CITY OF FISHERS AGENDA

BOARD/COMMISSION: Redevelopment Commission
DATE: 12/19/2024 at 4:00 PM
DIRECTIONS: Fishers Municipal Center, Nickel Plate Conference Room, 3rd floor, 1 Municipal Drive, Fishers, IN 46038

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e. interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should email Kelly Lewark, Office Manager, no later than 48 hours before the scheduled event or call at (317) 595-3487.

1. **Executive Session**
   a. To conduct interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects under Indiana Code § 5-14-1.5-6.1(b)(4)
2. **Call to Order**
3. **Confirmation of Quorum and Proper Notice of Meeting**
4. **Consent Agenda**
   a. Claims 12.19.24
   b. Minutes 10.22.24
5. **Public Hearings**
6. **New Business**
   a. Event Center Land Documents and Resolution FRC 02R121924

b. Andretti 2nd Amendment and Resolution FRC 01R121924

7. Meeting Adjournment

Fishers Redevelopment Commission
Claim Docket 12/19/24

Voucher #/ (APV#)	Inv. Date	Vendor	Description		Amount

Total **$0.00**

12/19/2024
President, Redevelopment Commission Date

12/19/2024
Secretary, Redevelopment Commission Date

12/19/2024
Lisa Bradford, City Controller Date

Fishers Redevelopment Commission
Consent Agenda Claims 12/19/24

Beaver Gravel Corporation	Life Sciences Wall Work	$	1,500.00
Sage Commercial Advisory	Land Appraisal	$	2,500.00
Huntington National Bank	2024 Stations Annual Fees	$	2,000.00
Huntington National Bank	2019 SPFA Debt Service	$	471,390.00
CVK LLC	Meyer Najem 12/24 Rent	$	36,719.15
CVK LLC	Meyer Najem 1/25 Rent	$	36,758.05
UrbanEco Properties	IoT 12/24 Rent	$	14,327.83
UrbanEco Properties	IoT 1/25 Rent	$	14,327.83
Visionary Cove LLC	Launch 12/24 Rent	$	60,372.00
Visionary Cove LLC	Launch 1/25 Rent	$	60,372.00
Switch Offices LLC	11/24 Swich Rent	$	16,060.54
Switch Offices LLC	12/24 Switch Rent	$	16,060.54
Regions Bank	2016 COIT Bonds Debt Service	$	257,450.00
Huntington National Bank	2019 SPFB Debt Service	$	341,500.00
Huntington National Bank	District South 2024B Debt Service	$	436,000.00
Huntington National Bank	2024 Nickel Plate North Debt Service	$	1,167,500.00
Jobsite Supply Inc	Life Sciences Wall Work	$	471.60
SMC Ready Mix Concrete	Life Sciences Wall Work	$	5,940.00
SMC Ready Mix Concrete	Life Sciences Wall Work	$	1,750.00
Baker Tilly US LLP	Continuing Disclosure	$	11,335.50
Baker Tilly US LLP	Saxony Reporting	$	3,627.50
Baker Tilly US LLP	TIF Neutralization and Reporting	$	10,451.25
Pledge Realty Corporation	2025 Insurance Reimbursement	$	8,261.50
TIF Passthroughs			
Huntington National Bank	Stations AA	$	118,514.00
Huntington National Bank	Stations MTA	$	93,850.62
Huntington National Bank	Pullman Pointe AA	$	220,304.81
Bank of New York	Britton Park AA	$	433,510.10
Bank of New York	Shops at Geist Pointe	$	72,222.00
Bank of New York	Crosspoint AA	$	188,083.07
Regions Bank	The Yard AA	$	773,954.76
Regions Bank	River Place AA	$	8,051.29
Regions Bank	Highline AA	$	24,020.79
Regions Bank	SR37 AA	$	415,101.62
Regions Bank	Fishers Automotive AA	$	35,229.88
Regions Bank	Saxony AA	$	592,138.26
Regions Bank	Village Center AA	$	537.92
Regions Bank	Central Indiana Orthopedics AA	$	127,155.67
Regions Bank	Town AA	$	215,332.24
		$	**6,294,682.32**

CITY OF FISHERS REDEVELOPMENT COMMISSION (FRC) MEETING MINUTES
FISHERS MUNICIPAL CENTER- NICKEL PLATE CONFERENCE ROOM
October 22, 2024

EXECUTIVE SESSION – no Executive Session was held
REGULAR MEETING:
Mr. Johnson called the Regular meeting to order at 4:00 p.m. A quorum and proper notice of the meeting were confirmed.
FRC members present: Damon Grothe, Brad Johnson, Dan Canan, Tony Bonacuse, Anderson Schoenrock and Dawn Lang
Others present: Megan Baumgartner, Lawrence Summers, Jennifer Messer, Jordan Willy, Larry Lannan, Rob McMurray, Shelby Bowen, Dustin Meeks
Meeting Minutes: Dan Canan made a motion to approve the minutes of the September 3, 2024 meeting, seconded by Anderson Schoenrock. Motion approved, 5-0.
Approval of Claims: The Claims were approved by consent, 5-0.

New Business:

CityView Restated Project Agreement- Megan Baumgartner presented the restated project agreement for CityView. The new outside closing date is December and it now lines up wit the dates for the LAA. Jennifer Messer also noted that clarifications were added.
Mr. Johnson asked for a Motion. Mr. Bonacuse made a Motion to approve, seconded by Mr. Schoenrock. The Motion was approved, 5-0.

Declaratory Resolution for Union and Crossing Allocation Area- Megan Baumgartner presented the visuals of the area south of the Fishers District which will include Hotel, office building, retail, multi-family, and a parking building. Mr. Johnson asked for a Motion. **Mr. Canan made a Motion to approve, seconded by Mr. Bonacuse. The Motion was approved, 5-0.**

FIB Garage – Megan Baumgartner explained that additional signage and wayfinding for public parking will be paid for from TIF funds. **Mr. Johnson asked for a Motion. Mr. Bonacuse made a Motion to approve, seconded by Mr. Grothe. The Motion was approved, 5-0.**

Amended Pledge Resolution - Dustin Meeks from Barnes & Thornburg presented the financing path for the CityView Bonds. The Developer will enter into a loan agreement with the City (RDC) which is backed up by Taxpayer to pay for Bonds. **Mr. Johnson asked for a Motion. Mr. Schoenrock made a Motion to approve, seconded by Mr. Grothe. The Motion was approved, 5-0.**

Old Business: none
The meeting adjourned at 4:25 p.m.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is dated as of the 17th day of September, 2024 (the "Effective Date") by and between **TTRG IN FISHERS SWORDFISH**, a Delaware limited liability company ("Seller"), and **BW DEVELOPMENT, LLC** ("Buyer").

WITNESSETH:

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated December 1, 2023, (the "Agreement") in connection with the sale of certain property located in the City of Fishers, Hamilton County, Indiana (the "Property"), as more fully described therein.

B. The Closing is currently set to occur on September 25, 2024.

C. Subject to the terms and conditions contained herein, Seller and Buyer wish to amend the terms of the Agreement in order to reflect the agreement of Seller and Buyer with respect to the sale of the Property.

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements of the parties set forth herein below, together with other good and valuable consideration received by each of the parties, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. Capitalized terms which are used but not defined in this Amendment shall have the meanings ascribed thereto in the Agreement.

1. Standstill of Closing. Seller and Buyer agree to suspend the running of any time period identified in the Agreement and agree not to modify or amend the Agreement in any way for a period of thirty (30) days from the Effective Date of this Amendment (the "**Standstill Period**"). Seller and Buyer agree that neither party has waived any of its rights pursuant to the Agreement, nor is relieved of any of its obligations thereunder. After the Standstill Period has expired, the parties will each have the same rights and obligations under the Agreement which the parties would have had if the parties had not agreed to the Standstill Period.

2. Ratification. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement shall remain unaffected, unchanged and unimpaired by reason of this Amendment. The Agreement, as reinstated and amended by this Amendment, is hereby ratified, confirmed and continued in full force and effect.

3. Counterparts. This Amendment may be executed in counterparts, in which case all such counterparts taken together shall constitute one and the same instrument which is binding upon all parties hereto, notwithstanding that all of the parties are not

signatories to the original or the same counterpart. Facsimile signatures shall be treated as original signatures hereon.

SELLER:

TTRG IN FISHERS SWORDFISH, LLC

By: ___________________________________
Name: _________________________________
Title: __________________________________

BUYER:

BW DEVELOPMENT, LLC

By: ___________________________________
Name: _Brad Battin______________________
Title: __Owner________________________________

signatories to the original or the same counterpart. Facsimile signatures shall be treated as original signatures hereon.

SELLER:

TTRG IN FISHERS SWORDFISH, LLC

DocuSigned by:

By: Dan Sink
09CF8AE37DCC4E7...
Name: Dan Sink
Title: Authorized Representative

DS TF DS DS AB

BUYER:

BW DEVELOPMENT, LLC

By: ________________________________
Name: _Brad Battin_____________________
Title: __Owner_____________________________

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is dated as of the 6 day of December, 2024, effective as of November 4, 2024 (the "Effective Date") by and between **TTRG IN FISHERS SWORDFISH**, a Delaware limited liability company ("Seller"), and **BW DEVELOPMENT, LLC** ("Buyer").

WITNESSETH:

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated December 1, 2023, and as amended by that First Amendment to Purchase and Sale Agreement dated September 17, 2024 (collectively, the "Agreement") in connection with the sale of certain property located in the City of Fishers, Hamilton County, Indiana (the "Property"), as more fully described therein.

B. Subject to the terms and conditions contained herein, Seller and Buyer wish to amend the terms of the Agreement in order to reflect the agreement of Seller and Buyer with respect to the sale of the Property.

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements of the parties set forth herein below, together with other good and valuable consideration received by each of the parties, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. Capitalized terms which are used but not defined in this Amendment shall have the meanings ascribed thereto in the Agreement.

2. Purchase Price. Section 1.1(b) of the Agreement shall be deleted and replaced with the following:

   "Purchase Price: One Million Two Hundred Thousand Dollars ($1,200,000.00)."

3. Property Legal Description. Buyer and Seller agree that Exhibit A attached to the Agreement is deleted and replaced with Exhibit A attached to this Second Amendment.

4. Closing. Section 5.1 of the Agreement shall be deleted and replaced with the following:

   "The consummation of the transaction contemplated herein ("Closing") shall occur on or before December 11, 2024.

5. Property Management Agreement. Buyer and Seller agree that Section 10.17 of the Agreement shall be deleted in its entirety.

6. Seller's Buyback Right. A new section shall be added to the Agreement as Section 10.17 as follows:

"If Buyer fails to secure all permits to build and occupy the buildings and commence construction by the date which is six (6) months from the date of Closing ("Option Date"), Seller may, by giving written notice to Buyer, at any time after the Option Date, require Buyer to convey the Property to Seller for the Purchase Price. Seller's rights under this Section 10.17 shall terminate upon the date on which commencement of construction occurs. The term "commence construction", "commencement of construction" or other similar words as used herein, shall mean the commencement of physical construction of footings and foundations for the project to be constructed on the Property."

7. Ratification. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement shall remain unaffected, unchanged and unimpaired by reason of this Amendment. The Agreement, as reinstated and amended by this Amendment, is hereby ratified, confirmed and continued in full force and effect.

8. Counterparts. This Amendment may be executed in counterparts, in which case all such counterparts taken together shall constitute one and the same instrument which is binding upon all parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart. Facsimile signatures shall be treated as original signatures hereon.

SELLER:

TTRG IN FISHERS SWORDFISH, LLC

DocuSigned by:

By: Dan Sink
09CF8AE37DCC4E7...
Name: Dan Sink
Title: Authorized Representative

DS DS TF DS AB

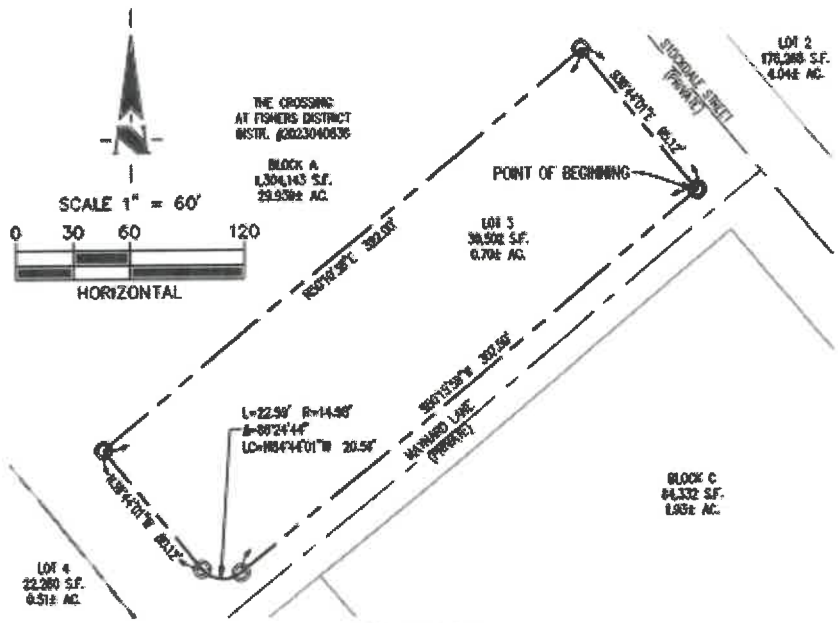
BUYER:

BW DEVELOPMENT, LLC

By: [signature]
Name: Brad Battin
Title: Manager

EXHIBIT B
Legal Description

EXHIBIT – LOT 3



LAND DESCRIPTION

A PART OF LOTS 3 AND A PORTION OF BLOCK 'A' IN THE CROSSING AT FISHERS DISTRICT PLAT RECORDED AS INSTRUMENT NUMBER 2023040636, PLAT CABINET 6, SLIDE 450 IN THE OFFICE OF THE RECORDER FOR HAMILTON COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERN CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 AND EXTENSION OF SAID LINE SOUTH 50 DEGREES 15 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 307.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.98 FEET AND AN ARC LENGTH OF 22.59 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 84 DEGREES 44 MINUTES 01 SECONDS WEST AND A DISTANCE OF 20.51 FEET; THENCE NORTH 39 DEGREES 44 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 80.12 FEET; THENCE NORTH 50 DEGREES 10 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 322.00 FEET TO THE WEST LINE OF STOCKDALE STREET; THENCE ALONG SAID WEST LINE AND THE EASTERN LINE OF SAID LOT 3 SOUTH 39 DEGREES 44 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 95.12 FEET TO THE POINT OF BEGINNING. CONTAINING 0.70 ACRES MORE OR LESS.

ANDREW D. BAXTER, JR., PS
PROFESSIONAL SURVEYOR #LS20400029
dbaxter@schneidergeomatics.com
November 15, 2024

ANDREW D. BAXTER JR.
REGISTERED
No. 20400029
STATE OF
INDIANA
LAND SURVEYOR

REDACTION STATEMENT:
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.

ANDREW D. BAXTER, JR.

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

Schneider

SCHNEIDER GEOMATICS

DATE: 11/15/2024	PROJECT NO.: 2419376
DRAWN BY: CCE	CHECKED BY: ADB
DRAWING FILES:	

THE CROSSING AT FISHERS DISTRICT – LOT 3 LD&E

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is dated as of the 18th day of December, 2024, effective as of November 4, 2024 (the "Effective Date") by and between **TTRG IN FISHERS SWORDFISH**, a Delaware limited liability company ("Seller"), and **BW DEVELOPMENT, LLC** ("Buyer").

WITNESSETH:

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated December 1, 2023, and as amended by that First Amendment to Purchase and Sale Agreement dated September 17, 2024 and that Second Amendment to Purchase and Sale Agreement dated December 6, 2024 (collectively, the "Agreement") in connection with the sale of certain property located in the City of Fishers, Hamilton County, Indiana (the "Property"), as more fully described therein.

B. Subject to the terms and conditions contained herein, Seller and Buyer wish to amend the terms of the Agreement in order to reflect the agreement of Seller and Buyer with respect to the sale of the Property.

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements of the parties set forth herein below, together with other good and valuable consideration received by each of the parties, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. Capitalized terms which are used but not defined in this Amendment shall have the meanings ascribed thereto in the Agreement.

2. Purchase Price. Section 1.1(b) of the Agreement shall be deleted and replaced with the following:

   "Purchase Price: One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00)."

3. Closing. Section 5.1 of the Agreement shall be deleted and replaced with the following:

   "The consummation of the transaction contemplated herein ("Closing") shall occur on or before December 20, 2024.

4. Ratification. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement shall remain unaffected, unchanged and unimpaired by reason of this Amendment. The Agreement, as reinstated and amended by this Amendment, is hereby ratified, confirmed and continued in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, in which case all such counterparts taken together shall constitute one and the same instrument which is binding upon all parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart. Facsimile signatures shall be treated as original signatures hereon.

SELLER:

TTRG IN FISHERS SWORDFISH, LLC

By: ___________________________________
Name: _________________________________
Title: _________________________________

BUYER:

BW DEVELOPMENT, LLC

By: ___________________________________
Name: _________________________________
Title: _________________________________

PURCHASE AND SALE AGREEMENT

This Agreement is made by and between **TTRG IN FISHERS SWORDFISH, LLC**, a Delaware limited liability company ("Seller") who agrees to sell and convey to **BW DEVELOPMENT, LLC** ("Buyer"), and Buyer who agrees to buy from Seller, the property described below for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth (the "Agreement").

ARTICLE 1: PROPERTY/PURCHASE PRICE

1.1. Certain Basic Terms.

(a) Effective Date: The latest date of execution by the Seller and the Buyer, as shown on the signature page hereto.

(b) Purchase Price: One Million Four Hundred Fifty Thousand Dollars ($1,450,000.00).

(c) Earnest Money: Fifty Thousand Dollars ($50,000.00) shall be deposited by Buyer not later than the next business day after the Effective Date. A second deposit of Fifty Thousand Dollars ($50,000.00) will be made by Buyer upon expiration or earlier waiver of the Due Diligence Period ("Additional Deposit"). The Earnest Money, including the Additional Deposit shall become nonrefundable, but applicable to the Purchase Price, upon expiration of the Due Diligence Period, except as otherwise set forth in this Agreement.

(d) Due Diligence Period: The period ending ninety (90) days after the Effective Date.

(e) Approvals Period: The period ending one hundred eighty (180) days after expiration of the Due Diligence Period.

1.2. Property. The property which is shown on Exhibit A (the "Legal Description"), attached hereto and incorporated herein, being a tract of land owned by Seller consisting of approximately 0.51 acres with existing site improvements located in the City of Fishers, Hamilton County, Indiana, and all privileges, and appurtenances pertaining thereto, including any right, title and interest of Seller in and to easements, adjacent streets, alleys or rights-of-way (collectively called "Property") for the development of a 3-story building (approximately 28,000 sq. ft. of office space on 2 upper levels and 14,000 sq. ft. of retail space on the ground level. Final building composition to be agreed upon by Buyer and Seller). The exact legal description of the Property shall be determined upon completion of survey (as described in Section 2.5, below) and attached to this Agreement as Exhibit B.

1.3. Earnest Money. The Earnest Money shall be deposited with Fidelity National Title, 135 N. Pennsylvania, Suite 1574A, Indianapolis, Indiana 46204, Attn: Mark Plassman, Phone: 317-615-2003 Email: mark.plassman@fnf.com ("the Escrow Agent"). In the event that Buyer fails to timely deposit the Earnest Money, this Agreement may be terminated by Seller. If this Agreement terminates pursuant to any express right of Buyer to terminate this Agreement, the Earnest Money shall be refunded to Buyer immediately upon request, and all further rights and obligations of the parties under this Agreement shall terminate. The Earnest Money shall be held and disbursed pursuant to Article 9 of this Agreement.

ARTICLE 2: INSPECTIONS AND TITLE INSURANCE

2.1. Inspections in General. During the Due Diligence Period, Buyer, its agents, and employees shall have the right to enter upon the Property for the purpose of making non-invasive inspections at Buyer's sole risk, cost and expense. At Seller's request, Buyer shall provide Seller with a copy of the results of any tests, inspections, title reports and surveys made or obtained by Buyer. If any inspection or test disturbs the Property, Buyer will restore the Property to the same condition as existed before the inspection or test. Buyer shall defend, and indemnify Seller and any tenant and hold Seller and any tenant, Seller's members and managers, and the agents, contractors and employees of all of them and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's and any tenant's attorneys' fees, arising out of or in connection with Buyer's inspection of the Property as allowed herein. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement.

2.2. Environmental Inspections and Release. The inspections under Paragraph 2.1 may include a non-invasive environmental inspection of the Property. At Seller's request, Buyer shall deliver to Seller copies of any environmental report obtained by Buyer. Buyer, for itself and any entity affiliated with Buyer, waives and releases Seller and Seller's Affiliates (hereafter defined) from and against any liability or claim related to the Property arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, or any other cause of action based on any other state, local, or federal environmental law, rule or regulation (the "Environmental Statutes"); provided, however, that if Buyer or any individual or entity affiliated with Buyer is named in any litigation or threat of litigation brought by a party unrelated to Buyer, then such waiver and release shall not apply to the extent that Buyer is entitled to indemnity from Seller under the Environmental Statutes. The provisions of this paragraph shall survive the Closing or any earlier termination of this Agreement. "Seller's Affiliates" means (a) any entity that directly or indirectly controls, is controlled by or is under common control with the Seller, or (b) any entity at least a majority of whose economic interest is owned by Seller; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

2.3. Termination During Due Diligence Period. If Buyer determines, in its sole discretion, before the expiration of the Due Diligence Period that the Property is unacceptable for Buyer's purposes, Buyer shall have the right to terminate this Agreement by giving to Seller notice of termination before the expiration of the Due Diligence Period. In the event the Buyer has not terminated the Agreement on or before the expiration of the Due Diligence Period, Buyer shall be deemed satisfied with the due diligence items set forth in the Agreement and the Earnest Money shall become non-refundable.

2.4. Confidentiality. All information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Buyer, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Buyer, its affiliates, lenders, employees and agents as confidential, and will not be disclosed to anyone other than on a need-to-know basis and to Buyer's consultants who agree to maintain the confidentiality of such information, and will be returned to Seller by Buyer if the Closing does not occur. The confidentiality provisions of this Paragraph 2.4 shall not apply to any disclosures made by Buyer as required by law, by court order, or in connection with any subpoena served upon Buyer; provided Buyer shall provide Seller with written notice before making any such disclosure.

2.5. Title Insurance Commitment and Survey. Seller, at Seller's expense, shall deliver to Buyer a title insurance commitment for a standard coverage ALTA policy for the full amount of the Purchase Price and its current survey. Buyer may obtain an updated or additional survey, at Buyer's sole cost and expense. If the title commitment discloses exceptions that render the title unmarketable or unfit for Buyer's intended purpose, Buyer shall have the right prior to the expiration of the Due Diligence Period, to terminate this Agreement by written notice to Seller whereupon the Earnest Money shall be promptly returned to Buyer, or to accept title subject to such exceptions. A failure to provide such written notice during the Due Diligence Period shall be conclusive evidence of Buyer's willingness to accept title subject to such exceptions.

2.6. Buyer's Reliance on its Investigations. To the maximum extent permitted by applicable law and any warranties of title contained in the Deed delivered at the Closing ("Seller's Warranties"), this sale is made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law) by Seller. As a material part of the consideration for this Agreement, Buyer agrees to accept the Property on an "as is" and "where is" basis, with all faults, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by Seller as to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Buyer acknowledges that Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that, other than the Seller's Warranties, Buyer is not now relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. The provisions of this

Paragraph 2.6 shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

ARTICLE 3: SELLER'S CONDITIONS

Seller, at its sole cost and expense, shall obtain final approval from the City of Fishers of a lot split, minor land division, lot consolidation, plat or replat (as applicable) of the Property ("Plat") so that the Property constitutes a legal lot on the Closing Date separate from any property retained by Seller. Seller shall use commercially reasonable efforts to obtain approval of and record the Plat prior to Closing. Notwithstanding anything to the contrary, Seller shall not be in default of its obligations hereunder if Seller does not obtain the Plat despite Seller using its commercially reasonable efforts to do so by the Closing Date. The Plat attached as Exhibit C, may be modified from time to time, by Seller with the approval of any federal, state, municipal or other political, governmental, or quasi-governmental authority or association or any other entity or third party, including all applicable councils, boards, commissions, committees, departments, and agencies and all applicable utility providers or regulators, having jurisdiction and/or approval rights over the ownership, operation, or use of the Property and/or the construction of improvements thereon (called, individually, a "Governmental Authority" and, collectively, the "Governmental Authorities"). Notwithstanding the foregoing, if the Plat is not approved and recorded prior to Closing, the parties can elect to consummate the Closing using the metes-and-bounds legal description of the Property. In such event, Seller shall, at its sole cost and expense, diligently pursue post-Closing approval of the Plat.

ARTICLE 4: RISK OF LOSS

This Agreement may be terminated by Buyer who shall be entitled to a refund of the Earnest Money in the event of a condemnation or taking under threat of condemnation of any part of the Property.

ARTICLE 5: CLOSING

5.1. Closing. The consummation of the transaction contemplated herein ("Closing") shall occur within thirty (30) days after the expiration of the Approval Period.

5.2. Conditions to the Parties' Obligations to Close. The obligation of Seller, on the one hand, and Buyer, on the other hand, to consummate the transaction contemplated hereunder is contingent upon the performance by the other party of its obligations hereunder and all deliveries to be made at Closing shall have been tendered.

If any condition to Closing hereunder has not been satisfied, the party for whose benefit the condition exists may elect to close, notwithstanding the nonsatisfaction of such condition and there shall be no liability on the part of the other party for nonsatisfaction of such condition or for breaches of representations and warranties of which the party electing to close had knowledge as of the Closing. If a party is in default hereunder, the other party shall have the rights described in Article 8.

5.3. Seller's Deliveries in Escrow. On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following:

(a) Deed. A special warranty deed (warranting title for acts by, through or under Seller) (the "Deed"), executed and acknowledged by Seller, conveying Seller's title to the Property.

(b) State Law Disclosures. Such disclosures and reports as are required by applicable state law in connection with the conveyance of real property;

(c) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller.

(d) Additional Documents. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.4. Buyer's Deliveries in Escrow. On or before the Closing Date, Buyer shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price. The Purchase Price, minus the Earnest Money and plus or minus applicable prorations, deposited by Buyer with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account at a bank satisfactory to Seller no later than 4:00 p.m. Indianapolis time on the day of Closing.

(b) State Law Disclosures. Such disclosures and reports as are required by applicable state law in connection with the conveyance of real property.

(c) Additional Documents. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.5. Closing Statements. At the Closing, Seller and Buyer shall deposit with the Escrow Agent executed closing statements consistent with this Agreement in the form required by the Escrow Agent.

5.6. Costs. The Escrow Agent's escrow fee including any escrow cancellation fee or other fees due upon a termination of this Agreement shall be evenly divided between the parties. Each party shall pay its own attorneys' fees.

ARTICLE 6: PRORATIONS

6.1. Prorations. Buyer will agree to pay all real estate taxes, personal property taxes, and assessments payable after Closing.

6.2. Sale Commissions. Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, salesperson or finder in connection with this transaction. Any Broker retained by Seller is an independent contractor and is not authorized to make any agreement or representation on behalf of Seller. Except as expressly set forth above, if any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party.

ARTICLE 7: BUYER'S REPRESENTATIONS AND WARRANTIES

As a material inducement to Seller to execute this Agreement and consummate this transaction, Buyer represents and warrants to Seller that:

(a) Organization and Authority. Buyer has been duly organized and validly exists. Buyer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Buyer at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which Buyer is a party or to Buyer's knowledge binding on Buyer which is in conflict with this Agreement. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

ARTICLE 8: DEFAULT AND DAMAGES

8.1. Default by Buyer. If Buyer shall default in its obligation to close hereunder, Buyer agrees that Seller shall have the right to have the Escrow Agent deliver the Earnest Money to Seller without limiting or affecting Seller's right to any and all other remedies available at law or equity.

8.2. Default by Seller. If Seller defaults in its obligation to sell and convey the Property to Buyer pursuant to this Agreement, Buyer's sole remedy shall be to elect one of the following: (a) to terminate this Agreement, in which event Buyer shall be entitled to the return of the Earnest Money, or (b) to bring a suit for specific performance provided that any suit for specific performance must be brought within thirty (30) days of Seller's default, Buyer waiving the right to bring suit at any later date. Buyer agrees not to file a lis pendens or other similar notice against the Property except in connection with, and after, the proper filing of a suit for specific performance.

ARTICLE 9: EARNEST MONEY PROVISIONS

Upon a termination of this Agreement, either party to this Agreement (the "Terminating Party") shall give written notice to the other party (the "Non-Terminating Party") of such termination and the reason for such termination. Such request shall also constitute a request for the release of the Earnest Money to the Terminating Party.

ARTICLE 10: MISCELLANEOUS

10.1. Parties Bound. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

10.2. Confidentiality. Buyer shall make no public announcement of the Purchase Price of this Agreement or any information obtained from Seller, to outside brokers or third parties with respect to the Property if Buyer does not purchase the Property. Buyer shall not record this Agreement or any memorandum of this Agreement.

10.3. Headings. The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

10.4. Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

10.5. Governing Law and Venue. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state where the Property is located. Buyer agrees that any litigation in connection with this Agreement shall be brought in either the Superior Court of Vigo County, Indiana or the United States Federal Court for the Southern District of Indiana.

10.6. Survival. Unless otherwise expressly stated in this Agreement, each of the covenants, obligations, representations, and agreements contained in this Agreement shall survive the Closing and the execution and delivery of the Deed required hereunder only for a period of 12 months immediately following the Closing Date; provided, however the indemnification provisions of Paragraphs 2.3 and 6.2 and the provisions of Paragraphs 2.2, 2.4., 6.2 and 10.2 shall survive the termination of this Agreement or the Closing, whichever occurs, and shall not be merged, until the applicable statute of limitations with respect to any claim, cause of action, suit or other action relating thereto shall have fully and finally expired. Any claim brought after Closing based upon a misrepresentation or a breach of a warranty contained in this Agreement shall be actionable or enforceable if and only if notice of such claim is given to the party which allegedly made such misrepresentation or breached such covenant, obligation, warranty or agreement within 12 months after the Closing Date.

10.7. No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise.

10.8. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property except for any confidentiality agreement binding on Buyer, which shall not be superseded by this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.9. Time. Time is of the essence in the performance of this Agreement.

10.10. Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

10.11. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses listed below:

Buyer:

BW Development
ATTN: Brad Battin
615 Russell Avenue
Indianapolis, IN 46225
Phone: 317-441-8659
Email: brad@battinwoodruff.com

Seller:

TTRG IN Fishers Swordfish, LLC
ATTN: Timothy E. Fears, Sr. VP - Legal
901 Wabash Avenue, Suite 300
Terre Haute, IN 47807
Phone: 812-235-5959
Email: tfears@thompsonthrift.com

Any such notices shall be either (a) e-mail, in which case notice shall be deemed given on the date such e-mail is sent if sent at or prior to 5:00 (EST) or on the day after the date sent if sent after 5:00 (EST), (b) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (c) sent by facsimile, with written confirmation by overnight or first class mail, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (d) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m. Indianapolis, Indiana time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

10.12. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.13. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Indianapolis, Indiana time.

10.14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by electronic mail or DocuSign counterparts of the signature pages. This Agreement if transmitted by electronic mail or DocuSign shall be treated in all manner and respects as an original document, and the signature of any party thereon shall be considered as an original signature. Any such electronic mail or DocuSign document shall be considered to have the same binding legal effect as an original of such document. At the request of either party thereto, an electronic mail or DocuSign document shall be re-executed by both parties in the original form thereof.

10.15. Tax Deferred Exchange. Each party hereby acknowledges that it may be the intention of the other party to complete an Internal Revenue Code Section 1031 Tax Deferred Exchange under this Agreement. Each party agrees to cooperate with the other in any reasonable manner necessary to complete said exchange at no additional cost or liability to the other party. The exchanging party may assign this Agreement to an exchange intermediary to effect the tax deferred exchange provided that such exchange does not delay Closing and such exchanging party remains liable for the obligations of this Agreement.

10.16. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder, the period for the performance of any such work or act shall be extended for a period equivalent to the period of such delay, as reasonably established in Seller’s sole and absolute opinion; provided that the delay is caused by any one or more of the following reasons: (i) restrictive governmental or quasi-governmental laws, regulations, ordinances, executive orders or edicts; (ii) governmental rationing or allocation of materials; (iii) acts of war, terrorism and, or vandalism; (iv) acts of God, including, but not limited to earthquakes, thunderstorms, windstorms, flood, fire, abnormal weather conditions, natural disasters, epidemic, pandemic, (v) strikes, lock-outs, labor troubles, fires, riots, insurrection, delays in transportation, shortage of labor, inability to procure material, failure of power, (vi) legal or administrative actions related to the development of the Property, or any portion of the Property, or (vii) any other cause of a like nature beyond the reasonable control of the party asserting such delays.

10.17. Property Management Agreement. Prior to Closing, Seller and Buyer shall execute a Property Management Agreement, with Seller being retained by Buyer to lease the retail portion of the Property.

10.18. Fishers Tax Agreements. As part of Seller's overall development, including the Property, the City of Fishers has agreed to issue one or more series of taxable economic development revenue bonds (the "Bonds"), and pursuant to various agreements with the City of Fishers (the "Bond Documents"), requires developer payments that impose a lien on the Property equal in priority to the property tax lien granted to the State of Indiana. The Bond Documents will run with the Property and shall be binding on Buyer post-closing as to minimum required tax payments relating to the Property as further set forth in the Bond Documents, and Buyer shall execute at closing an assignment of the minimum tax obligations for the Property (the "Assignment of Minimum Tax Obligations") in a form reasonably satisfactory to the City of Fishers and its counsel regarding Buyer's share of such minimum tax payments allocated to the Property. Notwithstanding the foregoing, prior to Seller finalizing, executing or recording the Bond Documents and any other documents that would impose additional obligations on Buyer or restrictions on the Property or Buyer ("Additional Restrictions"), and prior to any Buyer obligation to execute the Assignment of Minimum Tax Obligations pursuant to this Section 11.18, Buyer shall have the right to review and approve in writing any such Bond Documents, Assignment of Minimum Tax Obligations, and Additional Restrictions. Said approval not to be unreasonably withheld, conditioned or delayed. Upon Seller's receipt of any drafts of the Bond Documents, Assignment of Minimum Tax Obligations, and Additional Restrictions from the City or other counterparty, Seller shall promptly provide to Buyer for Buyer's review pursuant to this Section 11.18, and Seller shall use good faith efforts to obtain and provide such documents to Buyer at least thirty (30) days' prior to the expiration of the Approval Period. Seller shall be solely responsible for any and all costs related to Seller's pursuit of and closing on the Bonds transaction with the City, including any City fees, attorneys' fees or other fees and costs associated with the City issuing the Bonds.

10.19. Declaration. Purchaser acknowledges that Seller has informed Purchaser that Seller intends to record a Declaration against the Property (the "Declaration").

10.20. Documents From Seller**:** Seller shall provide Buyer, within ten (10) days of execution of this Agreement by Seller, copies of the following if in Seller's possession or available from third parties:

(a) Prior title commitments, surveys and exception documents.
(b) Prior environmental reports.
(c) Evidence of the location and capacity of all utilities, including, but not limited to, water, sanitary, electric, gas, telephone and cable.
(d) Unrecorded Leases, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

TTRG IN FISHERS SWORDFISH, LLC,
a Delaware limited liability company

DocuSigned by:
Paul Thrift
4A4347461819431...

Date: 11/30/2023

By: ______________________

Title: Paul Thrift, Manager

DS RM DS TF DS AB

BUYER:

BW DEVELOPMENT, LLC

Date: 12/1/2023

By: ______________________

Title: Brad Battin, Owner

EXHIBIT A

Site Plan

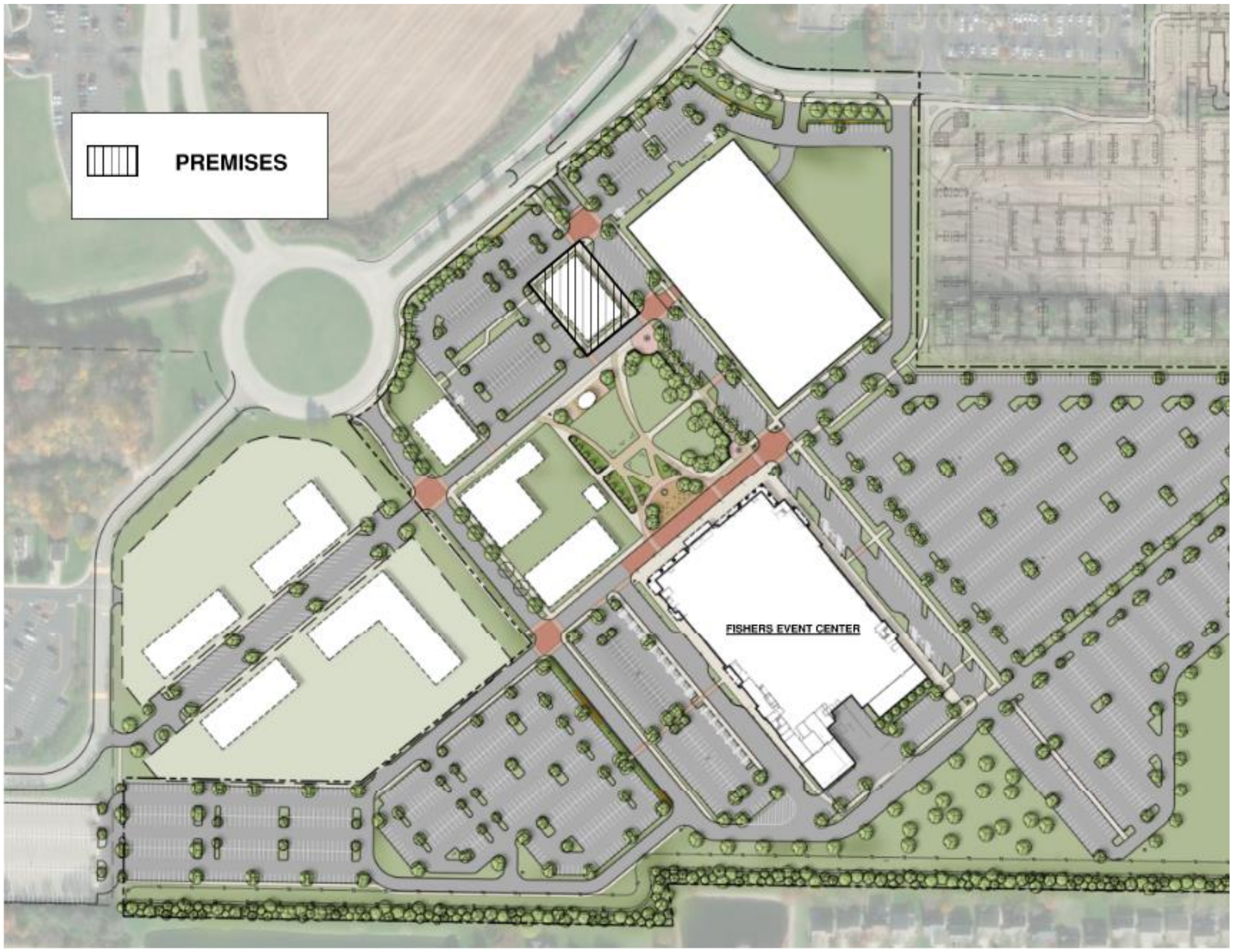


EXHIBIT B

Legal Description

To be provided upon completion of survey.

<u>EXHIBIT C</u>

Plat

To be provided.

RESOLUTION NO: RDC 02R121924

RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION APPROVING PURCHASE AND SALE AGREEMENT (BW DEVELOPMENT, LLC)

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission") is a party to that certain January 2023, Land Acquisition Agreement (as amended, the "LAA") with TTRG IN Fishers Swordfish, LLC ("Developer"), pursuant to which Developer is authorized to sale portions of real property generally located at and about the City of Fisher planned Event Center (the "Property");

WHEREAS, pursuant to the LAA, contracts for sale of the Property are subject to Commission approval; and

WHEREAS, the Commission now desires to approve that certain Purchase and Sale Agreement dated December 1, 2023 by and between Developer and BW Development, LLC, and as amended by that First Amendment to Purchase and Sale Agreement dated September 17, 2024, that Second Amendment to Purchase and Sale Agreement dated December 6, 2024 and that certain Third Amendment to Purchase and Sale Agreement dated December __, 2024 (collectively, the "Agreement") in connection with the sale of certain property located in the City of Fishers, Hamilton County, Indiana (the "Property"), as more fully described therein.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Redevelopment Commission meeting in regular session as follows:

Section 1. The Commission hereby approves the PSA.

Section 2. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City of Fishers Redevelopment Commission, Hamilton County, Indiana this _____th day of December, 2024.

REDEVELOPMENT COMMISSION OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

YAY		**NAY**
	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, Three Municipal Drive, Fishers, Indiana, 46038.

SECOND AMENDMENT TO PROJECT AGREEMENT

THIS SECOND AMENDMENT TO PROJECT AGREEMENT is executed this _____ day of ___________, 2024 ("Second Amendment"), by and among Andretti Autosport Holding Company, LLC, an Indiana limited liability Andretti ("Andretti"), City of Fishers, Indiana ("City"), Fishers Town Hall Building Corporation ("Building Corp."), City of Fishers Redevelopment Commission ("RDC"), and City of Fishers Economic Development Commission ("EDC") on the following terms and conditions:

RECITALS

WHEREAS, Andretti and the City Bodies are parties to that certain November 14, 2022 Project Agreement, as amended by that certain First Amendment To Project Agreement dated December __, 2023, that provides for Andretti's development and construction of its corporate headquarters and related commercial development to accommodate Andretti's racing operation and engineering team, together with development and construction of the Andretti Racing Museum (as amended, the "Agreement");

WHEREAS, the Project is projected to culminate in approximately five hundred (500) jobs in the City, five hundred seventy-five thousand square feet (575,000 sq. ft.) of commercial development and private investment of approximately $180 Million Dollars, inclusive of the Bond Proceeds;

WHEREAS, pursuant to the Agreement, the City will issue certain economic development revenue bonds under Ind. Code § 36-7-12 *et. seq*. in a maximum par amount that Andretti and City Bodies jointly determine will ensure that one hundred percent (100%) of all tax increment revenue generated by the Project is utilized to pay debt service on the Bonds;

WHEREAS, the Bonds shall be payable solely from the Pledged Increment, and City Bodies shall not be obligated to provide any other source of payment or security for the Bonds ("Developer Backed Bonds");

WHEREAS, Andretti has requested to extend the Outside Closing Date, and the City Bodies desire to approve the extension;

WHEREAS, unless specifically stated herein, this Second Amendment does not otherwise change the obligations of the Andretti, or the incentives provided by the City;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this Second Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Andretti and City Bodies agree as follows:

1. The following defined term as set forth in Section 1 of the Agreement shall be replaced in full as follows:

"**Outside Closing Date** shall mean August 1, 2025, or such other date as the City and Andretti shall mutually agree."

2. The Agreement, as amended by this Second Amendment, constitutes the entire agreement and understanding of Andretti and City Bodies with respect to the Projects and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This Second Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this Second Amendment and the terms of the Agreement, the terms of this Second Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS HEREOF, the Parties have executed this Second Amendment on the day and year first written above.

CITY OF FISHERS, INDIANA

By: ________________________________
Scott Fadness, Mayor

CITY OF FISHERS ECONOMIC DEVELOPMENT COMMISSION

By: ________________________________

Its: ________________________________

CITY OF FISHERS
REDEVELOPMENT COMMISSION

By:__________________________________
Brad Johnson President

ATTEST:

By:____________________________
Tony Bonacuse, Secretary

ANDRETTI AUTOSPORT HOLDING COMPANY, LLC

By: ________________________________

Its: ________________________________

RESOLUTION NO. FRC 01R121924

RESOLUTION APPROVING SECOND AMENDMENT TO PROJECT AGREEMENT (ANDRETTI)

WHEREAS, Andretti Autosport Holding Company, LLC ("Andretti") is a sister company of Andretti Autosport, a series of companies led by Michael Andretti, the winningest driver in CART history with forty-two (42) victories and the second most IndyCar laps led (immediately behind his father, Mario Andretti);

WHEREAS, on November 14, 2022, the City of Fishers, Hamilton County, Indiana ("City"), Fishers Economic Development Commission, Fishers Redevelopment Commission (the "Commission"), Fishers Town Hall Building Corporation and Andretti entered into a Project Agreement pursuant to which Andretti agreed to invest approximately $180 Million Dollar developing and constructing its corporate headquarters and related commercial development to accommodate Andretti's racing operation and engineering team, together with development and construction of the Andretti Racing Museum, and the City agreed to issue developer-backed bonds together with other incentives (the "Agreement");

WHEREAS, thereafter, the City Bodies and Andretti entered into that certain First Amendment to Project Agreement that extended the Outside Closing Date;

WHEREAS, Andretti has requested another extension of the Outside Closing Date, and the City desires to approve the requested extension pursuant to an amendment substantially similar to the Second Amendment To Project Agreement attached hereto and incorporated herein as **Exhibit A** (the "Second Amendment");

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Redevelopment Commission meeting in regular session as follows:

Section 1. A second amendment substantially similar to the Second Amendment is hereby approved.

Section 2. The President and Secretary of the Commission are authorized to execute a second amendment substantially similar to the Second Amendment Agreement.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City of Fishers Redevelopment Commission, Hamilton County, Indiana this _____ day of December, 2024

REDEVELOPMENT COMMISSION OF THE CITY OF FISHERS,

HAMILTON COUNTY, INDIANA

YAY **NAY**

	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038.