

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "**Agreement**") is made as of December 17th, 2017 (the "**Effective Date**"), by and between the Consolidated City of Indianapolis and Marion County, Indiana (collectively, the "**City**"), and the Department of Public Utilities for the City of Indianapolis, acting by and through the Board of Directors for Utilities (the "**Citizens Board**"), as successor trustee, in furtherance of a public charitable trust d/b/a Citizens Energy Group ("**Citizens**") (each sometimes being referred to herein as a "**Party**" or collectively as the "**Parties**").

ARTICLE I. RECITALS

A. On May 11, 2016, Indianapolis Mayor Joe Hogsett signed Executive Order No. 4, 2016, launching the Indianapolis Criminal Justice Reform Task Force (the "**Task Force**"), whose mission was to assess, research, examine, and ultimately report recommendations for the systemic reform and optimization of the current county criminal justice system.

B. On December 12, 2016, the Task Force produced a report recommending a series of reforms to the criminal justice system in Indianapolis and Marion County that will improve health and safety, prevent crime, and redirect offenders back to a successful life in the community at the earliest possible point in time and that would require the construction of several new public facilities, that may include an assessment and intervention center, a consolidated county jail, a courts facility, a professional office building and such other facilities and improvements which the City may determine are beneficial or useful (collectively, the "**Community Justice Facilities**").

C. Citizens or its affiliated entities own real property located in Indianapolis that is generally depicted on Exhibit A (the "**Citizens Property**"). Citizens formerly operated a plant that used coal to manufacture gas for delivery to its gas distribution system (the "**System**") and to manufacture other by-products on some of the parcels comprising the Citizens Property, specifically the Core Properties and PPE, as defined below.

D. The City has determined it is desirable to locate the Community Justice Facilities and other improvements related to the economic development of Indianapolis on all or portions of the Citizens Property (collectively the land and improvements to be used in connection with the Community Justice Facilities are referred to as, the "**Project**").

E. The Parties acknowledge that the portions of the Citizens Property identified on Exhibit A as Pleasant Run Crossing North, Pleasant Run Crossing South, Pleasant Run Crossing (the "**Core Properties**") and Prospect Place East ("**PPE**") are currently enrolled in the Indiana Department of Environmental Management's ("**IDEM**") Voluntary Remediation Program (the "**VRP**"). In order to complete the requirements of the VRP, to obtain a Certificate of Completion (the "**Certificate**") issued by IDEM and a Covenant Not To Sue executed by the Office of the Governor of the State of Indiana (the "**Covenant Not To Sue**") and to ready the Core Properties and PPE for commercial redevelopment, Citizens submitted to IDEM a

Remediation Work Plan for PPE on April 30, 2010, which was approved on March, 1, 2011 (the "2011 RWP"),¹ and a Remediation Work Plan for the Core Properties on July 31, 2017, which was amended on November 3, 2017 (the "RWP").

F. The Parties desire to enter into this Agreement to facilitate the construction and completion of the Project, the approval and completion of the RWP, and the conveyance of the Citizens Property to the City, all in accordance with, and subject to, the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration hereinafter described, the Parties hereto hereby agree as follows:

ARTICLE II. SITE DEVELOPMENT PLANS

A. Approval of Site Development Plans. On or before January 31, 2018, the City shall submit to Citizens preliminary design drawings and plans and specifications that depict the footprint of improvements that are anticipated at that time to be constructed on the Core Properties which shall include (i) proposed plans for the relocation of any existing utility lines or utility easements located on the Core Properties (all subject to the provisions outlined in Article VI), (ii) the location of any new easements requested by the City on the Core Properties, (iii) a site plan showing finished grades, drainage scheme, and the location of the Community Justice Facilities and other related or supportive facilities on the Core Properties, and (iv) any other information related to the development of the Project that will require the disturbance or movement of soil at the Core Properties ((i), (ii), (iii) and (iv) collectively, "**Site Development Plans**"). Citizens shall have sixty (60) days from receiving the Site Development Plans to determine if, in its reasonable discretion, the Site Development Plans: (i) are reasonably consistent with Citizens' obligations in the approved RWP, (ii) are not reasonably expected to increase Citizens' costs of implementing and completing the RWP, (iii) are reasonably expected to comply with the terms of the Environmental Agreement (as defined herein), and (iv) are not reasonably expected to trigger additional potential liability or costs to Citizens under any federal, state or local law (collectively, the "**Citizens Site Impact Approvals**"). If Citizens fails to provide its written approval or disapproval of the Site Development Plans within the sixty (60) day period, Citizens shall be deemed to have disapproved the Site Development Plans. In the event Citizens approves the Site Development Plans, such approval shall not be deemed consent to an obligation or waiver of any rights of Citizens in Article VI regarding infrastructure improvements or the installation of any utilities to the Project. Prior to obtaining the Citizens Site Impact Approvals, the City shall have the right to proceed with the Project on the Core Properties, including planning and procurement, site work and initial development work; provided the City ultimately complies with Citizens Site Impact Approvals and compensates and indemnifies Citizens for all loss, claims and damages arising from City's work on the Project occurring prior to receipt of the Citizens Site Impact Approvals, including City's non-compliance with the Citizens Site Impact Approvals, as finally provided by Citizens. Citizens

¹ On December 5th, 2016, Citizens submitted a Remediation Completion Report for PPE to IDEM reflecting the fact Citizens has completed the work required in the 2011 RWP. By letter dated April 27, 2017, IDEM provided comments to the PPE Remediation Completion Report and Citizens is working with IDEM to resolve IDEM's comments, which is anticipated to be resolved by the second quarter of 2018.

acknowledges that the City has informed Citizens that the City's current Project plan only contemplates the construction of an assessment and intervention center, a consolidated county jail, and a courts facility and that the City's failure to provide design drawings and plans and specifications beyond those facilities shall not be a basis for disapproval of the Site Development Plans. The parties agree to cooperate in good faith prior to the timeframes outlined in this Section II.A with respect to the City providing drafts of preliminary design drawings and plans and specifications, and for feedback on the same, to provide for the potential of Citizens delivering its Citizens Site Impact Approvals prior to the period for review outlined above, and/or for the City to be better informed as to Citizens' views so as to determine whether to proceed with Project planning and procurement on the Core Properties prior to the Citizens Site Impact Approvals pursuant to the preceding sentence. If Citizens disapproves or is deemed to have disapproved the Site Development Plans, both Parties shall appoint representatives to work together utilizing best efforts, acting reasonably and in good faith, to address changes to the Site Development Plans that will resolve any issues with the Citizens Site Impact Approvals (a "**Revised Site Development Plan**"). If, despite such good faith efforts, the Parties cannot reach a mutually agreeable Revised Site Development Plan within thirty (30) days of the City's receipt of Citizens' disapproval of the Site Development Plans, either Party shall have the right to terminate this Agreement through written notice to the other Party. Any mutually agreeable Revised Site Development Plan shall be considered the Site Development Plans for purposes of this Agreement, the Ground Lease, and the Environmental Agreement. The Site Development Plans, once approved, will be attached to the Ground Lease (as defined herein) as an exhibit. The Parties agree that a similar site impact approval process shall be implemented for PPE.

B. Changes to the Site Development Plans. Any material changes to the approved Site Development Plans which materially impact any of the Citizens Site Impact Approvals or add additional improvements that expand the footprint of the Project on any of the Core Properties shall be subject to the review and approval of Citizens as provided in Article II (A) above, except that Citizens' approval shall not be unreasonably withheld, conditioned or delayed. All rights of Citizens to approve the Site Development Plans related to the Project or any other part of the Citizens Property shall terminate upon Citizens obtaining the Certificate and the Covenant Not to Sue and the Environmental Restrictive Covenant has been recorded; provided, however, that the Core Properties and PPE shall continue to be burdened by the Environmental Restrictive Covenants and Environmental Easement which have been recorded against such properties.

ARTICLE III. THE CITIZENS PROPERTY

A. Transfer of Interests in the Core Properties. To facilitate the construction and development of the Project and the completion of the RWP, Citizens, on its own behalf and on behalf of its affiliates, shall lease the Core Properties to the City upon material terms the Parties deem mutually necessary to accomplish the intent of the Agreement, including the following terms (collectively, the "**Ground Lease**").

(i) Contemporaneously with execution and delivery of the Ground Lease, the City shall pay Citizens the sum of Two Million One Hundred Thousand Dollars (\$2,100,000.00) (the "**Lease Fee**") as compensation for the rights Citizens is granting the

City under the Ground Lease. The Parties are allocating the Lease Fee to the Core Properties as follows: (i) Pleasant Run Crossing – Six Hundred Fifty Thousand Dollars (\$650,000.00); (ii) Pleasant Run Crossing North – Six Hundred Sixty-Two Thousand Dollars (\$662,000.00); and (iii) Pleasant Run Crossing South – Seven Hundred Eighty-Eight Thousand Dollars (\$788,000.00).

(ii) The Ground Lease shall be an absolute triple net, financeable ground lease with no annual rent, under which all upkeep, ownership expenses, insurance, maintenance, repair and capital obligations are the City's, except as otherwise provided in the RWP and the Environmental Agreement. The City shall own all improvements constructed on the Core Properties, to the extent permitted under Indiana law.

(iii) Citizens shall retain the right to possess, occupy and use the Core Properties to the extent necessary to implement the RWP and to obtain the Certificate and Covenant Not To Sue. Citizens and the City shall work cooperatively to permit Citizens to implement the RWP and the City to develop the Project in such a way that neither party materially interferes with the operations of the other. The Environmental Agreement (defined in Article IV) shall be incorporated by reference in the Ground Lease and this Agreement.

(iv) The Ground Lease term shall be thirty four (34) years (the "**Term**").

(v) The Ground Lease shall permit the City to pledge its interest in the Core Properties, including its leasehold rights under the Ground Lease and its title to the Project, to secure financing for the Project.

(vi) The City shall have the right to convey, assign, sublease or otherwise transfer its interest in the Ground Lease to a body politic of the City or another "political subdivision" (as such term is defined in Indiana Code 36-1-2-3) (individually and collectively, a "**Public Party**") without Citizens' consent; provided, the Public Party agrees in writing to comply with all obligations of the City under this Agreement, the Ground Lease and the Environmental Agreement. The City shall not have the right to convey, assign, sublease or otherwise transfer its interest in the Ground Lease to any party that is not a Public Party ("**Private Party**") without obtaining Citizens' prior written consent, which consent Citizens may reasonably condition, withhold or deny. In the event the City conveys, assigns, subleases or otherwise transfers its interest in the Ground Lease to a Public Party or a Private Party in accordance with the terms and conditions of this Article III (vi), the City shall remain liable for all its obligations in this Agreement, the Ground Lease, the Environmental Agreement and any applicable Environmental Restrictive Covenant or Certificate.

(vii) Citizens shall quit claim or cause its affiliates to quit claim the fee simple title to the Core Properties to the City (the "**Deed**") not later than thirty (30) days of Citizens obtaining both the Certificate and the Covenant Not To Sue; no further consideration from the City shall be due in connection with such conveyance. The Parties acknowledge the Deed shall also designate previously identified areas of the Core Properties that are Restricted Areas as described in the Environmental Agreement. The

Parties further acknowledge that IDEM will require Citizens to record an Environmental Restrictive Covenant against the Core Properties in the Marion County Recorder's Office restricting future uses of the Core Properties as described in Section 6 of the Environmental Agreement before IDEM will issue the Certificate; thus, the Environmental Restrictive Covenants shall be recorded before the Deed. The City acknowledges that the Certificate must be recorded against the title to the Core Properties before the Covenant Not To Sue will be issued; thus, the Certificate shall be recorded before the Deed. Citizens shall also comply with any legal requirements applicable to the conveyance of the Core Properties and deliver any instruments necessary for the City to obtain a leasehold owner's title insurance policy, free of any encumbrances that were granted by Citizens or its affiliates, except for encumbrances in existence on the Effective Date or expressly or implicitly required by the terms of this Agreement, the Ground Lease or the Environmental Agreement. Upon execution of the Ground Lease, Citizens shall pay the title premium of an ALTA leasehold owner's title insurance policy with an insured amount that shall not exceed the aggregate of the Lease Fee. Citizens shall have no obligation to pay title insurance premiums for policy endorsements or fee owner title insurance upon delivery of the Deed. All other closing costs shall be allocated as is customary for commercial closings in the Indianapolis, Indiana area. In the event Citizens is unable to obtain the Certificate and the Covenant Not To Sue on or before the expiration of the Term, Citizens shall execute and deliver the Deed to the City on the day the Term expires. Citizens shall reserve in the Deed a permanent, subsurface sanitary sewer deep tunnel easement in favor of CWA Authority, Inc., an Indiana nonprofit corporation created pursuant to an Interlocal Cooperation Agreement between the Sanitary District of the City of Indianapolis and the Citizens Board ("CWA"), on the portion of the Core Properties depicted on Exhibit B-1 and B-2 of the Environmental Agreement.

(viii) Citizens shall retain the right to access the Core Properties for purposes of complying with any ongoing obligations required by the approved RWPs, the Certificate and/or Covenant Not To Sue, which shall be on terms mutually agreeable to the Parties, acting reasonably and in good faith and shall be consistent with the provisions of Paragraph 7 of the Environmental Agreement, and shall be recorded in an easement binding on the Core Properties and which shall run in favor of Citizens (the "**Environmental Easement**").

(ix) Notwithstanding anything to the contrary in this Agreement, the City expressly reserves the right to acquire all or a part of Pleasant Run Crossing North and/or Pleasant Run Crossing South prior to the end of the term of the Ground Lease, so long as Citizens has consented to the same, such consent not to be unreasonably withheld, conditioned or delayed. In the event Citizens agrees to convey all or a portion of Pleasant Run Crossing North and/or Pleasant Run Crossing South to the City, a Public Party or a Private Party prior to obtaining both the Certificate and the Covenant Not To Sue (an "**Early Conveyance**"), Citizens shall retain (i) its access and use rights in the Ground Lease, (ii) its rights described in Article III(A)(iii), (vi) and (viii) of this Agreement, and (iii) its rights described in Paragraph 7 of the Environmental Agreement. An Early Conveyance shall not release the portions of Pleasant Run Crossing North and/or Pleasant Run Crossing South which are conveyed from the obligations in the Environmental

Agreement or this Agreement that are applicable to that property so long as the Ground Lease remains in effect. Any such conveyance is subject to any subsequent agreements that Citizens may reasonably require to effect such conveyance. The City shall have no right to acquire any portion of Pleasant Run Crossing prior to the end of the term of the Ground Lease.

B. Execution of Ground Lease. Citizens and the City shall negotiate the form of the Ground Lease, acting reasonably and in good faith, no later than sixty (60) days after the Effective Date. The Ground Lease shall be executed not later than ten (10) days following the satisfaction of the Conditions Precedent, as defined in Article VIII. The Parties shall record an executed original of the Ground Lease in the land records of the Marion County Recorder's Office.

C. Development and Construction of Project Improvements. In the event the City decides to develop and construct additional improvements on the Core Properties that are not depicted on the Citizens approved Site Development Plans ("**New Project Improvements**"), the City shall submit any plans for the New Project Improvements which interfere with those matters in the Citizens Site Impact Approvals to Citizens, which shall be subject to Citizens' approval in accordance with the procedures and terms contained in Article II ("**New Improvement Approval Rights**") provided that Citizens' approval of the New Project Improvements shall be based on the matters which are a part of the Citizens Site Impact Approvals and shall not be unreasonably withheld. The New Improvement Approval Rights and the City's obligations to obtain approval for any material changes to the Site Development Plans under Article II(B) shall terminate upon the termination of the Ground Lease and the conveyance of all Core Properties to the City.

D. Conveyance of Future Development Property. Contemporaneously with executing and delivering the Ground Lease, Citizens or its affiliated entities will convey the portions of the Citizens Property identified as Twin Aire, Prospect Place West, and Prospect Place East on Exhibit A (the "**Future Development Property**") to the City upon the terms and conditions in this Article III (D):

(i) The City shall pay Two Million One Hundred Thousand Dollars (\$2,100,000.00) to Citizens for the Future Development Property (the "**Purchase Price**") as follows: (a) Twin Aire – One Million Two Hundred Sixty Dollars (\$1,260,000.00); (b) PPE – Six Hundred Seventy-Two Thousand Dollars (\$672,000.00); and (c) Prospect Place West – One Hundred Sixty-Eight Thousand Dollars (\$168,000.00).

(ii) Citizens or its affiliated entity shall quit claim the fee simple title to the Future Development Property and the residential lots adjacent to and east of PPE (the "**Future Development Deed**"), shall comply with any legal requirements applicable to the conveyance of the Future Development Property and shall deliver any instruments necessary for the City to obtain an owner's title insurance policy in an amount equal to the Purchase Price. The Parties acknowledge the Future Development Deed shall also designate previously identified areas of the Future Development Property that are Restrictive Areas as described in the Environmental Agreement.

(iii) The City shall deliver a permanent sanitary sewer easement in favor of CWA on portions of Prospect Place West for the development, construction, operation and maintenance of sanitary sewer improvements related to The DigIndy Tunnel Project ("**Tunnel Improvements**") based upon other such sanitary sewer easements the City has previously granted to CWA in a location reasonably approved by the City (the "**Tunnel Easement**"). The Tunnel Easement shall also grant CWA an exclusive, temporary construction easement on and across the entirety of Prospect Place West until December 31, 2024 in order to construct the Tunnel Improvements.

(iv) PPE shall be subject to an Environmental Easement which shall contain (1) a reservation of rights in favor of Citizens similar to the access rights described in Article III (A)(viii), (2) a covenant permitting Citizens to record a Certificate of Completion against the title to Prospect Place East in accordance with the procedures and terms contained in Article III (A)(vii), (3) a covenant with respect to Contractors (defined herein) that complies with the terms of Article III (F), and (4) a reservation of rights to record an Environmental Restrictive Covenant, if necessary, as set forth in Section 6 of the Environmental Agreement.

(v) The Parties shall prorate real estate taxes, personal property taxes and other governmental assessments (collectively, "**Governmental Charges**") on an assessment basis as is customary for commercial real estate transactions in Indianapolis, Indiana based on the most current tax bill available. Governmental Charges first due and payable prior to the Closing Date shall be paid by Citizens. All other items customarily apportioned in Indiana in connection with the sale of similar properties shall be pro-rated as of the date the Future Development Property is conveyed to the City.

E. Subsequent Conveyance of Citizens Property. For a period of seven (7) years after the execution of the Ground Lease and the conveyance of the fee simple title of the Future Development Property, in the event the City conveys, assigns, subleases or otherwise transfers an interest in the Citizens Property to a third party for the purpose of facilitating the Project or any other development (individually and collectively, a "**Transfer**"), the City shall pay Citizens fifty percent (50%) of the Net Proceeds (which shall be the consideration received for the Transfer less the value of any improvements made on the property and less the allocated purchase price for the property), if any, received from a Transfer ("**Transfer Consideration**") on the earlier of the closing of the Transfer or the date the City receives Transfer Consideration. A Transfer shall not include (i) the City's conveyance of a real property interest to a utility provider or a public entity that will provide utility or public services to the contemplated development or any other easement rights; (ii) space leases for a part of any building constructed on the Citizens Property; and (iii) license, profits or similar short term agreements of ninety (90) days or less.

F. Deed Covenants. An important consideration in Citizens' willingness to enter into this Agreement and perform the obligations contained herein is that the City be responsible for the conduct of its representatives, contractors, consultants, developers and agents that perform services related to the development, construction and operation of the Project or other work that involves the Citizens Property (collectively, "**Contractor(s)**"). Accordingly, the City shall ensure that the type of Contractors identified in Paragraph 13 of the Environmental Agreement shall comply with Paragraph 13 of the Environmental Agreement including but not

limited to the execution and delivery to Citizens of an Accession Agreement (as such term is defined in the Environmental Agreement) for as long as such obligations are in effect under the Environmental Agreement (collectively, "**Contractor Obligations**"). The City's obligations in this Article III (F) shall run with the title to the Citizens Property and shall be recorded in the deed records as a memorandum of the Environmental Agreement. The Contractor Obligations shall not include Contractor work or services that solely involve the interior of constructed improvements once the improvement at issue has been completed.

G. Reserved Utility Easements. The Parties acknowledge that the Citizens Property is burdened by gas improvements related to Citizens' operation of the System and sanitary sewer improvements related to Citizens' operation of the municipal sanitary sewer system that are depicted on Exhibit B (collectively, the "**Citizens Utilities**"). To the extent the Citizens Utilities are not located in easements or other recorded occupancies as of the Effective Date, the Parties shall use good faith efforts to memorialize Citizens' right to utilize the Citizens Utilities in the Ground Lease and any mutually agreeable and commercially reasonable easements necessary to reserve such rights upon delivery of the Deed and/or the Future Development Deed.

ARTICLE IV. ENVIRONMENTAL MATTERS

A. General Environmental Matters. The City acknowledges that portions of the Core Properties and PPE have been historically used as a facility that used coal to manufacture gas for delivery to the System and to manufacture other by-products. The City further acknowledges it understands that portions of the Core Properties and PPE contain soil and other materials that cannot be disturbed, removed or stored without considering Citizens' obligations under the RWP and the Parties' compliance with the Soil Management Plan attached to the RWP (collectively, "**Environmental Matters**"). All Environmental Matters related to the Core Properties and PPE shall be addressed in a separate environmental agreement to be executed between the Parties on even date herewith (the "**Environmental Agreement**"). The final form of the Environmental Agreement shall be subject to such modification as may be required due to IDEM requirements or changes to the RWP so long as approved by the City and Citizens, such approval not to be unreasonably withheld, conditioned or denied. The Parties further agree there may be certain synergies between the work Citizens will perform to implement the RWP and the work the City will perform to develop and construct the Community Justice Facilities that could result in cost savings or other value to one or both Parties (collectively, "**Cost Savings**"). The Parties shall use good faith efforts to incorporate Cost Savings into the Environmental Agreement to the extent mutually acceptable and beneficial to both Parties. The City shall have no obligation in the Environmental Agreement to assume any responsibility or incur any costs for Citizens' implementation of the RWP that do not result in Cost Savings. Citizens shall have no obligation to assume any responsibility or incur any costs for the City's development and construction of the Community Justice Facilities that do not result in Cost Savings.

B. Credits for Cost Savings. The Parties intend that any Cost Savings mutually agreed upon under the terms of the Environmental Agreement shall be credited against the City's obligation to pay the Lease Fee or added to the City's obligation to pay the Lease Fee, depending

on which Party is performing the Cost Savings activity. In the event the agreed-upon Cost Savings cannot be determined until after the execution of the Ground Lease, each Party shall reimburse its respective share of any Cost Savings to the other Party pursuant to the Environmental Agreement within thirty (30) days of the mutual determination of the amount of the Cost Savings. The Parties' obligations with respect to post-Ground Lease execution reimbursement of Cost Savings shall be governed by the Environmental Agreement.

ARTICLE V. ACCESS TO CITIZENS PROPERTY

The Parties acknowledge the City has had access to the Core Properties for the purpose of preliminary Project planning pursuant to that certain Access Agreement executed by the Parties on May 9, 2017 (the "**Access Agreement**"). The City's rights to access the Core Properties prior to the execution of the Ground Lease shall continue to be subject to and in accordance with the terms of Access Agreement. The City and Citizens hereby agree that the Access Agreement is hereby incorporated into this Agreement by this reference thereto as if fully set forth herein in its entirety and applies to PPE, Prospect Place West and Twin Aire in addition to the Core Properties. Upon the execution of the Ground Lease and the delivery of the Future Development Deed, the Access Agreement shall terminate and the Parties shall have no further rights or obligations to one another under the Access Agreement, except those rights and obligations that expressly survive termination.

ARTICLE VI. INFRASTRUCTURE IMPROVEMENTS

The City will be solely responsible for all necessary infrastructure improvements and utility facilities for the Project. To the extent the City requests utilities supplied by Citizens, Citizens will use commercially reasonable and customary efforts in ensuring that utilities sufficient to support the Project will be made available to the City upon the terms and conditions that are available to other Citizens' rate payers. Any Citizens owned facilities necessary for the Project or otherwise requested by the City will be installed pursuant to all applicable laws and regulatory approvals necessary for Citizens to comply with the service requested. Any utility service the City requests from Citizens shall be memorialized in a separate agreement or agreements that incorporate Citizens' applicable standard tariff and terms and conditions, which are on file with the Indiana Utility Regulatory Commission ("Commission") and are subject to modification from time to time, subject to the Commission's approval.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

A. Citizens Representations and Warranties.

(i) Citizens has all requisite power and authority to execute and deliver this Agreement. Subject to Article VIII below, the execution and delivery of this Agreement and the performance of the obligations of Citizens hereunder and the consummation by Citizens of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action, and no other proceeding on the part of Citizens is necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Citizens and constitutes a legal, valid and binding obligation of Citizens, enforceable against Citizens in accordance with

its terms and conditions, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally.

(ii) The execution, delivery and performance of this Agreement by Citizens upon satisfaction of the conditions set forth herein do not and shall not: (a) violate or conflict with any provision of any governing document of Citizens; (b) violate any provision of law, or any order, judgment or decree of any court or other governmental authority, or (c) violate or result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which Citizens is a party or by which it is bound or to which any of its properties or assets is subject; in each case where such violation, breach, default or resulting lien or restriction could reasonably be expected to have a material adverse effect on the consummation of any of the transactions contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, Citizens must obtain the approvals described in Article VIII (C) before it can perform certain obligations under this Agreement.

(iii) The execution, delivery and performance of this Agreement by Citizens and the consummation by Citizens of the transactions contemplated hereby will not require any notice to, or consent, authorization or approval from any person or governmental authority or any third party other than affiliates of Citizens, other than as identified in this Agreement and/or as communicated to the City in writing.

(iv) Citizens has not entered into any leases or other occupancy agreements demising any portion of the Citizens Property other than matters of record and, to Citizens' knowledge, there are no leases or other occupancy agreements demising any portion of the Citizens Property other than matters of record.

(v) No demands, claims, or litigation, including but not limited to condemnation, eminent domain, or similar proceedings, has been served upon Citizens with respect to the Citizens Property that remains outstanding, and, to Citizens' knowledge, no such demands, claims or litigation have been threatened in writing, except to the extent the Core Properties' and PPE's enrollment in the VRP and the submission of the RWPs to IDEM could be considered litigation, a demand or a claim.

(vi) No broker, finder or other person is entitled to any commission or finder's fee by reason of any agreement or action of Citizens in connection with this Agreement or the transactions contemplated by this Agreement.

B. City Representations and Warranties.

(i) The City has all requisite power and authority to execute and deliver this Agreement. Subject to Article VIII below, the execution and delivery of this Agreement and the performance of the obligations of the City hereunder and the consummation by the City of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action, and no other proceeding on the part of the City is

necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms and conditions, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally.

(ii) The execution, delivery and performance of this Agreement by the City upon satisfaction of the conditions set forth herein do not and shall not: (a) violate or conflict with any provision of any governing document of the City; (b) violate any provision of law, or any order, judgment or decree of any court or other governmental authority, or (c) violate or result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which the City is a party or by which it is bound or to which any of its properties or assets is subject; in each case where such violation, breach, default or resulting lien or restriction could reasonably be expected to have a material adverse effect on the consummation of any of the transactions contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, the City must obtain the approvals described in Article VIII (B) before it can perform certain obligations under this Agreement.

(iii) The execution, delivery and performance of this Agreement by the City and the consummation by the City of the transactions contemplated hereby will not require any notice to, or consent, authorization or approval from any person or governmental authority or any third party.

(iv) No broker, finder or other person is entitled to any commission or finder's fee by reason of any agreement or action of the City in connection with this Agreement or the transactions contemplated by this Agreement.

C. Survival. All of the representations and warranties contained in this Article VII shall survive for a period of six (6) months after the Termination Date.

D. Limitation on Citizens' Representations and Warranties. Except for the representations and warranties of Citizens expressly set forth in this Agreement, the Ground Lease and the Environmental Agreement, the City warrants and acknowledges to and agrees with Citizens that the City is leasing the Core Properties and acquiring the Citizens Property in their "as-is, where is" condition "with all faults", and specifically and expressly without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability, or any other warranty of any kind, nature, or type whatsoever from or on behalf of Citizens. Except for the representations and warranties of Citizens expressly set forth in this Agreement, the Ground Lease and the Environmental Agreement, Citizens specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning (i) the value, nature, quality or condition of the Citizens Property, including, without limitation, the water, soil, geology and geotechnical suitability for the Project, (ii) the income to be derived from the Citizens Property, (iii) the suitability of the Citizens Property for any and all activities and uses which the City may conduct

thereon, including the possibilities for future development of the Future Development Property, (iv) the compliance of or by the Citizens Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Citizens Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Citizens Property, (vii) the manner, quality, state of repair or lack of repair of the Citizens Property, or (viii) any other matter with respect to the Citizens Property. The City acknowledges and agrees that, except for the representations and warranties of Citizens expressly contained in this Agreement, any information provided by or on behalf of Citizens with respect to the Citizens Property was obtained from a variety of sources and that Citizens has not made any independent investigation or verification of such information and makes no representations or warranties as to the accuracy or completeness of such information. Citizens shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Citizens Property, or the operation thereof, furnished by any Citizens' agent, employee, servant or other person except for the express representations and warranties set forth in this Agreement. The City further acknowledges and agrees that the City is sophisticated and experienced with respect to the leasing, acquisition and development of properties such as the Citizens Property and has been duly represented by counsel and other professionals in connection with the negotiation of this Agreement. Citizens has made no agreement with the City to alter, repair or improve the Citizens Property as part of this transaction, except for Citizens' obligations under the RWP or as provided in the Environmental Agreement.

E. The City acknowledges that it has and will continue to have the opportunity to inspect the Citizens Property prior to execution of the Ground Lease, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Citizens Property and adjacent areas as the City deems necessary to develop and construct the Project. The City further acknowledges that changes in applicable laws and regulations may impact the use or future development of the Citizens Property and that adverse physical characteristics and conditions may not have been revealed by its investigation.

ARTICLE VIII. CONDITIONS PRECEDENT

A. Conditions Precedent. The Parties acknowledge and agree that each Party must obtain additional approvals in order to proceed with the Project (the "**Condition(s) Precedent**") which shall be satisfied no later than October 31, 2018 (the "**Condition Date**"). If any Conditions Precedent is not resolved by the Condition Date, this Agreement shall terminate unless the Parties agree to extend the Condition Date. The Parties further acknowledge and agree their obligation (i) to perform the obligations under this Agreement and (ii) to execute the Ground Lease and the Environmental Agreement is contingent upon each Party's satisfaction or waiver of their respective Conditions Precedent by the Condition Date. The Parties agree to work reasonably and in good faith to satisfy the Conditions Precedent on or before the Condition Date.

B. The City's Conditions Precedent. The following shall be the Conditions Precedent to the City's obligations under this Agreement and with respect to the Project:

(i) the City determines in its sole discretion it can execute and perform its obligations under the Ground Lease and the Environmental Agreement in accordance with all statutory, regulatory, legal and other requirements that are applicable to Citizens and the City and any Citizens affiliates that may own portions of the Citizens Property, including, but not limited to, the approval of the Agreement;

(ii) the City obtains all necessary approvals and consents which the City determines in its sole and absolute discretion are necessary or advisable to comply with any and all laws, statutes, rules, regulations applicable to the development of the Project on the Citizens Property and the conveyance of the Citizens Property to the City and related to entering into the Ground Lease and the Environmental Agreement;

(iii) the City determines the Project can be developed and constructed on the Core Properties in such a manner that the Citizens Site Impact Approvals can be satisfied;

(iv) the City determines, in its sole and absolute discretion that neither it, nor Citizens is subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the Project;

(v) the City has completed, to its satisfaction, its business, financial, legal, regulatory, environmental, geo-technical and similar due diligence with respect to the suitability of the Citizens Property for the Project;

(vi) the Parties have mutually approved the Site Development Plans; and

(vii) the Parties have mutually approved the terms of the Ground Lease and Environmental Agreement; and

(viii) City has approved the PPE ERC, as defined below.

C. Citizens Condition Precedent. The following shall be the Conditions Precedent to Citizens' obligations under this Agreement and with respect to the Project:

(i) Citizens determines in its sole discretion it can execute and perform its obligations under the Ground Lease, the Environmental Agreement and the conveyance of the Future Development Property in accordance with all statutory, regulatory, procedural, and other legal requirements that are applicable to Citizens and the City and any Citizens affiliates that may own portions of the Citizens Property, including, but not limited to, the approval of the Agreement;

(ii) Citizens obtains all necessary corporate, board, third-party and other approvals and consents, which Citizens determines in its sole and absolute discretion are necessary or advisable to comply with any and all laws, statutes, rules, and regulations applicable to the approval and terms of this Agreement, the Ground Lease, the Environmental Agreement and the conveyance of the Future Development Property;

(iii) Citizens determines in its sole and absolute discretion and at any time that the Project and Site Development Plan can be developed and constructed on the Core

Properties in such a manner that the Citizens Site Impact Approvals can be satisfied and that its obligations under the Ground Lease and Environmental Agreement comply with Citizens' obligations under the RWP and all other environmental, health and safety obligations;

(iv) IDEM has issued final written approval of the RWP upon terms that Citizens determines are acceptable in Citizens' sole and absolute discretion;

(v) Citizens determines, in its sole and absolute discretion that neither it, nor the City, is subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the Project;

(vi) the Parties have mutually approved the Site Development Plans;

(vii) the Parties have mutually approved the terms of the Ground Lease and the Environmental Agreement; and

(viii) IDEM has approved the Environmental Restrictive Covenant for Prospect Place East (the "**PPE ERC**") and Citizens has recorded the PPE ERC against title to PPE.

D. Failure to Satisfy a Condition Precedent. If either Party determines in its sole discretion it cannot satisfy, waive, or otherwise resolve one or more of its respective Conditions Precedent on or before the Condition Date, the Party's sole remedy shall be to terminate this Agreement by written notice to the other Party, in the event the Parties shall have no further right or obligation under this Agreement (except for rights and obligations herein which expressly survive the termination of the Agreement). Termination of this Agreement shall not impact the Parties' obligations under the Access Agreement or the Mutual Non-Disclosure Agreement.

ARTICLE IX. GENERAL PROVISIONS.

A. Term. The term of this Agreement shall be for the period commencing on the Effective Date and continuing through the Termination Date (the "**Term**"). As used herein, the "**Termination Date**" shall be the earlier of the date that (i) the Citizens Property is conveyed from Citizens to the City pursuant to the terms of the Ground Lease, or (ii) this Agreement is canceled or terminated pursuant to the terms and conditions herein. If the Termination Date occurs after the execution of the Ground Lease and Environmental Agreement, the Ground Lease and Environmental Agreement shall continue in accordance with their terms.

B. Assignment. Subject to the provisions of Article III(A)(vi), neither Party shall be entitled to assign its rights hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld, denied or conditioned; provided that the City may assign its interest herein to another department, agency or political subdivision of the City and may collaterally assign its right under this Agreement in connection with any financing for the Project without any consent or approval from Citizens.

C. No Waiver. No failure on either Party's part at any time to require the other Party's performance of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on either Party's part of any

term hereof shall be taken or held to be a waiver of any other term hereof or breach thereof.

D. Severability. Invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

E. Entire Agreement: Written Modifications. This Agreement, in conjunction with the Environmental Agreement, Ground Lease, and any subsequent documentation agreed-upon by the Parties to effectuate the terms of these agreements, contains the entire understanding between the Parties with respect to environmental matters related to the Citizens Property. All prior representations, promises, and oral agreements between the Parties with respect to environmental matters are merged hereunto and expressed herein. This Agreement shall not be amended, modified or supplemented except by written agreement signed by both Parties.

F. Governing Law. This Agreement shall be governed by and subject to the laws of the State of Indiana.

G. Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in interpretation of any part hereof.

H. Notices. All notices and other communications hereunder, including, without limitation, all requests for approvals and notices of approvals or disapprovals, shall be in writing and shall be deemed to have been duly given if sent personally, by a reputable, publicly traded overnight delivery service or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Citizens:	Citizens Energy Group 2020 North Meridian Street Indianapolis, IN 46202-1393 Attn: Ms. Jennett M. Hill, Esq.
With a Copy To:	Ice Miller LLP One American Square, Suite 2900 Indianapolis, IN 46282 Attn: Mr. Richard J. Thrapp, Esq.
To the City:	City of Indianapolis Corporation Counsel City-County Building, 1601 200 E. Washington St. Indianapolis, IN 46204 Attn: Mr. Andrew J. Mallon, Esq.
With a Copy To:	Faegre Baker & Daniels 300 N. Meridian Street, Suite 2700 Indianapolis, IN 46204

Attn: Mr. Scott Chinn, Esq.

or to such other address as shall be furnished in writing by either Party to the other Party. All notices and other communications hereunder given in the manner provided above shall be deemed effective on the date personally delivered or, if sent by certified mail or by overnight mail, on the date of delivery or when delivery is first attempted.

I. Confidentiality. The Parties executed a Mutual Non-Disclosure Agreement on March 28, 2017, in order to facilitate the Parties' discussions regarding the Project (the "**NDA**"). The provisions of the NDA are hereby incorporated into this Agreement in all respects, and all information shared between the Parties shall be subject to the NDA, including the provisions regarding Common Legal Interest set forth in Section 5 of the NDA. The effectiveness and enforceability of the NDA shall be separate from and shall survive the termination of this Agreement. No other provision of this Agreement shall be construed as authorizing the disclosure of Confidential Information (as defined in the NDA) that concerns Common Legal Interest or waiving the Common Legal Interest Privilege.

J. Cooperation. The Parties agree to cooperate with each other, acting reasonably and in good faith, in the implementation of the terms of this Agreement, including, without limitation, preparing the form of the Ground Lease, the Environmental Restrictive Covenants and other documents required to implement the terms of this Agreement, and making any RWP required amendments to the Environmental Agreement, permitting access to the RWP in connection with the preparations of the Site Development Plans and for other due diligence related to the Project, and assisting the Parties in obtaining any required permits and approvals for each of their obligations under this Agreement including, without limitation, the execution of any zoning or land use applications or documentation. Such cooperation shall include Citizens signing authorizations and/or consents for the City to obtain zoning modifications and other land use approvals related to the Project, so long as Citizens does not incur third party costs in cooperating with the City.

K. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument. For evidentiary purposes, faxed or electronically transmitted counterparts of this Agreement shall be deemed to be originals.

[The rest of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY:

CONSOLIDATED CITY OF INDIANAPOLIS
AND MARION COUNTY



Andrew J. Mallon, Corporation Counsel

APPROVED AS TO FORM AND LEGALITY:



Corporation Counsel

(Signature Page to Project Agreement)

CITIZENS:

DEPARTMENT OF PUBLIC UTILITIES FOR
THE CITY OF INDIANAPOLIS, ACTING BY
AND THROUGH THE BOARD OF DIRECTORS
FOR UTILITIES, AS TRUSTEE, IN
FURTHERANCE OF A PUBLIC CHARITABLE
TRUST D/B/A CITIZENS ENERGY GROUP

A handwritten signature in blue ink, appearing to read 'J. Harrison', written over a horizontal line.

Jeffrey A. Harrison, President and Chief Executive
Officer

(Signature Page to Project Agreement)

EXHIBIT A

CITIZENS PROPERTY



EXHIBIT B

CITIZENS UTILITIES

