____

REAL ESTATE MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (the "Security Instrument") is _____, 2016, and the parties and their addresses are as follows:

MORTGAGOR:

Moontown Brewing, LLC

MORTGAGEE:

Town of Whitestown
6201 Veterans Drive
Whitestown, Indiana 46075

and

Whitestown Redevelopment Commission
6210 Veterans Drive
Whitestown, Indiana 46075

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Mortgagee the following described property:

REFER TO EXHIBIT "A" WHICH IS ATTACHED HERETO
AND MADE A PART HEREOF.

The property is located in Boone County, Indiana.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future

improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate above (all referred to as the "Property").

3. OBLIGATION. This Security Instrument is given to secure the performance of the provisions hereof and the payment of that certain Promissory Note, dated _____, 2016, by Mortgagor in favor of Mortgagee, in the original principal amount of \$130,000 (the "Note"), which Note was delivered to Mortgagee pursuant to secure the payment of damages, if any, from Mortgagor to Mortgagee under that certain Economic Development Agreement, dated _____, 2016, by and among Mortgagor and Mortgagee (the "Economic Development Agreement").

4. SECURED DEBT. The term "Secured Debt" is defined as follows:

A. Debt incurred by Mortgagor from Mortgagee as evidenced by the Note.

B. Any additional sums advanced and expenses incurred by Mortgagee for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Mortgagee under the terms of this Security Instrument.

5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt, including the Note, the Economic Development Agreement and this Security Instrument.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor has not encumbered the Property, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security instrument or other lien document that created a prior security interest or encumbrance on the Property, if any, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Mortgagee any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Mortgagee's prior written consent and compliance with the terms and provisions of the resolution related thereto.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Mortgagee may require Mortgagor to provide to Mortgagee copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Mortgagee, as requested by Mortgagee, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE. If all or any part of the Property, or any interest therein, is sold, transferred, assigned or otherwise disposed of, or further encumbered by mortgage or otherwise, excluding permitted encumbrances as set forth in EXHIBIT B hereto (the "Permitted Encumbrances"), without Mortgagee's prior written consent, Mortgagee, at its option, may declare all sums secured by this Security Instrument immediately due and payable. Any contract of sale of any kind including, without limitation, land contract, conditional sales contract, installment sales contract, lease with option to purchase (whether such option is oral or contained within such lease or in any other document) or any other transfer of interest in the Property shall be deemed a transfer requiring prior written consent of Mortgagee. Mortgagee reserves the right, in its unlimited discretion, on any basis deemed appropriate to Mortgagee, to refuse such consent and/or otherwise change the terms of this Security Instrument. If Mortgagee exercises its option to accelerate payment of the Secured Debt, all such Secured Debt shall become due and payable within thirty (30) days after the mailing of notice from Mortgagee to Mortgagor setting forth the total sums due. In the event of the failure of Mortgagor to pay such sums prior to expiration of such thirty (30) day period, Mortgagee may, without further notice or demand, invoke any remedy permitted hereunder for default.

10. ENTITY WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Mortgagee the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

A. Mortgagor is a limited liability company duly organized and existing under the laws of the State of Indiana. Mortgagor has the power and authority to own the Property and to carry on the business operated by Mortgagor on said Property.

B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized by the Mortgagor and will not violate any provision of any existing agreement or obligation of the Mortgagor.

C. Mortgagor has not changed its name within the last five years and has not used any other trade or fictitious name. Without Mortgagee's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Mortgagee's prior written consent. Except with respect to Permitted Encumbrances, Mortgagor will not permit any change in any license, restrictive covenant or easement without Mortgagee's prior written consent. Mortgagor will notify Mortgagee of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Mortgagee's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security instrument or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Mortgagee's prior written consent.

Subject to any conditions of the Economic Development Agreement to the contrary, Mortgagee or Mortgagee's agents may, at Mortgagee's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Mortgagee shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Mortgagee's benefit and Mortgagor will in no way rely on Mortgagee's inspection.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Mortgagee may, without notice, perform or cause them to be performed. Mortgagor appoints Mortgagee as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Mortgagee's right to perform for Mortgagor shall not create an obligation to perform, and Mortgagee's failure to perform will not preclude Mortgagee from exercising any of Mortgagee's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Mortgagee may take all steps necessary to protect Mortgagee's security interest in the Property, including completion of the construction.

13. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt, including the Note and the Economic Development Agreement;

C. The making or furnishing of any verbal or written representation, statement or warranty to Mortgagee that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt; and

D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt.

14. REMEDIES ON DEFAULT. In some instances, federal and state law will require Mortgagee to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Mortgagee may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Mortgagee, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Mortgagee shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Mortgagee is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Mortgagee of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Mortgagee does not waive Mortgagee's right to later consider the event a default if it continues or happens again.

15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Mortgagee's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any reasonable amount incurred by Mortgagee for insuring, inspecting, preserving or otherwise protecting the Property and Mortgagee's security interest. These expenses will bear interest from the date of the payment until paid in full at the interest rate of eight percent (8%) per annum. Mortgagor agrees to pay all reasonable costs and expenses incurred by Mortgagee in collecting, enforcing or protecting Mortgagee's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

16. CONDEMNATION. Mortgagor will give Mortgagee prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Mortgagee to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Mortgagee the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument.

17. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. If Mortgagor fails to maintain the coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Mortgagee of cancellation or termination of the insurance. If Mortgagee requires, Mortgagor shall immediately give to Mortgagee all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made immediately by Mortgagor.

B. All insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Mortgagee to the extent of the Secured Debt immediately before the acquisition.

18. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Mortgagee funds for taxes and insurance in escrow.

19. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Mortgagee upon request, any financial statement or information Mortgagee may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Mortgagee may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Mortgagee's lien status on the Property.

20. SUCCESSORS AND ASSIGNS BOUND. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Mortgagee.

21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the State of Indiana. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the

enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

22. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate address on paragraph 1 of this Security Instrument with respect to Mortgagor and Mortgagee, or to any other address designated in writing.

23. TERMINATION OF SECURITY INSTRUMENT. Notwithstanding anything in this Security Instrument to the contrary and subject to the condition precedent that there is not then in existence an event of default of Mortgagee under the terms of the Economic Development Agreement, this Security Instrument shall terminate and no longer be of effect or enforceable as of the date that the Mortgagor completes a sufficient portion of the Project (as defined in the Economic Development Agreement) such that the Existing Building (as defined in the Economic Development Agreement) is rehabilitated to the extent that it complies with all building codes and the Mortgagor obtains an occupancy permit for the Existing Building (the "Termination Date"). Mortgagee shall promptly, upon occurrence of the Termination Date and satisfaction that any amounts owing the Mortgagee by the Mortgagor under the terms of the Economic Development Agreement have been so paid or satisfied in full, release and discharge the lien and security interest of this Security Instrument of record.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

MOONTOWN BREWING, LLC

By: _____
_____, President

ATTEST:

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

On this ___ day of _____, 2016, before me a notary public in and for said county and state, personally appeared _____, to me personally known and known to me to be the same person who executed the within and foregoing mortgage, who, being duly sworn, did depose, acknowledge and say: That he is the _____ of Moontown Brewing, LLC, the limited liability company described in and which executed the foregoing mortgage; that said instrument was signed on behalf of _____, and that _____, the _____ of the _____, acknowledged the execution of said mortgage to be the voluntary act and deed of said _____.

Witness my hand and seal this ___ day of _____, 2016.

Notary Public

(Printed)

My Commission Expires:

County of Residence:

** This instrument prepared by Dennis H. Otten, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204; Telephone (317)684-5307. 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/ Dennis H. Otten
Printed Name of Declarant**

EXHIBIT A

Description of Property

The property consists of the real estate located at 345 South Bowers Street, Whitestown, Indiana 46075 with the following legal description:

Lots numbered Fifteen (15), Sixteen (16), and Seventeen (17) in Bucks Second Addition to the Town of Whitestown, Boone County, Indiana, as per plat thereof recorded in Plat Book 3, page 20, in the Office of the Recorder of Boone County, Indiana.

EXHIBIT B

Permitted Encumbrances

“Permitted Encumbrances” means as of any particular time the following:

- (1) this Mortgage and the Economic Development Agreement;
- (2) liens for taxes and special assessments which are not then delinquent;
- (3) utility, access and other easements and rights-of-way, restrictions, covenants, conditions and exceptions that Moontown Brewing, LLC shall certify will not substantially interfere with or substantially impair the operation of the Property;
- (4) any mechanic’s, laborer’s, materialman’s, supplier’s or vendor’s liens, or rights in respect thereof, if payment shall not yet be due under the contract in question, or if the same is being contested in good faith and proceedings, if any, to execute on the Property have been stayed;
- (5) such minor defects, irregularities, encumbrances, rights-of-way and clouds on title as normally exist with respect to property similar in character to the Property and which do not materially impair the Property for the purpose for which it was acquired or is held by Moontown Brewing, LLC;
- (6) zoning laws and similar restrictions; liens arising in connection with workmen’s compensation, unemployment insurance, statutory obligations or social security legislation; undetermined liens and charges incidental to the renovation or expansion of the Property, or other similar charges arising in the ordinary course of operation and not overdue; and such liens and charges at the time required by law as a condition precedent to the normal activities of Moontown Brewing, LLC or the exercise of any privilege or license necessary to Moontown Brewing, LLC; and
- (7) any exceptions to title as set forth in Schedule B-1 attached hereto.

SCHEDULE B-1

Exceptions to Title

3053299v1

B-1-1

EXHIBIT G

Form of Parking Lot Lease

NON-EXCLUSIVE PARKING LOT LEASE AGREEMENT

THIS NON-EXCLUSIVE LEASE AGREEMENT is dated as of _____, 2017 between the WHITESTOWN REDEVELOPMENT COMMISSION ("Landlord") and MOONTOWN BREWING, LLC ("Tenant") (the "Lease").

WITNESSETH, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. DESCRIPTION OF LAND. The Landlord grants to the Tenant, the non-exclusive right to use certain real estate located in Boone County, Indiana, for parking and related purposes incidental to parking, subject to all easements, restrictions, and encumbrances of record, generally described as follows:

Lot numbered Thirteen (13) in Bucks Second Addition to the Town of Whitestown, Boone County, Indiana, as per plat thereof recorded in Plat Book 3, page 20, in the Office of the Recorder of Boone County, Indiana.

2. TERM. The term of this Lease shall be for a period of five (5) years beginning _____, 2017 and ending _____, 2022, and continuing thereafter for five (5) additional five (5) year terms, unless either party gives written notice of termination to the other at least ninety (90) days prior to the termination of the then current term. This Lease shall further terminate in the event that the Tenant breaches or is in default of the Economic Development Agreement between the parties dated _____, 2016, or otherwise fails to operate a restaurant, brewery, and/or microbrewery at the adjacent property located at 345 South Bowers Street, in a commercially reasonable and workmanlike manner, for a period of at least ninety (90) days during any 180-day period.

Tenant hereby waives any and all notices to terminate the tenancy of the Leased Premises and agrees to quit and deliver up possession of the Leased Premises to Landlord without demand or notice at the end of the lease term stated above, in as good order and condition as when they were entered upon by the Tenant, ordinary wear excepted. If the Tenant fails to yield possession, the Tenant shall pay to the Landlord the sum of \$100.00 per day, as additional rent, for each day he remains in possession thereafter, in addition to any damages caused by the Tenant to the Landlord's land or improvements, and said payments shall not entitle the Tenant to any interest of any kind or character in or on the Leased Premises.

3. RENT. Rent in the amount of \$1.00 per year, shall be paid by the Tenant to the Landlord.

4. DEFAULT. In the event Tenant fails to comply with any term of this Lease, then Tenant shall be in default. Landlord may serve written notice of default to Tenant by mail, and Tenant shall have thirty (30) days after service of such notice to remedy and cure any default. Landlord may thereafter declare this Lease at an end and the rights and interests of Tenant forfeited. All payment made by the Tenant shall be retained by Landlord as damages by Landlord and the Tenant agrees to surrender up immediate possession of the Leased Premises to Landlord. Notwithstanding anything to the contrary, a notice to terminate shall not operate as an

election of remedies by Landlord, and Landlord shall be entitled to all legal and equitable remedies for any breach or default by Tenant. Tenant shall be liable to Landlord for any court costs and reasonable attorneys' fees incurred by Landlord in enforcing any term of this Lease.

5. CONDITION OF PREMISES. Tenant acknowledges that it has inspected the Leased Premises and accepts the same in its present condition without reliance upon any oral representation by Landlord.

6. MINERAL RIGHTS. Nothing in this Lease shall confer upon the Tenant any right to minerals underlying the Leased Premises. Such mineral rights are hereby reserved by the Landlord.

7. AFFIRMATIVE DUTIES AND OBLIGATIONS OF TENANT. Tenant agrees to perform and carry out the following duties:

(a) To permit the general public to use the Leased Premises for parking purposes. The parties hereby acknowledge and agree that nothing herein shall be deemed to provide the Tenant with any preferential or special legal entitlements to the use of the parking lot greater than the opportunity for use of such parking lot by the general public.

(b) To keep the Leased Premises neat and orderly.

(c) To prevent all unnecessary waste, or loss, or damage to the property of the Landlord.

(d) To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices to comply with the soil loss standards mandated by the state and local soil conservation districts, if any, and to keep the Leased Premises free of any hazardous, toxic or damaging substances or pollutants located on or beneath the surface of the Leased Premises, including without limitations (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended, any regulations thereunder, (ii) any "hazardous substance" as defined by the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder, and any pollutants or substances defined as hazardous or toxic by any federal, state or local law, statute, ordinance or regulations.

(e) To follow safety rules and abide by any restrictions with respect to the use and operation of the Leased Premises that may be contained within the Landlord or Tenant's insurance policies and contracts.

(f) To comply with any federal, state or local law, regulation or ordinance now or hereafter applicable to the Leased Premises, and to obtain all necessary permits, licenses, consents or other authorizations necessary for the Tenant's use of the Leased Premises, and to comply with all instructions of Landlord.

(g) To comply with all applicable deed restrictions on the Leased Premises.

8. NEGATIVE DUTIES AND OBLIGATIONS OF TENANT. Tenant agrees that unless the WRITTEN CONSENT OF LANDLORD IS FIRST OBTAINED, which consent shall be in the Landlord's sole discretion, Tenant will:

- (a) Not prohibit or restrict the use of the Leased Premises by the public for parking purposes;
- (b) Not assign this Lease to any person or persons or sublet any part of the Leased Premises;
- (c) Not erect or permit to be erected any structure or building or to incur any expense for such purposes;
- (d) Not permit, encourage, or invite other persons to use any part or all of the Leased Premises for any purpose or activity not directly related to its use for parking and related purposes incidental to parking;
- (e) Not erect or permit to be erected any commercial advertising signs upon the Leased Premises, including, but not limited to, any commercial activity; and
- (f) Not allow to remain on the Leased premises any trash, rubbish or debris.

Landlord shall have the right to fully use and enjoy the Leased Premise except for such as may impair, impede, and reasonably interfere with the exercise by Tenant of the rights granted herein.

9. INSURANCE AND ASSUMPTION OF RISK. Upon delivery of possession hereunder, Tenant shall, at its sole cost and expense, keep in force adequate policies of liability insurance, in an amount not less than \$2,000,000, (Two Million Dollars) with such companies as the Landlord shall approve, and name Landlord as an additional named insured. Tenant shall provide a certificate of insurance as to all liability policies maintained by Tenant. Tenant shall provide updates of such certificate or certificates to Landlord annually.

Tenant acknowledges that its takes possession of the Leased Premises subject to all hazards, and assumes all risk of accidents, including but not limited to accidents suffered by employees, or agents of Tenant. Tenant further releases Landlord from any liability Landlord has or may in the future have to Tenant arising out of or related to this Lease Agreement or the condition of the Leased Premises.

Tenant agrees to indemnify, defend and hold Landlord harmless from any and all liability, including but not limited to all damages, court costs and reasonable attorneys' fees incurred by Landlord, for actions arising in connection with this Lease, the Leased Premises, and/or Tenant's use or occupancy thereof.

10. INSPECTION. The Landlord reserves the right personally or by agents, or employees, to enter upon the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises and improvements, monitoring the use of the Leased Premises and taking any action which the Landlord deems necessary for the preservation of the Leased Premises.

11. SALE OF PREMISES. Transfer of the ownership of the Leased Premises during the term shall be subject to the provisions of this Lease.

12. NOTICES. Any notice required under this contract to be served upon Landlord or Tenant shall be personally delivered, or shall be mailed by certified mail, return receipt requested, to the parties at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing.

13. MERGER. This Lease sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understanding between the parties pertaining to the subject matter hereof.

14. AMENDMENTS & ASSIGNMENT. This Lease may only be amended by a written agreement signed by both parties. Tenant further may not assign its interests, rights and responsibilities under this Lease without the prior written consent of the Landlord.

15. TIME IS THE ESSENCE AND EXTENSION OF LIABILITIES. Time is the essence of this Lease. All of the agreements contained herein shall be binding upon the heirs, executors, administrators and permitted assigns of Tenant and upon the successors and assigns of Landlord.

16. RECORDING. Tenant may record this Lease at its cost. Upon termination or completion of the Lease, Tenant shall record notice thereof at its cost and execute any documents requested by Landlord as may be necessary to clear title to the Leased Premises. In the event Tenant fails to immediately record notice of such termination, Landlord may unilaterally record such notice and charge shall be made to Tenant for such costs, as well as any other costs or expenses (including attorneys' fees) incurred by Landlord clearing the Lease from title.

17. SEVERABILITY. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Lease that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD

WHITESTOWN REDEVELOPMENT COMMISSION

Sarah Ford, President

Address: 6210 Veterans Drive
Whitestown, IN 46075

STATE OF INDIANA)
)SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared Sarah Ford, President of the Whitestown Redevelopment Commission, who acknowledged the execution of the foregoing Parking Lot Lease Agreement on behalf of the Whitestown Redevelopment Commission.

WITNESS my hand and Notarial Seal this ____ day of _____, 2016.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

TENANT

MOONTOWN BREWING, LLC

Pete Mattingly, President

Address: 10711 East 200 South
Zionsville, IN 46077

STATE OF INDIANA)
)SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared Pete Mattingly, President of Moontown Brewing, LLC, who acknowledged the execution of the foregoing Parking Lot Lease Agreement.

WITNESS my hand and Notarial Seal this ____ day of _____, 2016.

Notary Public

(Printed Signature)

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. Stephen C. Unger

This document prepared by Stephen C. Unger, Attorney At Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

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