



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Town Hall Building Corporation

DATE: 2/9/2026 at 4:00 PM

**ADDRESS: Fishers City Hall, FMC Nickel Plate Conference Room, 3rd floor,
1 Municipal Drive, Fishers, IN 46038**

Members of the public are encouraged to [submit comments to the board via this form](#) before 12 p.m. on the day of the meeting. Members of the public may [stream the live meeting online](#).

See the list of board members at [FishersIN.gov/TownHallBuildingCorp](https://fishersin.gov/TownHallBuildingCorp).

- 1. Call to Order**
- 2. Confirmation of Quorum and Proper Notice of Meeting**
 - a. Introduction of new member- Jenna Bentley
- 3. Consent of Previous Meeting Minutes**
 - a. 1-12-26
- 4. Old Business**
- 5. New Business**
 - a. New taxpayer agreement for Lot 5 at the event center.
Resolution approving MTA
- 6. ASM Updates**
- 7. Adjournment**

MEETING OF THE FISHERS TOWN HALL BUILDING CORPORATION

January 12, 2026

Executive Session: N/A

Regular Meeting: Commenced at 4:00pm

Quorum Confirmed and Notice Confirmed

Members present: Troy Woodruff, Ben Jefferis, Jay Bangert, Joe Eaton

Members absent: Rich Block and Josh Richardson

Also in attendance: Jennifer Messer, Reid Pittard, Kay Prange, Lawrence Summers, Larry Lannan, Matthew Branz, Elliott Hultgren, Megan, Baumgartner

Minutes from the November 24, 2025 meeting were approved by consent.

Resolution: INCOG Phase III EDA

Jennifer Messer presented the growth in the life sciences sector and the tax abatement. Mr. Bangert asked for a Motion. Mr. Woodruff made a motion to approve, seconded by Mr. Eaton. The Motion was approved, 4-0.

Elections:

Mr. Bangert opened the meeting to Elections.

Mr. Woodruff nominated Jay Bangert as President, seconded by Ben Jefferis. The nomination was approved, 4-0.

Mr. Bangert nominated Ben Jefferis as Vice-President, seconded by Mr. Woodruff. The nomination was approved, 4-0.

Mr. Bangert nominated Joe Eaton as Secretary Treasurer, seconded by Ben Jefferis. The nomination was approved 4-0.

Elliott Hultgren presented revenue from the Event Center, as of the end of 2025, focusing on Food & Beverage. Mitch added that all fixed and variable revenue streams are doing well. They will be focusing on new concerts, private events, and reducing utility costs. Meeting Adjourned at 4:21pm.

Document Cross Reference Deed, dated October 24, 2023, and record no. 2023040636

Hamilton County Tax Parcel Number 15-15-06-00-00-015.000

TAXPAYER AGREEMENT
AND GRANT OF REAL PROPERTY TAX LIEN

This Taxpayer Agreement And Grant Of Real Property Tax Lien (this “Agreement”) is entered into as of January __, 2026, by and between the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the “Company”), and the City of Fishers Redevelopment Commission, a commission of the City of Fishers authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the “Commission” and together with the Company, the “Parties”), as follows:

WHEREAS, on or about January 10, 2023, Thompson Thrift Development, Inc. (the “Developer”), the City, the Company the Commission and the City of Fishers Economic Development Commission (the “EDC”) entered into that certain Project Agreement generally concerning the City obligations and Developer obligations included therein (the “Original Agreement”);

WHEREAS, on or about May 12, 2025, the Developer, the City, the Company, the Commission and the EDC entered into that certain Amended and Restated Project Agreement (the “Project Agreement”) that superseded and replaced in full the Original Agreement and now governs Developer’s development and construction of the Project (as defined in the Project Agreement) and the City’s issuance of the Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) pursuant to Indiana Code §§ 36-7-11.9 and -12 in an aggregate principal amount equal to \$35,185,000 (the “TIF Bonds”);

WHEREAS, the TIF Bonds are secured by that certain Trust Indenture, dated as of May 1, 2025 (the “Indenture”), between the City and Regions Bank, as trustee (the “Trustee”);

WHEREAS, on May 6, 2025, the Commission adopted its Resolution (the “Pledge Resolution”) pledging certain tax increment revenues (the “Tax Increment”) and taxpayer payments as more particularly described therein to the payment of the TIF Bonds;

WHEREAS, the proceeds of the TIF Bonds were loaned to TT IN FISHERS UNION HOLDINGS, LLC (“TT IN”), an affiliate of the Developer, to pay Approved Costs (as defined in the Project Agreement) (the “Loan”) pursuant to that certain Loan Agreement by and between the City and TT IN, dated as of May 1, 2025 (the “Loan Agreement”) and the Indenture;

WHEREAS, the TIF Bonds are payable from the Pledged Increment (as defined in the Project Agreement);

WHEREAS, as part of the closing on the TIF Bonds and consistent with the Project Agreement, the Developer and Commission entered into that certain (1) Secondary Taxpayer Agreement And Grant Of Real Property Tax Lien (Building D: Restaurant- Retail) dated May 13, 2025 and recorded in the Office of the Hamilton County Recorder as Document No. 2025019393 on May 20, 2025 (the “Secondary Taxpayer Agreement”);

WHEREAS, pursuant to the Secondary Taxpayer Agreement, upon a City entity acquiring the real property described in Exhibit A (the “Crossing Lot 5 Parcel”), a minimum taxpayer agreement that includes the obligation to pay the minimum taxes included in the Secondary Taxpayer Agreement is to be recorded against the Crossing Lot 5 Parcel;

WHEREAS, after Closing and on or about [REDACTED], the Developer and the City Bodies entered into that certain First Amendment to Amended and Restated Project Agreement (the “First Amendment”), pursuant to which the Company agreed to add the minimum tax amounts previously attached to the Crossing Lot B parcel to the Crossing Lot 5 Parcel;

WHEREAS, the Parties now acknowledge and agree that the estimated Tax Increment to be generated by the Real Estate for each payment on the TIF Bonds is set forth in the fifth column labeled “Total D/S” on Exhibit B attached hereto (the “Projected Tax Increment” or “Minimum Estimated Taxes”); and

WHEREAS, during the Bond Term (as defined in the Project Agreement), which shall not under any circumstances extend beyond twenty-five years from the date of issuance of the TIF Bonds (_____), unless the TIF Bonds are paid in full or earlier retired by the City in accordance with the Indenture, it is the intent of the Parties to secure the payment of the Taxpayer Payments (as defined herein) by imposing a lien against the Real Estate, equal in priority to the property tax lien granted to the State of Indiana under Indiana Code § 6-1.1-22-13 as permitted by Indiana Code § 36-7-25-6.

IT IS THEREFORE AGREED by and among the Parties as follows:

1. Definitions. As used herein the following terms shall have the following meanings:

(i) “Bondholder” shall mean HC TIF CEN, LLC,, as initial owner of the TIF Bonds and their successors and assigns as holders of the TIF Bonds. The notice address for the Bondholder is HC TIF CEN, LLC, 12821 East New Market Street, Suite 200, Carmel, IN 46032.

(ii) “Business Interruption Insurance” shall mean insurance covering loss of business income due to business interruption, with coverage sufficient to pay Projected Tax Increment during the period in which Company is repairing, restoring, and/or replacing the Real Estate following Casualty Damage.

(iii) “Casualty Damage” shall mean damage to, or destruction of, all or any portion of the Real Estate by fire or any other casualty.

(iv) “Casualty Insurance” shall mean, with respect to the Real Estate, a policy of fire and extended coverage insurance with minimum coverage equal to full replacement cost of the Real Estate (excluding those elements customarily excluded from “replacement cost” coverage), which the Company shall ensure, to the extent customary and available for policies issued by insurers in the State of Indiana, is in an amount which equals or exceeds the sum of the outstanding principal amount of the Projected Tax Increment and the outstanding principal amount of any outstanding Real Estate Project Loan.

(v) “Cure Party” shall be the Cure Party identified in a written notice from the Company or subsequent owners of the Real Estate to the Commission. As of the date of this Agreement there is no Cure Party.

(vi) “Insurance Proceeds” shall mean the Casualty Insurance proceeds recovered as a result of Casualty Damage.

(vii) “Real Estate” shall mean the real property described on Exhibit A attached hereto.

(viii) “Real Estate Project Loan” shall mean any loan that is secured by the Real Estate.

(ix) “Real Estate Project Loan Documents” shall mean the documents evidencing a Real Estate Project Loan.

(x) “Restoration Plans” shall mean, with respect to the Real Estate, plans and a schedule for repairing, restoring, and/or replacing all or any portion of the Real Estate, which plans and schedule shall: (a) provide that all or such portion of the Real Estate will be repaired, restored, and/or replaced within a commercially reasonable period; and (b) otherwise be reasonably satisfactory to Company and Bondholder.

(xi) “Secured Financing” shall mean the TIF Bonds; provided that, if: (a) there is a restructuring of the TIF Bonds; and/or (b) the TIF Bonds are repaid, refunded, redeemed, defeased, refinanced, and/or “taken out” in full and replaced with a new financing; and, thereafter, all or a proportionate share of the debt service for the TIF Bonds or such other financing will be paid with the Projected Tax Increment, then the restructured TIF Bonds and/or the new financing shall constitute the “Secured Financing” for purposes of this Agreement.

Terms used in this Agreement and not defined in this Agreement are used with the meanings ascribed to such terms in the Project Agreement, the Loan Agreement, and/or the Indenture.

2. To enhance the City’s ability to pay debt service due on the TIF Bonds, the Company shall make the Taxpayer Payments described in this Section 2. If, for any semi-annual calendar period, the Real Estate does not generate Tax Increment in the amount of Minimum Estimated Taxes, Company shall be obligated to make a Taxpayer Payment to the Commission (or to the Trustee on behalf of the Commission) in an amount equal to the difference between: (i) the amount of the semi-annual Minimum Estimated Taxes minus (ii) the Tax Increment actually generated from the Real Estate for the applicable semi-annual period (the “Taxpayer Payments”).

Accordingly, Company hereby guarantees the receipt of an amount equal to the Minimum Estimated Taxes for each semi-annual period. For the avoidance of doubt, the Commission pledges any Taxpayer Payments to the Trustee for payment of the TIF Bonds.

3. Taxpayer Payments shall be made within 15 days of Company's receipt of written notice from the Commission or the Trustee, and in all events Company shall pay any Taxpayer Payments no more than 20 days prior to the date on which the next semi-annual payment of taxes in Indiana is due (currently May 10th and November 10th). Taxpayer Payments shall be paid to the Fishers Redevelopment Commission, Attn: Director of Economic Development (currently, Megan Baumgartner), 1 Municipal Drive Fishers, Indiana 46308, or the Trustee for the TIF Bonds.

4. As collateral security for the prompt and complete payment and performance in full when due of the Taxpayer Payments set out in Section 2 hereof, the Company hereby pledges and grants to the Commission a continuing first priority security interest in and lien upon all of Company's rights, title and interests in, on and to the Real Estate to the extent and the same as a real property tax lien pursuant to Indiana Code § 6-1.1-22-13. The lien and security interest securing the Company's obligation to make Taxpayer Payments automatically attaches to the Real Estate on the date of this Agreement to the extent and the same as a real property tax lien pursuant to Indiana Code § 6-1.1-22-13 and is binding upon the Company and its successor in title to the Real Estate to the extent and the same as a real property tax lien pursuant to Indiana Code § 6-1.1-22-13; has a priority over all other liens to the extent and the same as a real property tax lien pursuant to Ind. Code § 6-1.1-22-13.

5. The Company expressly agrees that its obligation to pay each Taxpayer Payment under this Agreement includes the obligation to pay statutory penalties or interest on delinquent real property tax payments and costs of collection, including all expenses which may be paid or incurred by or on behalf of the Commission or the City in connection with the foreclosure of the lien for unpaid property taxes and Taxpayer Payments, including without limitation, attorneys' fees, stenographers' charges, publication costs and costs of procuring all title searches, policies and examinations and similar data and assurances with respect to title as the Commission reasonably may deem necessary to prosecute such suit.

6. As permitted by Indiana Code § 36-7-25-6, all Taxpayer Payments shall be and are treated the same as and in the same manner and as property taxes for purposes of Indiana Code § 6-1.1-22-13, and the lien created by this document shall be and is binding on the Company and its successors in title to the Real Estate, as well as any mortgagee, lessee, assignee, licensee, or any other person or entity claiming an interest in the Real Estate to the extent and the same as a real property tax lien pursuant to Indiana Code § 6-1.1-22-13.

7. The Company and its successors in title to the Real Estate shall pay all property tax bills for the Real Estate before the tax bills are delinquent. Except as provided in Section 18, below, nothing in this Agreement shall be deemed to release the Company from the obligation to pay any property taxes or assessments on the Real Estate regardless of when payable or assessed. The Company acknowledges and agrees that the amount of the Minimum Estimated Taxes minus and the Taxpayer Payments are not indicative of or relevant to the real estate taxes that may be assessed on the Real Estate. Accordingly, the Company agrees that amount of the Minimum

Estimated Taxes minus or the Taxpayer Payments, or the information contained herein shall not be used in any appeal of a tax assessment, whether by the Company or a successor in interest or any unit of government.

8. The Company expressly acknowledges that its duties under this Agreement touch and concern the Real Estate and that the Taxpayer Payments defined in this Agreement are and shall be secured by a lien upon the Real Estate to the extent and the same as a real property tax lien pursuant to Indiana Code § 6-1.1-22-13 (the “Tax Payment Lien”), which lien shall run with the Real Estate and be binding upon and enforceable against the Company and its successors in title or interests therein so long as the obligation to make Taxpayer Payments under this Agreement remains in effect.

9. The Company covenants and warrants that it is lawfully seized of the Real Estate in fee simple, has valid and indefeasible title to the Real Estate, and has a good and valid right to grant to the Commission the lien on the Real Estate as provided herein.

10. It shall be an “Event of Default” if Company fails to: (i) pay any real estate taxes or Taxpayer Payments prior to delinquency; or (ii) perform or observe any other term or condition of this Agreement to be performed or observed by it if such failure is not cured within ten days after notice of delinquency is delivered by Commission to Company. All delinquent Taxpayer Payments shall bear interest at the statutory interest rate applicable to the TIF Bonds until paid or deemed paid in full.

11. Whenever an Event of Default occurs, the Commission may take whatever actions at law or in equity are necessary or appropriate to: (i) protect its rights under this Agreement; (ii) enforce the performance or observance by Company of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iii) cure, for the account of Company, any failure of Company to perform or observe a material term or condition of this Agreement to be performed or observed by it. Company acknowledges and agrees that if at any time, the Commission enforces and/or forecloses the Tax Payment Lien, such enforcement and foreclosure shall have no effect on the Tax Payment Lien: (i) renewing automatically on the immediately following January 1 (and each January 1 thereafter during the Term), which renewed Tax Payment Lien, as provided by Indiana Code § 36-7-25-6, shall be equal in priority to, and in the same manner as, a property tax lien acquired by the State under Indiana Code § 6-1.1-22-13 (prior to any mortgage or other lien or encumbrance on the Property, other than the statutory lien of current Real Estate Taxes not delinquent); (ii) securing payment of real estate taxes and any Taxpayer Payments that become due and payable in the immediately following calendar year (and each calendar year thereafter during the term of the TIF Bonds); and/or (iii) being enforced and/or foreclosed by the Commission in the immediately following calendar year (and/or any calendar year thereafter during the term of the TIF Bonds), even though the Tax Payment Lien may have been enforced and/or foreclosed by the Commission in one or more previous calendar years.

12. Commission shall provide each notice of default to the Cure Party either: (i) contemporaneously with the notice of default delivered by the Commission to Company; or (ii) if the Commission is not required to give notice of such default to Company prior to such default

becoming an Event of Default, and the Commission elects to treat such default as an Event of Default, within five days after the Commission elects to treat such default as an Event of Default. The Cure Party may (but is not obligated to) cure any default or Event of Default for and on behalf of Company, and the Commission shall accept such cure as though performed by Company. Absent written notice from the Cure Party stating that the Cure Party does not intend to cure the default or Event of Default for and on behalf of Company, the Commission shall not exercise any remedies available to it pursuant hereto until the date that is 30 days after the Commission delivers notice to the Cure Party.

13. Casualty. Upon reaching substantial completion on any improvement constructed on the Crossing Lot 5 Parcel and continuing through the Bond Term, Company shall be required to satisfy each of the following:

(i) Casualty Damage. If there is Casualty Damage, then Company shall, to the extent Insurance Proceeds are available for such purpose: (i) commence the repair, restoration, and/or replacement of the Real Estate as soon as reasonably is practicable pursuant to the Restoration Plans; (ii) complete such repair, restoration, and/or replacement: (A) in accordance with the Restoration Plans; and (B) so that, upon completion, the Real Estate: (1) is in substantially the same (or better) condition as before the Casualty Damage; and (2) otherwise is in a good, safe, structurally sound, sanitary, clean, and sightly condition that complies with applicable law.

(ii) Casualty Insurance. Company shall maintain the Casualty Insurance. The Bondholder shall be named as an additional insured on the Casualty Insurance. If there is Casualty Damage, then, except as otherwise provided pursuant to any Real Estate Project Loan Documents, the Insurance Proceeds: (i) shall be first used to pay the cost to repair, restore, and/or replace the Real Estate; and (ii) may thereafter be used to prepay all or any portion of the principal balance of any Real Estate Project Loan. In the event there is Casualty Damage and the Real Estate Project Loan lender requires the use of the Insurance Proceeds to prepay all or any portion of the principal balance of a Real Estate Project Loan, then, the Company shall, if the amount of the remaining Insurance Proceeds together with any additional funds available to Company for the repair and/or replacement of the Real Estate:

(a) is sufficient to repair, restore, and/or replace the Real Estate in accordance with Section 13(i), use such proceeds and additional funds to repair, restore, and/or replace the Real Estate in accordance with Section 13(i); or

(b) is not sufficient to repair and/or replace the Real Estate in accordance with Section 13(i), then the remaining Insurance Proceeds shall be paid directly to Bondholder (or to the Trustee of the TIF Bonds on behalf of the Bondholder) for use to redeem a corresponding amount of the Secured Financing, as permitted by the terms of the documents and instruments evidencing the Secured

Financing.

(iii) Business Interruption. Company shall maintain the Business Interruption Insurance. If there is Casualty Damage, then the proceeds of the Business Interruption Insurance: (i) shall be used to pay real estate taxes on the Real Estate and any Taxpayer Payments during the period in which Company is repairing, restoring, and/or replacing the Real Estate following Casualty Damage; and (ii) shall not be used to prepay all or any portion of the principal balance of any Real Estate Project Loan.

(iv) Bondholders. Upon receipt of written request from the holder of the TIF Bonds; (i) Company shall provide to such holder reasonable evidence (including, if requested, certificates of insurance) that Company is maintaining the policies of insurance required to be maintained by it pursuant to this Section.

(v) Insurance Proceeds. Company agrees that Bondholder and Trustee, on behalf of the holder of the TIF Bonds, shall each have an insurable interest in the Real Estate and intends, as set forth in this Section 13, that proceeds of Casualty Insurance will be made available to Trustee, on behalf of Bondholder, to pay down the principal amount of the TIF Bonds in the event that the proceeds of the Casualty Insurance are not utilized to rebuild the Real Estate.

(vi) Failure to Maintain Insurance. If Company fails to maintain the insurance required by this Section 13, the Bondholder may acquire such insurance and the Company shall reimburse Bondholder together with interest at the rate of 2% above the rate applicable to the TIF Bonds, until paid in full. If Bondholder incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then Company shall reimburse Bondholder for all such costs and expenses (including, without limitation, attorneys' fees and other legal costs), together with interest at the rate of 2% above the rate applicable to the TIF Bonds, until paid in full.

14. Each of the Parties to this Agreement hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by such party, and is valid, binding and enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally, and general principles of equity.

15. This Agreement shall be recorded in the Hamilton County Recorder's office immediately following execution by the parties hereto.

16. For the duration of the term of this Agreement, Company shall promptly provide any information concerning the Project reasonably requested by the Commission, the Trustee, or any purchaser, owner, or holder of the TIF Bonds, including, but not limited to, information regarding the financial performance of the Project.

17. The Commission may assign this Agreement and/or any of its rights hereunder to any purchaser, owner, or holder of the TIF Bonds, or to the Trustee.

18. In the event that Company conveys title to all or a part of the Real Estate, Company may allocate the Taxpayer Agreement obligation hereunder on a proportionate basis provided, however, that (i) the sum of the Minimum Estimated Taxes must be equivalent to those listed in Exhibit B and (ii) Commission shall have at least ten (10) days' prior written notice of such allocation, which notice shall specifically state the amount being allocated.

19. In the case of any section or provision of this Agreement or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

20. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.

21. Company may assign and be released from its obligations under this Agreement pursuant to Section 18 above.

IN WITNESS WHEREOF the parties have set their hands on the date first above written.

FISHERS REDEVELOPMENT
COMMISSION

By: _____
Brad Johnson, President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared Brad Johnson, the President of the Fishers Redevelopment Commission, and acknowledged the execution of the foregoing instrument, this ____ day of _____, 2026.

Witness my hand and Notarial Seal this ____ day of _____, 2026.

(Seal)

(Written Signature)

(Printed Signature)

Notary Public:

My Commission expires:

My county of residence is:

Fishers Town Hall Building Corporation

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared Jay Bangert, the President of the Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing instrument, this ___ day of _____, 2026.

Witness my hand and Notarial Seal this _____ day of _____, 2026.

(Written Signature)

(Seal)

(Printed Signature)

Notary Public:

My Commission expires:

My county of residence is:

This instrument was prepared by Jennifer C. Messer, 202 E. 71st Street, Indianapolis, Indiana 46220.

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jennifer C. Messer

Exhibit A

Real Property

Parcel I: (Fee Simple)

Lot Numbered Five (5) in The Crossing At Fishers District Plat, USA Parkway, Fishers, in Hamilton County, Indiana, as per plat thereof recorded October 24, 2023, in Plat Cabinet 6, Slide 450, as Instrument No. 2023040636, in the Office of the Recorder of Hamilton County Indiana.

Exhibit B

Minimum Estimated Taxes/Projected Tax Increment1

Crossing Combined Block B and Lots											
No.	Date	Principal	Rate	Bond Interest	Total D/S	Capitalized Interest	Annual Debt Service	Available TIF Revenues	Annual Coverage	Annual TIF Revenues	Nominal CF
Draw 1	11/1/25	532,057.31		9,510.52							
Draw 2	12/1/25	926,501.14		11,040.80							
Draw 3	1/1/26	902,716.45		5,378.69							
Draw 4	2/1/26	1,066,035.78		-							
Draw 5	3/1/26	98,689.32		2,940.12							
1	2/1/26		7.15%	25,930.01	25,930.01	(25,930.01)					25,930.01
2	8/1/26		7.15%	125,466.47	125,466.47	(125,466.47)					125,466.47
3	2/1/27		7.15%	126,054.50	126,054.50	(126,054.50)					126,054.50
4	8/1/27	8,000.00	7.15%	126,054.50	134,054.50	(67,067.00)				67,890.00	134,054.50
5	2/1/28	9,000.00	7.15%	125,768.50	134,768.50	(67,067.00)	134,689.00	135,780.00	1.01	67,890.00	134,768.50
6	8/1/28	34,000.00	7.15%	125,446.75	159,446.75					160,434.17	159,446.75
7	2/1/29	35,000.00	7.15%	124,231.25	159,231.25		318,678.00	320,868.34	1.01	160,434.17	159,231.25
8	8/1/29	36,000.00	7.15%	122,980.00	158,980.00					160,434.17	158,980.00
9	2/1/30	38,000.00	7.15%	121,693.00	159,693.00		318,673.00	320,868.34	1.01	160,434.17	159,693.00
10	8/1/30	39,000.00	7.15%	120,334.50	159,334.50					160,434.17	159,334.50
11	2/1/31	41,000.00	7.15%	118,940.25	159,940.25		319,274.75	320,868.34	1.00	160,434.17	159,940.25
12	8/1/31	42,000.00	7.15%	117,474.50	159,474.50					160,434.17	159,474.50
13	2/1/32	43,000.00	7.15%	115,973.00	158,973.00		318,447.50	320,868.34	1.01	160,434.17	158,973.00
14	8/1/32	45,000.00	7.15%	114,435.75	159,435.75					160,434.17	159,435.75
15	2/1/33	47,000.00	7.15%	112,827.00	159,827.00		319,262.75	320,868.34	1.01	160,434.17	159,827.00
16	8/1/33	48,000.00	7.15%	111,146.75	159,146.75					160,434.17	159,146.75
17	2/1/34	50,000.00	7.15%	109,430.75	159,430.75		318,577.50	320,868.34	1.01	160,434.17	159,430.75
18	8/1/34	52,000.00	7.15%	107,643.25	159,643.25					160,434.17	159,643.25
19	2/1/35	54,000.00	7.15%	105,784.25	159,784.25		319,427.50	320,868.34	1.00	160,434.17	159,784.25
20	8/1/35	56,000.00	7.15%	103,853.75	159,853.75					160,434.17	159,853.75
21	2/1/36	58,000.00	7.15%	101,851.75	159,851.75		319,705.50	320,868.34	1.00	160,434.17	159,851.75
22	8/1/36	60,000.00	7.15%	99,778.25	159,778.25					160,434.17	159,778.25
23	2/1/37	62,000.00	7.15%	97,633.25	159,633.25		319,411.50	320,868.34	1.00	160,434.17	159,633.25
24	8/1/37	64,000.00	7.15%	95,416.75	159,416.75					160,434.17	159,416.75
25	2/1/38	66,000.00	7.15%	93,128.75	159,128.75		318,545.50	320,868.34	1.01	160,434.17	159,128.75
26	8/1/38	69,000.00	7.15%	90,769.25	159,769.25					160,434.17	159,769.25
27	2/1/39	71,000.00	7.15%	88,302.50	159,302.50		319,071.75	320,868.34	1.01	160,434.17	159,302.50
28	8/1/39	73,000.00	7.15%	85,764.25	158,764.25					160,434.17	158,764.25
29	2/1/40	77,000.00	7.15%	83,154.50	160,154.50		318,918.75	320,868.34	1.01	160,434.17	160,154.50
30	8/1/40	79,000.00	7.15%	80,401.75	159,401.75					160,434.17	159,401.75
31	2/1/41	82,000.00	7.15%	77,577.50	159,577.50		318,979.25	320,868.34	1.01	160,434.17	159,577.50
32	8/1/41	84,000.00	7.15%	74,646.00	158,646.00					160,434.17	158,646.00
33	2/1/42	88,000.00	7.15%	71,643.00	159,643.00		318,289.00	320,868.34	1.01	160,434.17	159,643.00
34	8/1/42	91,000.00	7.15%	68,497.00	159,497.00					160,434.17	159,497.00
35	2/1/43	94,000.00	7.15%	65,243.75	159,243.75		318,740.75	320,868.34	1.01	160,434.17	159,243.75
36	8/1/43	97,000.00	7.15%	61,883.25	158,883.25					160,434.17	158,883.25
37	2/1/44	101,000.00	7.15%	58,415.50	159,415.50		318,298.75	320,868.34	1.01	160,434.17	159,415.50
38	8/1/44	105,000.00	7.15%	54,804.75	159,804.75					160,434.17	159,804.75
39	2/1/45	108,000.00	7.15%	51,051.00	159,051.00		318,855.75	320,868.34	1.01	160,434.17	159,051.00
40	8/1/45	112,000.00	7.15%	47,190.00	159,190.00					160,434.17	159,190.00

Minimum Estimated Taxes are listed above in the column labeled "Total D/S"

41	2/1/46	116,000.00	7.15%	43,186.00	159,186.00		318,376.00	320,868.34	1.01	160,434.17	159,186.00
42	8/1/46	120,000.00	7.15%	39,039.00	159,039.00					160,434.17	159,039.00
43	2/1/47	125,000.00	7.15%	34,749.00	159,749.00		318,788.00	320,868.34	1.01	160,434.17	159,749.00
44	8/1/47	129,000.00	7.15%	30,280.25	159,280.25					160,434.17	159,280.25
45	2/1/48	134,000.00	7.15%	25,668.50	159,668.50		318,948.75	320,868.34	1.01	160,434.17	159,668.50
46	8/1/48	138,000.00	7.15%	20,878.00	158,878.00					160,434.17	158,878.00
47	2/1/49	144,000.00	7.15%	15,944.50	159,944.50		318,822.50	320,868.34	1.01	160,434.17	159,944.50
48	8/1/49	148,000.00	7.15%	10,796.50	158,796.50					160,434.17	158,796.50
49	2/1/50	154,000.00	7.15%	5,505.50	159,505.50		318,302.00	320,868.34	1.01	160,434.17	159,505.50

RESOLUTION NO. 0020926

RESOLUTION OF THE DIRECTORS OF THE FISHERS TOWN HALL BUILDING CORPORATION APPROVING TAXPAYER AGREEMENT AND GRANT OF REAL PROPERTY TAX LIEN

WHEREAS, on or about January 10, 2023, Thompson Thrift Development, Inc. (the “Developer”), the City of Fishers, Hamilton County, Indiana (the “City”), the Fishers Town Hall Building Corporation (the “Company”), the City of Fishers Redevelopment Commission (the “Commission”) and the City of Fishers Economic Development Commission (the “EDC”) entered into that certain Project Agreement with the Developer for development of the Union and Crossing projects near the Fishers Event Center (the “Original Agreement”);

WHEREAS, on or about May 12, 2025, the Developer, the City, the Company, the Commission and the EDC entered into that certain Amended and Restated Project Agreement (the “Project Agreement”) that superseded and replaced in full the Original Agreement and now governs Developer’s development and construction of the Project (as defined in the Project Agreement) and the City’s issuance of the Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) pursuant to Indiana Code §§ 36-7-11.9 and -12 in an aggregate principal amount equal to \$35,185,000 (the “TIF Bonds”);

WHEREAS, the TIF Bonds are secured by that certain Trust Indenture, dated as of May 1, 2025 (the “Indenture”), between the City and Regions Bank, as trustee (the “Trustee”);

WHEREAS, on May 6, 2025, the Commission pledged certain tax increment revenue (the “Tax Increment”) and taxpayer payments to the payment of the TIF Bonds;

WHEREAS, as part of the closing on the TIF Bonds and consistent with the Project Agreement, the Developer and Commission entered into that certain (1) Secondary Taxpayer Agreement And Grant Of Real Property Tax Lien (Building D: Restaurant- Retail) dated May 13, 2025 and recorded in the Office of the Hamilton County Recorder as Document No. 2025019393 on May 20, 2025 (the “Secondary Taxpayer Agreement”);

WHEREAS, pursuant to the Secondary Taxpayer Agreement, upon a City entity acquiring the real property described in **Exhibit A** (the “Crossing Lot 5 Parcel”), a minimum taxpayer agreement that includes the obligation to pay the minimum taxes included in the Secondary Taxpayer Agreement is to be recorded against the Crossing Lot 5 Parcel;

WHEREAS, after Closing and on or about December, 15, 2026, the Developer and the City Bodies entered into that certain First Amendment to Amended and Restated Project Agreement (the “First Amendment”), pursuant to which the Company agreed to add the minimum tax amounts previously attached to the Crossing Lot B parcel to the Crossing Lot 5 Parcel;

WHEREAS, the Commission and the Company now desire to approve the Taxpayer Agreement And Grant Of Real Property Tax Lien attached hereto and incorporated herein as

Exhibit B (the “MTA”) that will obligate the Corporation to pay not less than the Minimum Estimated Taxes included in the MTA during the Bond Term; and

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the MTA or Project Agreement, as applicable.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE FISHERS TOWN HALL BUILDING CORPORATION, meeting in regular session as follows:

Section 1. The Corporation hereby approves the MTA.

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

ALL OF WHICH IS RESOLVED by the Directors of the Fishers Town Hall Building Corporation this ____ day of February, 2026.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Jay Bangert, Member		
	Rich Block, Member		
	Joe Eaton, Member		
	Ben Jefferis, Member		
	Josh Richardson, Member		
	Troy Woodruff, Member		
	Jenna Bentley, Member		

This instrument prepared by: Jennifer C. Messer, Jennifer C. Messer, P.C., 202 E. 71st Street,
Indianapolis, Indiana 46220

EXHIBIT A
CROSSING LOT 5

Parcel I: (Fee Simple)

Lot Numbered Five (5) in The Crossing At Fishers District Plat, USA Parkway, Fishers, in Hamilton County, Indiana, as per plat thereof recorded October 24, 2023, in Plat Cabinet 6, Slide 450, as Instrument No. 2023040636, in the Office of the Recorder of Hamilton County Indiana.

EXHIBIT B
MTA

[Separately Provided]