

EXHIBIT B: Commitments modifying or terminating existing commitments concerning the use or development of real estate made in connection with a Development Plan Approval, Zone Map Change, or Planned Unit Development.

NOTE: The Town of Plainfield Zoning Ordinance requires the use of this form in recording commitment modification(s) or termination(s) with respect to a Development Plan Approval, Zone Map Change or Planned Unit Development in accordance with I.C. 36-7-4-613 or I.C. 36-7-4-615.

In accordance with I.C. 36-7-4-613 or I.C. 36-7-4-615, the Owner of the real estate located in Town of Plainfield, Hendricks County, Indiana, which is described below, makes the following modification(s) or termination(s) of commitment(s) concerning the use and development of the following described parcel of real estate:

Legal Description	<input checked="" type="checkbox"/> See attached Exhibit B.1 <div style="text-align: right;">-or shown below-</div>

Statement of Commitments	<input checked="" type="checkbox"/> See attached Exhibit B.2 <div style="text-align: right;">-or shown below-</div>				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 20px;">1.</td> <td rowspan="4" style="text-align: center; color: red; border: 1px solid red;"> PROPOSED TERMINATION OF EXISTING COMMITMENTS HAVE BEEN REDLINED OUT WITHIN THE ATTACHED EXHIBIT B.2 </td> </tr> <tr><td>2.</td></tr> <tr><td>3.</td></tr> <tr><td>4.</td></tr> </table>	1.	PROPOSED TERMINATION OF EXISTING COMMITMENTS HAVE BEEN REDLINED OUT WITHIN THE ATTACHED EXHIBIT B.2	2.	3.
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2.					
3.					
4.					

These MODIFICATION OR TERMINATION OF COMMITMENTS shall run with the land, be binding on the Owner of the above-referenced real estate, subsequent owners of the above-referenced real estate and other persons acquiring an interest therein. These COMMITMENTS may be modified or terminated by a decision of the town Plan Commission made at a public hearing after proper notice has been given.

MODIFICATION OR TERMINATION OF COMMITMENTS contained in this instrument shall be effective upon adoption of modification or termination approved by the Town of Plainfield Plan Commission in petition #_____.

These COMMITMENTS may be enforced jointly or severally by:

1. The Town of Plainfield Plan Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred (600) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for approval, however; and
3. _____

The undersigned hereby authorizes the Secretary of the town Plan Commission to record this MODIFICATION OR TERMINATION OF COMMITMENTS in the Office of the Recorder of Hendricks County, Indiana, upon final approval petition #_____ by the Town of Plainfield Plan Commission.

IN WITNESS WHEREOF, Owner/Authorized Agent has executed this instrument this 19th day of December, 2025.

SIGNATURE OF OWNER/AUTHORIZED AGENT

Owner/Authorized Agent for:	Teachers' Retirement System of the State of Kentucky
Signature:	<i>Philip L Webb</i>
Printed:	Philip L. Webb
Title:	Director of Investment Special Projects

NOTARIZATION

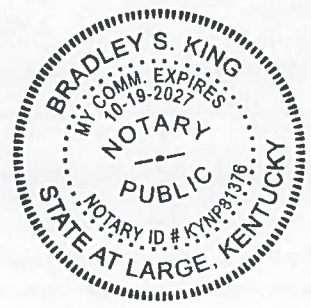
State of: Kentucky)
) SS:
 County of: Franklin)

Before me, a Notary Public in and for said County and State, personally appeared Philip L Webb (name), the Director of Investments (title) of Teachers Retirement System of the State of Kentucky (organization, if applicable), Owner(s)/Authorized Agent of the real estate described above who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true. *Special Projects*

Witness my hand and Notarial Seal this 19th day of December, 2025

Signature *Bradley King*
 Printed Bradley King

County of Residence Franklin
 My Commission Expires: 10-19-2027
 Commission Number: KYNP81376



LEGAL DESCRIPTION

LOT NUMBER 1 IN DAN JONES COMMONS, SECTION ONE, AN ADDITION TO THE TOWN OF PLAINFIELD, HENDRICKS COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED MARCH 20, 2000, IN PLAT CABINET 3, SLIDE 62, PAGES 2A AND 2B AS INSTRUMENT NUMBER 2000-5888. AMENDED BY CERTIFICATE OF CORRECTION RECORDED IN BOOK 205 PAGE 52 AS INSTRUMENT NUMBER 2000-27604, IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA.

EXHIBIT B.2

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A DEVELOPMENT PLAN APPROVAL, ZONE MAP CHANGE OR PLANNED UNIT DEVELOPMENT REQUIRED BY THE TOWN OF PLAINFIELD ZONING ORDINANCE

In accordance with I.C. 36-7-4-613, the Owner of the real estate located in the Town of Plainfield, Hendricks County, Indiana, which is described below, makes the following commitments concerning the use and development of the following described parcel of real estate:

SEE LEGAL DESCRIPTION ATTACHED AND MARKED AS EXHIBIT "A"

STATEMENT OF COMMITMENTS

A. The Real Estate may not be used for or create the following:

1. any public or private nuisance;
2. any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness (excluding construction periods);
3. any obnoxious odor;
4. any noxious, toxic, caustic or corrosive fuel or gas not properly contained in accordance with governmental regulation;
5. any dust, dirt or flyash in excessive quantities and not complying with governmental regulation;
6. any unusual fire, explosion or other damaging or dangerous hazard including the storage, display or sale of explosives or fireworks;
7. any warehouse (but any area within a store or restaurant for the storage of goods intended to be sold at such store, restaurant or other business on the real estate shall not be deemed to be a warehouse), smelting, agriculture or mining operations;
8. any mobile home or trailer court, labor camp, junkyard, stockyard or animal raising;
9. any drilling for and/or removal of subsurface substances except in the instance of property development for construction purposes and removal of hazardous materials;
10. any dumping of garbage or refuse except in the instance of normal and customary trash dumpsters and trash removal;
11. any automobile body and fender repair work or any facility who's primary business is the sale, rental, display or storage of any new or used motor vehicles, trailers, tractors or machinery or automobile parts;
12. the display or sale of any X-rated or otherwise explicitly pornographic films, movies or other materials or for topless/nude shows or massage parlors within the parcels;
13. for the sale or handling of any "hazardous" or "toxic" materials other than normal and customary retail sales; ~~or~~ excluding materials associated with convenience stores and gas stations/fuel dispensing facilities
14. any nightclub or pub;

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15. any use set forth on Exhibit B attached hereto.

- ~~B. Any loading dock area or trash dumpster located on the Real Estate shall maintain a privacy fence at the west and north sides.~~
- ~~C. The Petitioner shall complete work which would upgrade the intersection at Dan Jones Road and U.S. 40 to expand the two-lane cross-section of Dan Jones Road so that the area south of the proposed drive would have two northbound lanes, a southbound through lane, and a southbound left and right turn lanes. Said work shall be subject to approval by the Town Engineer. This condition is subject to any cost savings and cost sharing that would be approved by the Town Council.~~

D. The Petitioner shall provide INDOT's requirements or restrictions for the entrance proposed on U.S. 40 to the Town and shall conform to such requirements and restrictions and the access shall be subject to the approval of the Town Engineer.

The Commitments contained in this instrument shall be effective upon the approval of Petition RZ-99-014 pursuant to the Town of Plainfield Zoning Ordinance and shall continue in effect until modified or terminated by the Town of Plainfield Plan Commission.

These Commitments may be enforced jointly or severally by:

1. The Town of Plainfield Plan Commission:
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six hundred (600) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for approval.

The undersigned hereby authorizes the Secretary of the Town of Plainfield Plan Commission to record this Commitment in the office of the Recorder of Hendricks County, Indiana, upon final approval of Petition RZ-99-014.

These commitments shall run with the land, be binding on the Owner of the above described real estate, subsequent owners of the above-described real estate and other persons acquiring an interest therein. These Commitments may be modified or terminated by a decision of the Town of Plainfield Plan Commission made at a public hearing after proper notice has been given.

199900029721
 Filed for Record in
 HENDRICKS COUNTY IN
 THERESA D LYNCH
 On 10-12-1999 At 02:48 pm.
 COMMITMENT 21.00
 OR Book 146 Page 26 - 31

IN WITNESS WHEREOF, Owner has executed this instrument this 20th day of September, 1999.

South Construction Company, Inc.

By: DeLinda M Alspaugh

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a Notary Public, in and for said County and State, personally appeared DeLinda M Alspaugh, who acknowledged the execution of the foregoing to be voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 20th day of September, 1999.



My Commission Expires:

3-4-2008

Ellen M. Hubbard
Notary Public - Signature

Ellen M. Hubbard
Notary Public - Printed Name

Resident of Boone County

This instrument was prepared by Ben Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, Telephone: (317) 745-4300.

BANNING ENGINEERING, P.C.
698 TOWER ROAD, SUITE 100
PLAINFIELD, IN 46168
Phone 317-839-2581 / Fax 838-9171
E-mail banning@banning-eng.com

Job No.: 98-658
BLH

LAND DESCRIPTION
Walgreens Parcel

That portion of the Southeast Quarter of Section 26, Township 15 North, Range 1 East of the Second Principal Meridian in the Town of Plainfield, Hendricks County, Indiana, also being a portion of that land conveyed to South Construction Company, Inc. (Public Service Co., Inc.) by deed recorded in Deed Book 161, Page 151, in the Office of the Recorder of said county, described as follows:

Considering the center line of U.S. Highway 40 as bearing South 70 degrees 37 minutes 00 seconds West as per deed of the land conveyed to the State of Indiana described in Deed Book 319, Pages 209-210 in said county records and per INDOT plans for U.S. Highway 40, Project No. ST-129-3(C) with all bearings contained herein being relative thereto.

Commencing at a railroad spike found per county reference ties marking the Northeast corner of said Southeast Quarter; thence South 00 degrees 57 minutes 35 seconds East along the east line of said Southeast Quarter 427.44 feet (South 01 degree 04 minutes 10 seconds East 426.40 feet deed) to the northeast corner of said land conveyed to the State of Indiana; thence South 89 degrees 20 minutes 21 seconds West along the north line of said land 25.00 feet to the northwest corner thereof; thence South 00 degrees 57 minutes 35 seconds East (South 00 degrees 59 minutes 23 seconds East deed) along the west line of said land 39.56 feet to a 5/8 inch rebar with "BANNING ENG LS29800001" cap (herein referred to as "monument") set at the POINT OF BEGINNING; thence continue South 00 degrees 57 minutes 35 seconds East along said west line 85.44 feet to a monument set on the northwesterly right-of-way line of U.S. Highway 40 per said deed to the State of Indiana and said INDOT plans; thence South 04 degrees 35 minutes 57 seconds West along said right-of-way line 148.61 feet (South 04 degrees 38 minutes 29 seconds West 148.63 feet deed) to a monument set; thence South 68 degrees 45 minutes 52 seconds West (South 68 degrees 34 minutes 27 seconds West deed) along said right-of-way line 464.38 feet to a monument set 475.00 feet westerly of and perpendicular to the east line of said Southeast Quarter; thence North 00 degrees 57 minutes 35 seconds West parallel with said east line 340.00 feet to a monument set; thence North 89 degrees 02 minutes 25 seconds East 255.00 feet to a monument set; thence North 48 degrees 26 minutes 28 seconds East 83.41 feet to a monument set; thence North 89 degrees 02 minutes 25 seconds East 131.67 feet to the POINT OF BEGINNING, containing 2.834 acres, more or less, subject to all legal highways, rights-of-way, and easements of record.

C:\WINDOWS\TEMP\98658L.doc REVISED
BLH 09/08/99 Job #98-658

EXHIBIT "A"

EXHIBIT "B"

EXCLUDED USES

Automobile, truck or bus sales and service
 Automobile and truck rental services
 Automobile repair – major
 Automobile repair – minor
 Car wash (automatic and self)
~~Gasoline service station~~
 Painting and customizing
 RV and Camper sales and service
 Tire and auto service center
 Self-service laundry
 Communication relay tower
 Public wells
 Bait sales
 Billiard room
 Bowling alley
 Miniature golf
 Night club
 Outdoor commercial recreational enterprise
 Private recreational development
 Skating rink (ice and roller)
 Indoor or outdoor theater
~~Any Alcoholic Beverage sales~~
 Agriculture seed sales
 Farm equipment sales and service
 Motorcycle/scooters sales, service and repair
 Animal Boarding
 Construction companies, contractors and home remodeling companies which have outside storage
 of materials. Such companies are allowed if there is not outside storage of materials
 Arcade
 Commercial green house
 Cropland and orchards
 Plant nursery
 Automobile auction
 Public utility substation
 Public wells
 Sewage treatment plant
 Water treatment plant
 Roadside food sales stand
 Artificial lake

EXHIBIT "B"

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Self storage (mini) warehouse
Parking garage
Recycling facility
Amusement park
Ball fields
Driving range
Stadium/arena
Lumberyard unless included as part of hardware store or related store
Satellite dish sales and service