December 14, 2015

Town of Fishers, Indiana

CHASE

LEASE FACILITY PROPOSAL

Tax-Exempt Bank Qualified Municipal Lease Purchase Obligation issued by the Town of Fishers, Indiana

December 14, 2015

Chase Equipment Finance ("CEF"), a division of JPMorgan Chase Bank, N.A. (the "Bank"), is pleased to propose for discussion indicative terms to the Town of Fishers (the "Lessee") for a tax-exempt bank qualified municipal lease purchase agreement in an amount up to $2,807,319, subject to the following terms and conditions described herein (the "Proposal").

CEF has been the market leader in municipal equipment finance credit for over 20 years. JPMorgan Chase Bank ranks among the largest providers of credit facilities in the Municipal market today. Our deep familiarity with this sector is viewed as a strong benefit by the Municipal clients with whom we do business. We believe that our experience in providing credit support, coupled with our long experience in deal execution, will ensure an efficient, cost-effective transaction for the Town of Fishers. Client references are available upon request.

The proposed indicative terms provided here for discussion do not represent an offer or commitment to lend on the part of CEF, and are subject to further due diligence, credit analysis and approval, and documentation of detailed terms and conditions satisfactory to CEF. Should any part of this proposal conflict with the Town of Fishers structuring parameters, we would be happy to discuss mutually acceptable alternatives.

The proposed indicative terms are submitted to you in our capacity as a Lessor in an arm's length commercial transaction. JPMorgan is acting solely as a principal and not as a "Municipal Advisor" as defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules") or any other agent or fiduciary capacity. JPMorgan is providing this information to you in reliance on the Bank exemption in the Municipal Advisor Rules and is not recommending that you take action or refrain from taking action or providing any advice. See "Municipal Advisor Disclosures and Disclaimers" in the Summary of Terms for further information relating to same.

Should you have any questions about any aspect of this proposal, please do not hesitate to contact me at 312-732-7333. Thank you and we look forward to working with the Town of Fishers and your financing team.

Sincerely,

Michael J. Lucas

Michael J. Lucas
Vice President

CHASE

Town of Fishers, Indiana

Tax-Exempt Bank Qualified Municipal Lease Purchase

Summary of Terms and Conditions

December 14, 2015

This Summary of Terms and Conditions (the "Term Sheet") is confidential and is intended as a statement of indicative terms only, and is provided to facilitate additional discussion. It is a proposal only and not a commitment by Chase Equipment Finance ("CEF"), a division of JPMorgan Chase Bank, N.A. (the "Bank") to provide financing. *CEF shall not have any commitment or obligation hereunder unless and until it executes a commitment letter or a definitive lease agreement*. The pricing and terms included in this Term Sheet are based on market conditions on the date hereof and are subject to change.

TRANSACTION SUMMARY

Lessee: Town of Fishers, Indiana

Lessor: JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase" or the "Lessor").

Transaction: Fixed-rate, fully amortizing, tax-exempt appropriation obligation lease-purchase agreement ("Agreement").

Use of Proceeds: To finance a vehicles and miscellaneous equipment, the legal title of which will vest with Lessee during the term of the Agreement.

Location of Equipment: Indiana

Commencement Date: Approximately January 12, 2016

Financing Term: See Amortization

Interest Rate:

Financing Amount	Rate	Tenor
$2,807,319	1.68%	60 Months

Payment / Frequency: Equal semi-annual payments in arrears starting February 15, 2016

Adjustment to Rate: The rate and payments quoted above will be indexed to JPMorgan Chase's cost of funds until 3 days prior to closing.

Prepayment: The Financing may be prepaid without penalty, in whole but not in part, after month 12 subject to 30 days prior written notice on any payment due date.

Disbursement of Proceeds:

A Qualified Reimbursement will be made to Lessee, in compliance with Treasury Reg. 1.150-2 Evidence of prior payments made by Lessee for the Equipment and copies of all related Reimbursement Resolution(s) and/or adopted Reimbursement Declaration(s) shall be provided to Lessor prior to the closing of the financing.
Or
The transaction will be funded via an initial escrow deposit equal to the full Financing amount.

OTHER TERMS

Documentation:

The terms of this financing will be evidenced by agreements, instruments and documents ("Lease Documents") usual and customary for a Tax-Exempt Lease Purchase. The Lease Documents must be acceptable to Lessor and its counsel.

Lessor does not anticipate any documentation costs or other expenses.

Conditions Precedent:

Usual and customary conditions to issuance of the financing including acceptable legal documentation which will include an opinion of counsel that the financing is valid, binding and enforceable.

Representations and Warranties:

Usual representations and warranties for like situated Lessees and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.

Representations and warranties relating to Absence of Sovereign Immunity (or waiver of sovereign immunity, if applicable) will also be required for all governmental entities.

Maintenance & Insurance:

All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage of the Equipment and will be responsible for keeping the Equipment insured with companies satisfactory to Lessor. Lessor, its parent and/or affiliates, its successors and assigns must be named as loss payee and additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.

Waiver of Jury Trial:

The Lessee and the Bank will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this term sheet, any related documentation or the transactions contemplated hereby or thereby.

Waiver of Immunity:

Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process in any forum with respect to Lease.

Governing Law:

All aspects of the credit(s) being discussed including this Term Sheet and any Bond Documents would be governed by the laws of the State of Indiana.

Anti-Corruption Laws and Sanctions: The lease documentation shall contain representations and warranties that the Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by the Lessee, its subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Lessee, its subsidiaries and their respective officers and employees and to the knowledge of the Lessee, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Lessee, any subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Lessee, any agent of the Lessee or any subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or credit facility, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

Proposal Expiration: This proposal will expire if not signed and returned by December 25, 2015. (unless extended in writing by Lessor).

Confidentiality Statement: Chase confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by Chase of such services for other companies. You also acknowledge that Chase will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies.

Municipal Advisor Disclosures and Disclaimers: The Lessee acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Lessee and the Bank, (ii) in connection with such transaction, the Bank is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Lessee, (iii) the Bank is relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Lessee on other matters), (v) the Bank has financial and other interests that differ from those of the Borrower, and (vi) the Lessee has consulted with its own financial, legal, accounting, tax, and other advisors, as applicable, to the extent it deemed appropriate.

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This Term Sheet is intended as an outline only and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive legal documentation for the financing contemplated hereby.

Loan Amortization

Average life.....2.361 years
Average rate.....1.68000000%

date	starting balance	takedowns	debt service	interest	principal	ending balance
1/12/2016	$ -	$2,807,319.00	$ -	$ -	$ -	$ 2,807,319.00
2/15/2016	$ 2,807,319.00	$ -	$ 291,865.31	$ 4,323.27	$ 287,542.04	$ 2,519,776.96
8/15/2016	$ 2,519,776.96	$ -	$ 291,865.31	$ 21,166.13	$ 270,699.19	$ 2,249,077.77
2/15/2017	$ 2,249,077.77	$ -	$ 291,865.31	$ 18,892.25	$ 272,973.06	$ 1,976,104.71
8/15/2017	$ 1,976,104.71	$ -	$ 291,865.31	$ 16,599.28	$ 275,266.03	$ 1,700,838.67
2/15/2018	$ 1,700,838.67	$ -	$ 291,865.31	$ 14,287.04	$ 277,578.27	$ 1,423,260.40
8/15/2018	$ 1,423,260.40	$ -	$ 291,865.31	$ 11,955.39	$ 279,909.93	$ 1,143,350.48
2/15/2019	$ 1,143,350.48	$ -	$ 291,865.31	$ 9,604.14	$ 282,261.17	$ 861,089.31
8/15/2019	$ 861,089.31	$ -	$ 291,865.31	$ 7,233.15	$ 284,632.16	$ 576,457.14
2/15/2020	$ 576,457.14	$ -	$ 291,865.31	$ 4,842.24	$ 287,023.07	$ 289,434.07
8/15/2020	$ 289,434.07	$ -	$ 291,865.31	$ 2,431.25	$ 289,434.07	$ (0.00)
total		$2,807,319.00	$2,918,653.14	$111,334.14	$2,807,319.00	
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