



## **CITY OF FISHERS AGENDA**

**BOARD/COMMISSION: Redevelopment Commission**

**DATE: 6/16/2026 at 4:00 PM**

**ADDRESS: Fishers Municipal Center, Mudsock 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/RedevelopmentCommission](https://fishersin.gov/RedevelopmentCommission).

### **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. Approval of Previous Minutes**

- a. June 9, 2026

### **5. Consent Agenda**

- a. 6-16-26 Claims

### **6. Public Hearings**

### **7. New Business**

- a. FRC 01R061626 - Resolution Approving Project Agreement (Buckingham)
- b. FRC 02R061626 - Resolution Approving Purchase Agreement (Wilkow)

c. FRC 03R061626 - Resolution Approving Training Grant Agreement

**8. Meeting Adjournment**

**CITY OF FISHERS REDEVELOPMENT COMMISSION (FRC) MEETING MINUTES  
FISHERS MUNICIPAL CENTER- NICKEL PLATE CONFERENCE ROOM  
June 9, 2026**

**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: Brad Johnson, Anderson Schoenrock, Damon Grothe, Dan Canan, and Tony Bonacuse were present. Brian Rausch was not present. Others present: Megan Baumgartner, Paul Walters, Jennifer Messer, Reid Pittard, Lawrence Summers and Kay Prange.

**Approval of Previous Minutes:**

The previous Minutes from 4-15-26 were approved by all.

**Consent Agenda:**

Approval of Claims: Mr. Grothe made a motion to approve the 6/9/26 Claims, seconded by Mr. Canan The Motion was approved, 5-0.

**New Business:**

It was confirmed that a Public Hearing was not needed for the Crossing Pledge Resolution, FRC 01R060926.

Dustin Meeks from Barnes and Thornburg presented the Pledge Resolution for the Crossing Project Bonds under New Business. These are developer-backed Bonds.

**Mr. Johnson asked for a Motion. Mr. Canan made a Motion to approve, seconded by Mr. Schoenrock.**

**Meeting adjourned at 4:04 p.m.**

**Fishers Redevelopment Commission  
Claim Docket 6/16/26**

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

Total      \$0.00

\_\_\_\_\_  
President, Redevelopment Commission      6/16/2026  
Date

\_\_\_\_\_  
Secretary, Redevelopment Commission      6/16/2026  
Date

\_\_\_\_\_  
Lisa Bradford, City Controller      6/16/2026  
Date

**Fishers Redevelopment Commission  
Consent Agenda Claims 6/16/26**

Regions Bank	2020 Refunding Annual Fees	\$	1,000.00
Regions Bank	2020 Custodian Annual Fees	\$	1,000.00
Site Architecture	Test Kitchen Work	\$	3,990.00

\$ 5,990.00

**RESOLUTION NO. FRC 01R061626**

**RESOLUTION APPROVING PROJECT AGREEMENT**

WHEREAS, Buckingham Properties, LLC, an Indiana limited liability company (“Company”), is an affiliate of Buckingham Realty and Development Corporation, an Indiana corporation, which is a fully integrated Indiana real estate investment and development company that manages a portfolio of real estate for its own account and institutional partners;

WHEREAS, as part of its Master Development Plan, the City of Fishers, Hamilton County, Indiana (the “City”) has (a) worked with developers to develop multi-family developments that include apartments, condominiums, office space and retail; (b) incented multiple high-growth, high-technology businesses to locate in the City; (c) in 2016, entered into an agreement with the State of Indiana for a portion of the City’s Nickel Plate District to be designated a certified technology park; (d) developed a biosciences corridor; (e) designed and developed the City’s Nickel Plate pedestrian trail extending throughout the City and serving, among other areas, the Nickel Plate District; and (f) in 2024 opened a state-of-the-art, \$170 million event center that serves as home to the Indy Fuel hockey team, Indy Ignite Women’s Professional Volleyball Team and Indy Freight Arena Football Team;

WHEREAS, the City continues to fulfill its Master Development Plan and now desires, in connection with and as a part thereof, to induce the development of additional residential facilities in the City;

WHEREAS, Company has agreed to invest or cause to be invested approximately \$82,000,000.00 developing and constructing (a) approximately 166 multi-family units, (b) approximately 59 for-rent townhomes, (c) 39 for-rent townhomes, and (d) Maynard Lane, if the City will issue developer-backed bonds and provide the additional incentives described in the Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “Project Agreement”);

WHEREAS, the City has determined that completion of the Project and Maynard Lane is in the best interests of the citizens of the City, and, therefore, on June 15, 2026, the City approved the Project Agreement;

WHEREAS, the City of Fishers, Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the “Commission”) now desires to likewise approve the Project Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION, meeting in duly noticed and regularly scheduled meeting, as follows:

**Section 1.** The Commission hereby approves a project agreement substantially similar to the Project Agreement.

**Section 2.** The President is hereby authorized to execute a project agreement substantially similar to the Project Agreement.

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

ALL OF WHICH IS RESOLVED by the Redevelopment Commission of the City of Fishers, Hamilton County, Indiana this 16<sup>th</sup> day of June, 2026.

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

**YAY**

**NAY**

	Brad Johnson	
	Tony Bonacuse	
	Damon Grothe	
	Dan Canan	
	Anderson Schoenrock	

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

“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.” Lindsey Bennett”

**Exhibit A**  
**Project Agreement**

## PROJECT AGREEMENT

This Project Agreement (the “Agreement”) is executed as of the \_\_\_ day of June, 2026 (the “Effective Date”), by and among, Buckingham Properties, LLC, an Indiana limited liability company (“Company”), the City of Fishers, Indiana, an Indiana municipal corporation (“City”), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the “EDC”), and the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (“RDC” and together with Company, City and EDC, the “Parties” and each, a “Party”), on the following terms and conditions:

### Recitals

WHEREAS, Company is an affiliate of Buckingham Realty and Development Corporation, an Indiana corporation, which is a fully integrated Indiana real estate investment and development company that manages a portfolio of real estate for its own account and institutional partners;

WHEREAS, as part of its Master Development Plan, the City has (a) worked with developers to develop multi-family developments that include apartments, condominiums, office space and retail; (b) incited multiple high-growth, high-technology businesses to locate in the City; (c) in 2016, entered into an agreement with the State of Indiana for a portion of the City’s Nickel Plate District to be designated a certified technology park; (d) developed a biosciences corridor; (e) designed and developed the City’s Nickel Plate pedestrian trail extending throughout the City and serving, among other areas, the Nickel Plate District; and (f) in 2024 opened a state-of-the-art, \$170 million event center that serves as home to the Indy Fuel hockey team, Indy Ignite Women’s Professional Volleyball Team and Indy Freight Arena Football Team;

WHEREAS, the City continues to fulfill its Master Development Plan and now desires, in connection with and as a part thereof, to induce the development of additional residential facilities in the City;

WHEREAS, Company has agreed to invest or cause to be invested approximately \$82,000,000.00 completing the Project and Maynard Lane, if the City will satisfy the City’s obligations included herein;

WHEREAS, City Bodies have determined that completion of the Project and Maynard Lane is in the best interests of the citizens of the City, and, therefore, City Bodies desire to induce Company to complete or caused to be completed the Project and Maynard Lane; and

WHEREAS, to stimulate and induce the development of the Project and Maynard Lane on the Project Site, City Bodies have agreed, subject to further proceedings required by law, to provide the economic development incentives described herein.

## Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Defined Terms.** The following capitalized terms are used in this Agreement with the meanings set forth in this Section 1:

**Abatements** shall mean, jointly, (a) a 10-year real property tax abatement on property taxes assessed on the Fieldhouse Site, and (b) a 10-year personal property tax abatement on qualifying personal property taxes for personal property located at the Fieldhouse Site.

**Allocation Area** shall mean one or more allocation area(s) created pursuant to Ind. Code § 36-7-14 *et. seq.* that includes the Project Site and the Fieldhouse Site.

**Ancillary Agreements** shall mean, individually or collectively, the instruments and agreements referenced or contemplated herein, including the Funding Agreement, Taxpayer Agreement (if required by Company and consistent with the Laws based on the tax status of the Bonds), the Fieldhouse Lease and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement.<sup>1</sup>

**Approvals Period** shall have the meaning ascribed to it in the Purchase Agreement and shall specifically include any Approval Period Extension (as defined in the Purchase Agreement).

**Approved Costs** shall mean all Hard Costs and Soft Costs (including capitalized interest on the Bonds) related to the Project and Maynard Lane Construction.

**Approved Plans** shall mean the final documents approved by the City for construction of Maynard Lane pursuant to the City engineering's process for approval of new roads and City specifications for such roads.

**Assessments** shall mean all general and special governmental and utility assessments.

**Bond or Bonds** shall mean one or more series of taxable and/or tax exempt (as collaboratively determined by the City Bodies and Company pursuant to the Laws; provided, however, in the event of differing determinations concerning the status of the Bonds based on the Laws, the City's determination shall prevail) economic development revenue bonds to be issued pursuant to Ind. Code § 36-7-12 *et. seq.* in a maximum principal amount that Company and City Bodies jointly determine will ensure that one hundred percent (100%) of all tax increment revenue generated in the Allocation Area is utilized to pay debt service on the Bonds. Such maximum principal amount shall assume that there will be three percent (3%) annual increases in assessed value during the Bond Term of each Bond. 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. The Bond Proceeds shall be exclusively available for Approved Costs. The Bonds are estimated to be issued in the principal amount and produce the net Bond Proceeds as set forth and described

on **Exhibit A** attached hereto; provided, however, such amounts are subject to change based on the date on which the Bonds are issued and other relevant variables (for example and without limitation, applicable interest rate, required capitalized interest, and/or changes to the scope of the Project).

**Bond Documents** shall mean the documents evidencing and/or securing the Bonds.

**Bond Interest Rate** shall have the meaning ascribed to such term in Section 11(d).

**Bond Proceeds** shall mean the proceeds of the Bonds, which proceeds shall be exclusively used to (a) pay Approved Costs, (b) pay Closing Costs, and (c) pay reasonably incurred and documented administrative costs of the City associated with issuing and maintaining the Bonds.

**Bond Term** shall mean twenty-five (25) years from the date of issuance of each of the Bonds.

**Change Order** shall mean a change order executed by the City (or its designee) and Company finalizing the inclusion into the (a) Final Documents for the Project or (b) Approved Plans for Maynard Lane of a change proposed in a Change Order Request by Company that is approved by the City (or its designee); provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Company.

**Change Order Request** shall mean a written request for a change to the Final Documents or Approved Plans , as applicable.

**City** shall have the meaning set forth in the preamble.

**City Body or City Bodies** shall mean the City, EDC and/or RDC, as applicable.

**Claims** shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

**Closing** shall mean satisfaction in full of each of the following: (a) execution (if such execution has not previously occurred) of all Ancillary Agreements; (b) City's issuance of the Bonds and the purchase of the Bonds by the Purchaser; (c) Company's acquisition in fee of the Project Site; (d) City's authorization of the Abatements; and (e) Project Lender issuing the Project Loan to Company (and Company authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions), which Closing shall occur on or before the Outside Closing Date.<sup>2</sup>

**Closing Costs** shall mean all professional fees (whether incurred by Company or City Bodies), recording fees, escrow closing costs, and such other closing fees, costs, and charges customarily associated with closing on Bonds.

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<sup>2</sup> **Note to Draft:** Parties to discuss revisions to this definition. The Fieldhouse items will occur prior to Buckingham's acquisition of the Thompson Thrift property, its development loan, and the closing of the bonds.

**Closing Date** shall mean the date of Closing.

**Company** shall have the meaning set forth in the preamble.

**Concept Plan** shall mean the plan for the Project and Maynard Lane attached as **Exhibit B**, which Concept Plan may be updated from time to time upon mutual agreement of Company and the City.

**Construction Drawings** shall mean construction drawings with respect to the construction of the exterior components of the Project that are approved as a result of the Plan Refinement Process.

**Construction Schedule** shall mean, (a) for the Project, the portion of the Final Documents comprised of the scheduled date for Substantial Completion of the Project and (b) for Maynard Lane, the portion of the Approved Plans that include the schedule for completion.

**Cure Period** shall mean a period of: (a) ten (10) days after receipt of written notice of such default given in the case of any monetary default; and (b) thirty (30) days after a Party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting Party to remedy the default, so long as the defaulting Party: (y) commences to cure the default within the thirty (30) day period; and (z) diligently pursues such cure to completion; provided that in no event shall a Cure Period extent more than one hundred twenty (120) days after the date of default.

**Declaration** shall mean that certain Declaration of Covenants and Restrictions for the Exit Five Corporate Park dated April 11, 1989, recorded in the Office of the Recorder of Hamilton County, Indiana (the "Recorder's Office") on April 17, 1989 as Instrument No. 89-07675, as modified by that certain Affidavit of Scrivener's Error dated July 30, 1990 recorded in the Recorder's Office on August 2, 1990 as Instrument No. 90-18975, as supplemented by that certain First Supplement to Declaration of Covenants and Restrictions for the Exit Five Corporate Park, dated July 30, 1990, recorded in the Recorder's Office on August 2, 1990, as Instrument No. 90-18976 (the "First Supplement"), and as supplemented by that certain second Supplement to Declaration of Covenants and Restrictions for the Exit Five Corporate Park, dated March 12, 1992, recorded in the Recorder's Office on March 27, 1992 as Instrument No. 92-10671 (the "Second Supplement"), and as supplemented by that certain Third Supplement to Declaration of Covenants and Restrictions for Exit Five Corporate Park dated September 10, 1993, recorded in the Recorder's Office on October 5, 1993, as Instrument No. 93-48186 (the "Third Supplement"), as supplemented by that certain Fourth Supplement to Declaration of Covenants and Restrictions for Exit Five Corporate Park dated April 7, 1997, recorded in the Recorder's Office on May 15, 1997 as Instrument No. 97-18816 (the "Fourth Supplement"), as supplemented by that certain Fifth Supplement to Declaration of Covenants and Restrictions for Exit Five Corporate Park, dated August 4, 1998, recorded in the Recorder's Office on August 13, 1998, as Instrument No. 98-45347 and on April 23, 1999, as Instrument No. 99-24644 (the "Fifth Supplement"), as supplemented by that certain Sixth Supplement to Declaration of Covenants and Restrictions for Exit Five Corporate Park dated April 15, 1999, recorded in the Recorder's Office on April 23, 1999, as Instrument No. 99-24646 (the "Sixth Supplement"), as supplemented by that certain

Seventh Supplement to Declaration of Covenants and Restrictions for Exit Five Corporate Park, dated January 21, 2003, recorded in the Recorder’s Office on February 11, 2003, as Instrument number 2003-00014828 (the “Seventh Supplement”), as supplemented by that certain Eighth Supplement to Declaration of Covenants and Restrictions for Exit Five Corporate Park, dated January 11, 2023, recorded in the Recorder’s Office on January 23, 2023, as Instrument number 20232085 (the “Eighth Supplement”), and as to be supplemented by that certain Ninth Supplement to Declaration of Covenants and Restrictions for Exit Five Corporate Park (the “Ninth Supplement”).

**Design Development Drawings** shall mean the design development drawings for the Project that are approved as a result of the Plan Refinement Process.

**EDC** shall have the meaning set forth in the preamble.

**Effective Date** shall have the meaning set forth in the preamble.

**Event of Default** shall have the meaning set forth in Section 14.

**Excess Increment** shall mean Pledged Increment in excess of the amounts necessary to make then due or past due payments on the Bonds and reimburse Company for any taxpayer payments under a Taxpayer Agreement (pursuant to Subsections 11(a) and (b) hereof) or other direct payment on the Bonds.

**Fieldhouse** shall mean an approximately 180,000 sq. ft. building constructed on the Fieldhouse Site, the concept plan for which is attached as Exhibit G.

**Fieldhouse Lease** shall mean a lease agreement by and between the RDC and Company that includes, among other commercially reasonable provisions, the terms included in Exhibit H.

**Fieldhouse Site** shall mean the real property depicted in Exhibit I.

**Final Document(s)** shall mean, for the Project, the final Construction Schedule and the final Construction Drawings, as each is finalized and approved or reviewed by the City in accordance with the Plan Refinement Process described in Section 12.

**Final Inspection** shall mean an inspection of the Project and/or Maynard Lane, after Substantial Completion thereof.

**Fishers District Property** shall mean the approximately 8.2 acres of real property labeled as Phase 1A on the Project Site.

**Force Majeure** shall mean, with respect to Company or City Bodies, any cause that is not within the reasonable control of Company or City Bodies, respectively, including: (a) an act or omission of one of the other Parties hereto; (b) unusually inclement weather but not cold, ice, sleet, snow or hail in amounts typical in Indiana; (c) the unusual unavailability of materials, equipment, services, or labor; and (d) utility or energy shortages or acts or omissions of public utility providers; provided that a Party’s failure to anticipate normal and customary delays due to weather or normal and customary time periods to obtain Required Permits shall not be deemed Force Majeure.

**Funding Agreement** shall mean an agreement pursuant to which the Bond Proceeds shall be disbursed to Company in a commercially reasonable manner for Approved Costs. Company shall be responsible for all costs to design and construct or cause to be constructed the Project and Maynard Lane in excess of the Bond Proceeds.

**Hard Costs** shall mean the costs incurred in connection with construction of the Project and Maynard Lane, which costs are customarily known in the industry as “hard costs”.

**Incurred Costs** shall mean, if this Agreement is terminated after expiration of the Approvals Period and prior to Closing, all actual, out-of-pocket, third-party costs and expenses incurred by a party through the date of such termination, to the extent not previously paid or reimbursed by the other party (not to exceed \$100,000.00).

**Inspector** shall mean such party designated by the City as its inspector.

**Latent Defect** shall mean a Material Defect with respect to the Project or Maynard Lane that: (a) is not discovered, and reasonably is not discoverable, by the City or Inspector during a Permitted Inspection and/or the Final Inspection; and (b) has a material and adverse effect on the use, operation, structure, or longevity of the Project or Maynard Lane.

**Laws** shall mean all applicable laws, statutes, and/or ordinances, building codes, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including the City’s Unified Development Ordinance and all applicable environmental laws.

**Lender Protections** shall mean lender protection provisions requested by a Project Lender and reasonably agreed to by the City; provided that, to the extent that lender protection provisions requested by a Project Lender are consistent with (or less restrictive than) those set forth in **Exhibit F**, the City shall agree to such lender protection provisions.

**Material Defect(s)** shall mean any item or component of the Project or Maynard Lane that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Final Documents or Approved Plans, as applicable, other than any Permitted Change or Change Order; or (c) has not been performed materially in accordance with the terms and conditions of this Agreement.

**Maynard Lane** shall mean the extension of Maynard Lane on approximately 1.25 acres of real property in the location depicted on **Exhibit B**.

**Maynard Lane Construction** shall mean design and construction of Maynard Lane pursuant to the specifications included in **Exhibit C**.

**Maynard Lane Site** shall mean the approximately 1.25 acres of real property depicted on **Exhibit B** on which Maynard Lane shall be constructed.

**Non-Compliance Notice** shall mean a written notice identifying any Material Defect discovered during a Permitted Inspection or a Final Inspection.

**Outside Closing Date** shall mean June 1, 2027.

**Party and Parties** shall have the meaning set forth in the preamble.

**Permitted Change** shall mean a change to a Final Document for the Project or Approved Plans for Maynard Lane that: (a) is not material in the overall scope and design of the Project or Maynard Lane, as applicable; (b) is in conformity with the Laws; (c) does not result in the Final Document or Approved Plans, as applicable, containing a Material Defect; and (d) does not make it unlikely, impracticable, or impossible for Company to complete and open the Project or Maynard Lane, or any component thereof, by the applicable date set forth in a Construction Schedule. In addition to the foregoing, any change required by the Laws shall constitute a Permitted Change.

**Permitted Exception(s)** shall mean: (a) the lien of current year real estate taxes and assessments not delinquent; (b) encumbrances such other matters as are accepted by the City Bodies (as applicable) in writing or which Company or City Bodies (as applicable) is deemed to have waived pursuant to the terms and conditions of this Agreement (for example, and without limitation, rights of way, encroachments and other related non-financial encumbrances approved during the Plan Refinement Process). In no event shall the lien of any mortgage, or any other similar type of lien or financial encumbrance be deemed a Permitted Exception.

**Permitted Inspection** shall mean, as applicable, an inspection by the Inspector of (a) any item or component of the Project; or (b) the Maynard Lane Construction, when reasonably deemed to be necessary or appropriate by any City Bodies and/or the Inspector.

**Permitted Transfers** shall have the meaning set for in Section 16.

**Plan Refinement Process** shall mean, for (a) the Project, the process described in Section 12 hereof; and (b) Maynard Lane, the City's Engineering Department's typical review process for the construction of new roads and those sections of Section 12 that specifically apply to Maynard Lane Construction.

**Plan Review Panel** shall mean a plan review panel comprised of the City's Economic Development Director and such other parties as may hereafter be designated by the City in a written notice to Company.

**Phase 1A Project** shall mean development and construction of approximately 166 multi-family units and approximately 59 for-rent townhomes on the approximately 8.2 acres depicted as Phase 1A on the Project Site.

**Phase 1B Project** shall mean development and construction of approximately 39 for-rent townhomes on the approximately 2.92 acres depicted as Phase 1B on the Project Site.

**Plat** shall mean the plat prepared by Company that has received all final approvals on or before Closing and is recorded in the Office of the Recorder of Hamilton County, Indiana prior to or contemporaneous with other documents needed for Closing, which Plat, at a minimum, (a) creates the Site; and (b) provides for the dedication of certain rights of way as mutually agreed by the

City and Company. The Parties acknowledge that the final parcels as platted may vary from the current boundaries of the parcels.

**Pledged Increment** shall mean one hundred (100%) of the tax increment revenue generated within the Allocation Area.

**Project** shall mean, jointly, development and construction of the Phase 1A Project and Phase 1B Project, which Project is expected to represent a total investment of approximately \$82,000,000.00 in the City.

**Project Lender** shall mean a financial institution that is not affiliated with Company making a Project Loan, and any successor or assignee thereof.

**Project Loan(s)** shall mean one (1) or more construction loans to Company, the proceeds of which, along with the Bond Proceeds shall be used to fund development and construction of the Project and Maynard Lane. Each Project Loan shall be disbursed pursuant to the Project Loan Documents (and not pursuant to the Funding Agreement) and the proceeds available at Closing (subject to the satisfaction of customary draw conditions).

**Project Loan Documents** shall mean, individually or collectively and for the Project and Maynard Lane Construction, the documents evidencing or securing the Project Loan(s).

**Project Site** shall mean approximately 11.2 acres depicted as the Phase 1A site and Phase 1B site on **Exhibit D**.

**Property Inspections** shall mean surveys, borings, tests, inspections, examinations, studies, and investigations including environmental assessments.

**Purchase Agreement** shall mean the Purchase And Sale Agreement by and between Company and TTRG IN Fishers Swordfish, LLC, that, among other commercially reasonable terms, includes a purchase price of \$4,500,000.00. The Parties agree that the purchase price of \$4,500,000 includes \$900,000.00 for the Phase 1B site which the City Bodies have instructed Company to pay to TTRG IN Fishers Swordfish, LLC.

**Purchaser** shall mean Company, an affiliate of Company or a third party identified by Company.

**RDC** shall have the meaning set forth in the preamble.

**Real Estate Taxes** shall mean all real estate taxes levied on, against, or with respect to all or any specified portion of the Project and Project Site.

**Required Permits** shall mean all permits, licenses, approvals, and consents required by the Laws for construction, occupancy, and use of each of the Project and Maynard Lane.

**Road Impact Fee Credit** shall mean a credit issued by the City to Company in the amount equal to the lesser of (a) the road impact fees assessed by the City for the Project; or (b) the cost to construct Maynard Lane, which Road Impact Fee Credit shall be issued pursuant to and consistent to Ind. Code § 36-7-4 *et. seq.*

**Schematic Design Drawings** shall mean for the Project the schematic design drawings for the Project that are approved as a result of the Plan Refinement Process.

**Sewer Impact Fee Credit** shall mean a credit issued by the City to Company in the amount equal to the cost, if any, to construct Maynard Lane in excess of the road impact fees assessed by the City for the Project. For example, and without limitation, if it costs \$1,250,000.00 to construct Maynard Lane, and the Road Impact Fee Credit amounts to \$1,000,000, the Sewer Impact Fee Credit shall be \$250,000.00.

**Site Plan** shall mean the site plan for the Project that is approved as a result of the Plan Refinement Process.

**Soft Costs** shall mean costs incurred in connection with the Project and Maynard Lane that are customarily known in the industry as “soft costs”.

**Substantial Completion** shall mean, with respect to the (a) Project, the later of the date that: (i) Company receives a final or temporary certificate of occupancy for the Project; and (ii) the date that Company’s architect certifies, per AIA Form G704, that the construction of the Project is substantially complete in material compliance with all Laws, this Agreement, the Final Documents (subject to Permitted Changes and Change Orders), and the Required Permits subject only to tenant improvements, certificates of occupancy for individual tenant spaces, landscaping and minor punchlist items that do not materially interfere with the use or operation thereof; and (b) Maynard Lane, the dedication of Maynard Lane by Buckingham and acceptance of Maynard Lane by the City Bodies in material compliance with all Laws.

**Sunbeam** shall mean Sunbeam Development Corporation, an Indiana corporation, and any affiliate of said entity.

**Taxpayer Agreement** shall mean an agreement by and between Company and the Commission pursuant to which Company agrees to pay an amount that, together with the Real Estate Taxes, is not less than the amount required to pay semi-annual debt service on the Bonds.

**Thompson Thrift** shall mean TTRG IN Fishers Swordfish, LLC, a Delaware limited liability company, and any affiliate of said entity.

**Thompson Thrift Project Agreement** shall mean that certain Amended and Restated Project Agreement, dated effective May 12, 2025, by and among Thompson Thrift, the City, the EDC, and the RDC.

## **2. Interpretation; Term and Other General Matters.**

(a) The terms "include", "including" and "such as" shall each be construed as if followed by the phrase "without being limited to".

(b) Whenever a Party’s consent, approval, agreement or election is required or permitted by this Agreement, such consent, approval, agreement or election shall not be unreasonably withheld, conditioned or delayed.

(c) The term of this Agreement shall be for the period commencing on the Effective Date and continuing through the first to occur of (i) Substantial Completion of the Project and Maynard Lane, or (ii) termination of this Agreement. Except as expressly set forth otherwise herein, this Agreement shall terminate upon the expiration of this term of this Agreement; provided, however, the obligation of the Parties (1) to pay any money owed pursuant to this Agreement, or (2) pursuant to Section 12(l) (for a period of five (5) years from Substantial Completion) or Section 15 (for a period of ten (10) years from Substantial Completion), shall survive termination of this Agreement.

**3. City's Obligations.** Subject to the terms and conditions of this Agreement, the applicable City Body shall: (a) in connection with Company, jointly submit the Plat for final approval and recordation at or prior to Closing; (b) execute and perform (or cause the applicable City Bodies to execute and perform) the Ancillary Agreements; (c) issue the Bonds and, consistent with the Funding Agreement, make available the Bond Proceeds for Approved Costs, together with Closing Costs and fees associated with closing the Bonds, at Closing and, thereafter, within thirty (30) days after a completed draw request is approved pursuant to the Funding Agreement (which requests shall not be submitted more frequently than monthly); (d) prior to Closing, create the Allocation Area and pledge the Pledged Increment to repayment of the Bonds; (e) authorize the Abatements; (f) consult with Company on generally acceptable terms to acquire the Fieldhouse Site; (g) enter into the Fieldhouse Lease; (h) provide reasonable assistance to Company in connection with any zoning changes or variances determined to be necessary or appropriate for the construction and use of the Project and Maynard Lane in accordance with the Final Documents and Approved Plans, as applicable (subject to Permitted Changes and Change Orders); provided, however, City Bodies shall not be obligated to incur any expenses in connection with such assistance and shall not be liable for the result of any rezone requests; (i) issue the (i) Road Impact Fee Credit promptly upon determination of the Road Impact Fees assessed for the Project, and (ii) Sewer Impact Fee Credit, if owed; and (j) exercise commercially reasonable efforts to cause the review and timely issuance of the City's development and permit applications necessary to develop and construct the Project and Maynard Lane, including, whenever reasonably possible, coordinating with Company to lower the costs of the Project and/or Maynard Lane by supporting the issuance of interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities, to the extent allowed by the Laws; provided, however, City Bodies shall not be obligated to incur expenses related to such assistance; (k) assist Company with obtaining all approvals from Sunbeam and any other party to approve the Project under the Declaration, including, but not limited to, approval of the use and configuration (including building height) of all structures in the Project; and (l) cause TTRG to convey the Fishers District Property to Company

**4. Company's Obligations.** Subject to the terms and conditions of this Agreement, Company shall: (a) in connection with the City, jointly submit the Plat for final approval and recordation; (b) acquire the Project Site consistent with and pursuant to the Purchase Agreement; (c) complete the Project and Maynard Lane substantially in accordance with the Final Documents and Approved Plans, as applicable (subject to Change Orders and Permitted Changes); (d) upon Substantial Completion and without payment or additional consideration, transfer and convey Maynard Lane

to the City, subject only to the Permitted Exceptions; (e) pay, when due, all Real Estate Taxes and Assessments on the Project and the Project Site; (f) make or cause to be made the payments required by the Taxpayer Agreement (if required by Company); (g) at Closing, cause the purchase of the Bonds; (h) obtain the Project Loans and ensure that proceeds of the Project Loans are available the Closing Date (subject to the satisfaction of customary draw conditions); (i) prevent the Project Lender from filing a lien of mortgage or other similar financial document on the Maynard Lane Site; (j) endeavor to acquire the Fieldhouse Site upon terms that are mutually acceptable to Company and the RDC; (k) work with the City, Kimley Horn and Delv Design to design and develop the Fieldhouse and materially comply with the terms of the agreements between Company and each of (i) Kimley Horn, and (ii) Delv Design; (l) enter into the Fieldhouse Lease upon terms that are mutually acceptable to Company and the RDC; and (m) execute and perform the Ancillary Agreements.

**5. Closing.** Subject to the terms and conditions of this Agreement,

(a) Closing. Closing shall occur (i) on the date of the closing of the Project Loan; and (ii) at such place as the City and Company mutually may agree. Company may be permitted to acquire the Project Site prior to the Closing.

(b) Deliveries - Closing. At Closing, unless another time is specifically stated, or the act has previously occurred:

(i) Company shall execute and deliver to the City evidence reasonably satisfactory to the City that it has closed the Project Loan (or is closing the Project Loan in connection with the Closing) and is entitled to draw on the Project Loan beginning on such Closing Date (subject to the satisfaction of customary draw conditions);

(ii) The applicable City Bodies and Company shall execute and deliver the Ancillary Agreements;

(iii) The applicable City Bodies and Company shall execute and deliver the Bond Documents;

(iv) The applicable City Bodies and Company shall execute and deliver copies of such resolutions, consents of members, partners, officers and/or shareholders and other evidence as the City Bodies or Company may request;

(v) The applicable City Bodies and Company shall execute and deliver such other customary documents or instruments as the City Bodies or Company may request in connection with the Closing;

(vi) Company shall deliver certificates of policies of insurance required pursuant to **Exhibit E**; and

(vii) Company shall be exclusively responsible for all Closing Costs; provided, however, the Bond Proceeds may be used to pay such Closing Costs.

**6. Taxes.** At all times during Company's ownership of the Project and the Project Site, Company assumes and agrees to pay or cause to be paid all Real Estate Taxes and Assessments becoming a lien against the Project Site whenever due and payable in accordance with the Laws.

**7. Conditions to Company Obligations.** Notwithstanding anything to the contrary set forth herein, the obligations of Company with respect to the Closing are subject to the satisfaction or waiver in writing, as Company shall determine in its sole discretion, of the following prior to expiration of the applicable time period specified in this Section.

(a) Environmental Condition. Prior to expiration of the Approvals Period, Company shall have conducted all Property Inspections that it deems to be necessary or appropriate and has determined, based solely on the Property Inspections, that there: (i) is no contamination or pollution of the Project Site, or any groundwater thereunder, by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site.

(b) Physical Condition. Prior to expiration of the Approvals Period, Company shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would interfere materially with the construction and use of the Project or Maynard Lane that require unusually costly development techniques, in accordance with the terms and conditions of this Agreement.

(c) Zoning. Prior to expiration of the Approvals Period, Company shall determine that the Project Site is or will be appropriately zoned for the Project.

(d) Utility Availability. Prior to expiration of the Approvals Period, Company shall have determined that gas, electricity, telephone, cable, water, storm and sanitary sewer, and other utility services are or will be: (i) in adjoining public rights-of-way or properly granted utility easements; and (ii) serving, or will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement.

(e) Required Permits. Prior to expiration of the Approvals Period, Company shall have (i) obtained; or (ii) determined that it shall be able to obtain, all Required Permits then available for the Project and Maynard Lane.

(f) Financial Ability. Prior to expiration of the Approvals Period, Company shall have determined that it has adequate funds (Project Loan proceeds, Bond Proceeds and/or cash on hand) to construct the Project and Maynard Lane.

(g) Ancillary Agreements. On or before the Closing Date, the City (or the applicable City Bodies) and Company, each exercising commercially reasonable discretion, shall have approved and executed (or execute at the Closing) the Ancillary Agreements.

(h) Bond Proceeds. On or before the Closing Date, City Bodies, using commercially reasonable efforts, shall have: (i) taken all action necessary to authorize the Bonds; and (ii) demonstrated that the Bond Proceeds shall be made available to Company in accordance with the Funding Agreement.

(i) Financing Documents. On or before the Closing Date, the Project Loan shall be closed (or shall close concurrently with the Closing), and in connection therewith, the Project Loan Documents, and any additional documents relating thereto, shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Company without Company's satisfaction of any additional conditions.

(j) Plat. On or before the Closing Date, the Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hamilton County, Indiana, and be recorded.

(k) City Body Approvals. On or before of the Closing Date, City Bodies shall have obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under this Agreement, the Ancillary Agreements, and any Bond Documents to which it is a party.

(l) Compliance. As of the Closing Date, this Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(m) No Breach. As of the Closing Date: (i) there shall be no breach of this Agreement by City Bodies that the applicable City Body has failed to cure within the Cure Period; and (ii) all the representations in Section 10(a) shall be true and accurate in all material respects.

If any of the conditions set forth in this Section are not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, Company either may elect to: (A) extend the Outside Closing Date for up to thirty (30) days; (B) waive in writing satisfaction of the conditions and proceed to the Closing; or (C) terminate this Agreement and any executed Ancillary Agreements by delivery of written notice to City Bodies; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by a City Body, Company shall have all of the rights and remedies set forth in Section 9 and 14. Notwithstanding anything to the contrary set forth herein, Company shall (1) work diligently and in good faith to satisfy the conditions set forth in this Section, and (2) if Company fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, Company shall be deemed to have waived such condition and shall proceed to Closing.

**8. Conditions to City Bodies' Obligations**. Notwithstanding anything to the contrary set forth herein, the obligations of City Bodies with respect to Closing are subject to the satisfaction or waiver in writing, of the following prior to expiration of the applicable period specified in this Section:

(a) Required Permits. Prior to expiration of the Approvals Period, Company shall have obtained, or City Bodies shall have determined that Company shall be able to obtain, all Required Permits then available for the Project and Maynard Lane.

(b) Financial Ability. Prior to expiration of the Approvals Period, Company shall have demonstrated to City Bodies that it has adequate funds (Project Loan proceeds, Bond Proceeds, and/or cash on hand) to construct the Project and Maynard Lane.

(c) Physical Condition. Prior to expiration of the Approvals Period, City Bodies shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would interfere materially with the construction and use of the Project and Maynard Lane in accordance with the terms and conditions of this Agreement.

(d) Ancillary Agreements. On or before the Closing Date, the City (or the applicable City Bodies) and Company, each exercising commercially reasonable discretion, shall have approved and executed (or at Closing will execute) the Ancillary Agreements.

(e) Financing Documents. On or before the Closing Date, the Project Loan shall be closed (or shall close concurrently with the Closing), and in connection therewith, the Project Loan Documents, and any additional documents relating thereto shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Company without Company's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

(f) Procedure. On or before the Closing Date, the Parties shall have agreed on the terms on which the Bonds will be issued, and each of the City Bodies shall have completed all procedures required by the Laws in connection with consummating the transaction contemplated herein, including that all recommendations, approvals, authorizations, resolutions, and/or ordinances required to be completed, obtained, and/or adopted in connection with: (i) the issuance and sale of the Bonds on the terms to which the Parties have agreed; (ii) the use of the Bond Proceeds to pay Approved Costs; (iii) the pledging of the Pledged Increment to the payment of debt service on the Bonds; and (iv) the Allocation Area has been established.

(g) Plat. On or before the Closing Date, the Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hamilton County, Indiana, and be recorded.

(h) Company Approvals. On or before the Closing Date, Company has obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under, this Agreement, the Ancillary Agreements, and any Bond Documents to which it is a party.

(i) Compliance. As of the Closing Date, this Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(j) No Breach. As of the Closing Date: (i) there shall be no breach of this Agreement by Company that Company has failed to cure within the Cure Period; and (ii) the representations

and warranties set forth in Subsections 10(b) and (c) shall be true and accurate in all material respects.

If one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as their sole and exclusive remedy, City Bodies either may elect to: (i) waive in writing satisfaction of the conditions and proceed to the Closing; or (ii) terminate this Agreement and the Ancillary Agreements by a written notice to Company; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by Company, City Bodies shall have all of the rights and remedies set forth in Section 9 and 14. Notwithstanding anything to the contrary set forth herein, (1) City Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if the applicable City Body fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, such City Body shall be deemed to have waived such condition and shall proceed to Closing.

**9. Incurred Costs and Failure to Close.** Each of the City Bodies and Company is entering into this Agreement, and incurring significant expense, under the good-faith assumption that the other Party will proceed to Closing on or before the Closing Date, unless otherwise mutually agreed in writing by Company and City. Accordingly, if this Agreement is terminated after expiration of the Approvals Period and prior to Closing:

(a) due to (i) a continuing Event of Default by one of the City Bodies, (ii) failure of the applicable City Body to satisfy the condition included in Sections 8(a), 8(d), 8(f), 8(g) (if the Parties have mutually agreed to the documents) or 8(i) or (iii) failure of any City Body to comply with the representations and warranties included in Section 10(a), then City Bodies shall reimburse Company for its Incurred Costs.

(b) due to (i) a continuing Event of Default by Company, (ii) failure of Company to satisfy the conditions included in Section 7(a), (b), (c), (d), (e), (f), (g) (if the Parties have mutually agreed to the documents), (i) or (j) or (iii) failure of Company to comply with the representations and warranties included in Sections 10(b) or (c), then Company shall reimburse the City for its Incurred Costs.

(c) If this Agreement is terminated for any reason other than those set forth above, then each party shall be responsible for paying its own costs and expenses.

(d) Any reimbursement or action required under this Section 9 shall be paid or performed, as applicable, by such party within thirty (30) days after receipt of written invoice or notice therefore, together with reasonable evidence supporting the amount set forth in such invoice.

## **10. Representations and Warranties**

(a) City Bodies. Each City Body represents and warrants to Company that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) the City is a municipal corporation organized and existing under the laws of the State of Indiana; (iii) RDC is the governing body of the City of Fishers Redevelopment Department organized and existing under the laws of the State of Indiana; (iv) EDC is the

governing body of the City of Fishers Economic Development Department organized and existing under the laws of the State of Indiana; (v) subject to completion of the applicable proceedings required by Laws, it has the power: (A) to enter into this Agreement; and (B) to perform its obligations hereunder; (vi) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (vii) this Agreement is the legal, valid, and binding obligation of it; and (viii) it has not engaged or dealt with any real estate broker or agent in connection with the Project, Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of a City Body.

(b) Company. Company represents and warrants to each City Body that: (i) Company is a limited liability company, duly organized under the laws of the State of Indiana; (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) it has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (iv) it duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder; (v) this Agreement is the legal, valid, and binding obligation of Company; (vi) (except for brokers or agents engaged to lease space in the Project for which the City Bodies shall not be liable) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the Project, the Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction by, through, or as a result of, the acts or omissions of Company or any party affiliated with Company; and (vii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Company has employees, Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Company has employees, Company will state, in all solicitations or advertisements for employees placed by or on behalf of Company, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Company states that it does not currently have employees.

(c) E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, if Company has employees, Company covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Effective Date. If Company has employees, within ten (10) days after the Effective Date, Company shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Company shall provide the City with documentation that it has enrolled and is participating in the E-Verify program if it has employees. This Agreement shall not take effect until said affidavit is signed by Company and delivered to the City's authorized representative if Company has employees. Company states that it does not currently have employees.

## **11. Allocation Area and Pledged Increment.**

(a) Allocation Area. Subject to (i) all procedures required by the Laws, and (ii) the terms and conditions of this Agreement, prior to Closing, City Bodies shall establish the Allocation

Area, including any necessary amendments to existing, previously designated allocation areas, and RDC shall pledge the Pledged Increment to the repayment of the Bonds for the Bond Term. Pledged Increment will be utilized first to make current payments of interest and principal on the Bonds, second, to remedy any prior shortfalls with respect to payments of interest and principal on the Bonds, third, to reimburse Company for any payments made by Company under any Taxpayer Agreement, and fourth, to redeem the Bonds prior to their maturity. City Bodies shall not be required to pledge to the repayment of the Bonds any tax revenues or other funds of the City, except the Pledged Increment. City Bodies shall not be liable for any shortfall in the Pledged Increment. Any amounts due and owing on the Bonds at the expiration of the Bond Term shall be forgiven.

(b) Revenue Shortfalls. If the Pledged Increment is, in any given period, insufficient to make payment on the Bonds, such shortfall shall accrue and be payable from future Pledged Increment during the Bond Term and no other source of City Bodies. In the event and to the extent Company or any affiliate makes any payment on the Bonds, Company or such affiliate will be subrogated to the rights of City Bodies to receive Pledged Increment in excess of current amounts payable on the Bonds in any subsequent time period. Such amounts payable to Company or such affiliate will bear interest at the same rate or rates as the TIF Bond.

(c) Excess Pledged TIF Revenue. To the extent Excess Increment is available, such Excess Increment shall be used to redeem the Bonds prior to their maturity. Thereafter, fifty percent (50%) any tax increment revenue generated within the Allocation Area shall be used for any purpose determined by the RDC, in its sole discretion, and (50%) any tax increment revenue generated within the Allocation Area shall be provided to Company for any lawful purpose and pursuant to and consistent with the Laws.

(d) Interest During Construction. At the option and discretion of Company, the Bonds may bear interest (i) at zero percent from their date of issuance until Substantial Completion (and, thereafter, at the Bond Interest Rate (as hereinafter defined)); or (ii) at the Bond Interest Rate from their date of issuance throughout the Bond Term. After the Project has been assessed and is generating increment, the Bonds will (i) bear interest at the Bond Interest Rate and (ii) be in accordance with the City authorizations for the Bonds. For purposes of this Agreement, the “Bond Interest Rate” shall mean a rate intended to be equal to or less than ten percent (10.0%) (except for the potential of a zero percent (0%) rate until Substantial Completion), as determined jointly by the Parties, each in the exercise of its reasonable discretion.

(e) Costs of Issuance and Administrative Fees. Company shall be solely liable for all bond issuance costs and administrative fees, including bond and legal counsel fees for both City Bodies and Company, which amounts shall be paid from Bond Proceeds.

## **12. Plan Refinement Process.**

This Plan Refinement Process shall govern development and construction of the Project. Except as specifically stated herein below, the Construction of Maynard Lane is not subject to this Section 12, and the City’s Engineering Department’s standard review, development and specification and approval process shall apply to the Maynard Lane Construction.

At its sole cost and expense, Company shall submit for review and approval the following documents, which documents shall be submitted to the City in the order listed below, with respect to the Project:

(a) Site Plan.

(b) Schematic Design Drawings.

(c) Design Development Drawings.

(d) Construction Drawings and Construction Schedule.

(e) Approval of Submitted Document. Within fourteen (14) days after the City receives each of the Site Plan, the Schematic Design Drawings, the Design Development Drawings, the Construction Drawings and the Construction Schedule (each, a “Submitted Document”), the City shall deliver to Company written notice that it approves or rejects the Submitted Document; provided that, if the City rejects all or any part of a Submitted Document, then such notice shall: (i) specify the part or parts that City is rejecting; and (ii) include the specific basis for such rejection. City shall not unreasonably reject any Submitted Document. Upon the City’s approval of a Submitted Document, or if the City fails to respond within the time period provided above, any such Submitted Document shall be deemed approved. Provided that a Submitted Document complies with the Laws, the City shall approve each Submitted Document if it is consistent with the immediately preceding Submitted Document approved by the City. For example, and without limitation, if the Design Development Drawings comply with the Laws and are consistent with the Schematic Design Drawings, the City shall approve the Design Development Drawings.

(f) Resubmitted Documents. If, at any stage of the Plan Refinement Process, the City, rather than approving any Submitted Document, instead notifies Company that it rejects a Submitted Document (each, a “Rejected Document”), then Company shall promptly: (i) revise the Rejected Document; and (ii) resubmit the foregoing to the City. The City shall follow the review procedure described in foregoing Subsection (e), and Company shall revise and resubmit any Rejected Document in accordance with the preceding sentence until such Rejected Document is approved (each, a “Resubmitted Document”). City shall not unreasonably reject any Resubmitted Document. Upon approval of any Resubmitted Document or if the City fails to respond within the time period provided above, the Resubmitted Document shall become final and part of the Project, subject to modifications by Change Order approved by the City and Permitted Changes. Notwithstanding the involvement of the City in the Plan Refinement Process, Company shall be responsible for ensuring that Resubmitted Documents and Change Orders approved by the City in writing are implemented in design for the Project.

(g) Change Orders and Permitted Changes- Applicable to Maynard Lane.

(i) If Company desires to make changes to the Final Documents or Approved Plans , as applicable (that are not a Permitted Change), then Company shall submit a Change Order Request to the City for review and approval. Within fourteen (14) days after the City receives the Change Order Request, the City shall deliver to Company written notice that it approves or rejects the Change Order Request; provided that, if the City rejects

all or any part of a Change Order Request, then such notice shall: (A) specify the part or parts that City is rejecting; and (B) include the specific basis for such rejection. City shall not unreasonably reject any submitted Change Order. Upon the City's approval of a Change Order Request, or if the City fails to respond within the time period provided above, any such Change Order Request (and the Change Order) shall be deemed approved. For purposes of the Project, Change Order Requests shall be deemed to be Submitted Documents

(ii) Company shall not be required to obtain the approval of the City with respect to a Permitted Change, whether concerning the Project or Maynard Lane.

(h) Permits-Partially Applicable to Maynard Lane. Company acknowledges that the Plan Refinement Process is in addition to, and not in lieu of, any plan review or Required Permits required under applicable Laws, and it shall not be deemed a warranty or representation of any kind by City Bodies that Submitted Documents or Resubmitted Documents comply with, or are approved under, applicable Laws. Prior to commencing construction of the Project or Maynard Lane, as applicable, Company shall obtain Required Permits for the Project and Maynard Lane that are available prior to commencement and shall obtain the remainder of the Required Permits upon availability. The City shall use its best efforts to assist Company in its efforts to obtain the Required Permits. Company acknowledges that City Bodies cannot (and do not) guarantee that it will be able to obtain the Required Permits.

(i) Review Panel. Consistent with the Laws and notwithstanding anything to the contrary set forth herein, the City, at its option, may delegate all or any part of its review, approval, or rejection obligations pursuant to this Section 12 to the Plan Review Panel; provided, that no such delegation shall extend any of the timing deadlines set forth in this Section 12. Any determination by the Plan Review Panel shall be binding on City Bodies.

(j) Permitted Inspection- Applicable to Maynard Lane. Upon reasonable written notice delivered to Company, which notice shall specify the portion of the construction to be inspected, the City may perform a Permitted Inspection; provided, however, Permitted Inspections shall not typically occur more than one (1) time per calendar month. Within seven (7) business days after a Permitted Inspection, the City may deliver to Company, a Non-Compliance Notice. If the City timely delivers a Non-Compliance Notice, then Company shall correct, or cause to be corrected, as soon as is commercially practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defect previously have been accepted, or deemed to have been accepted, by the City. Notwithstanding anything to the contrary set forth herein, all items or components of the Project with respect to which no Material Defect is identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City.

(k) Final Inspection- Applicable to Maynard Lane. If Company delivers to the City a written request for a Final Inspection, then, on or before the later of the date that is ten (10) business days after: (i) receipt of such request; or (ii) the date specified in such request as the Substantial Completion date; the City shall: (A) conduct the Final Inspection; and (B) deliver a Non-Compliance Notice (if applicable) to Company; provided that: (1) upon receipt of a Non-Compliance Notice, Company shall correct, or cause to be corrected, as soon as is commercially practicable, all Material Defects identified in the Non-Compliance Notice; and (2) all then-

completed items or components of the Project or Maynard Lane with respect to which no Material Defects are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City. If the City fails to conduct a Final Inspection within the time period provided above, the Project and/or Maynard Lane, as applicable, shall be deemed to be accepted by the City. All Material Defects shall be completed as soon as commercially practicable; and, upon correction of all Material Defect identified in the Non-Compliance Notice, the applicable work shall be deemed completed. Upon: (y) correction of all Material Defects identified in the Non-Compliance Notice; or (z) deemed acceptance pursuant to this Subsection; the City shall have no further inspection rights except to ensure compliance by Company with the Required Permits and as permitted by the Laws.

(l) Failure to Cure- Applicable to Maynard Lane. If Company fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by the City, within sixty (60) days of the receipt of such notice, then the City, in addition to any other right or remedy provided herein (and regardless of any Cure Period provided herein), shall be entitled to Two Hundred Fifty and no/100 Dollars (\$250.00) per day from Company for each day after the expiration of such 45-day period that any items in any (i) Non-Compliance Notice remain incomplete; or (ii) other notice of any Latent Defect remain incomplete; provided that, if such Material Defect or Latent Defect is of such a nature that it cannot be remedied within sixty (60) days, despite reasonably diligent efforts, then the sixty (60) day period shall be extended as may be reasonably necessary for Company to remedy such Material Defect or Latent Defect (not to exceed ninety (90) days) so long as Company commences to remedy such Material Defect or Latent Defect within the sixty (60) day period and thereafter continuously and diligently pursues such remedy to completion.

(m) General- Applicable to Maynard Lane. In the case of a Permitted Inspection or the Final Inspection, the Parties shall: (i) comply with all health and safety rules of which such party has been informed that have been established for personnel present on the construction site; and (ii) coordinate the inspections so that the inspections do not interfere with the performance of construction. The City and Company each shall have the right to accompany, and/or have its construction manager accompany, the inspecting party during any Permitted Inspection and/or the Final Inspection.

(n) No Waiver of Police Power- Applicable to Maynard Lane. The foregoing rights in favor of the City shall be addition to, and not in lieu of, any rights and remedies the City may have under this Agreement or applicable Laws; and nothing set forth herein shall be deemed to waive any authority, right, remedy, or power vested in any City Bodies under applicable Laws.

(o) Information Review- Applicable to Maynard Lane. Upon City's request, Company agrees to permit the Executive Director to review and inspect copies of the following: (i) any third-party inspections and reports related to the construction of the Project or Maynard Lane; or (ii) receipts, invoices or other financial documents related to construction of the Project or Maynard Lane.

**13. Taxpayer Agreement.** If required by Company for the Project, as Company shall determine in its sole discretion, Company agrees to enter into a Taxpayer Agreement for the Bonds mutually acceptable to Company and the City Bodies. City Bodies and Company shall execute and record the Taxpayer Agreement at Closing, if so required in Company's sole discretion. The RDC shall

pledge any payments made under a Taxpayer Agreement to payment of the Bonds; provided however, the Parties acknowledge and agree that neither Pledged Increment nor Excess Increment shall be available to pay or reimburse Company for payments made pursuant to the Taxpayer Agreement that are not directly related to debt service for the Bonds. Nothing in this Agreement or the Taxpayer Agreement shall be deemed to release Company from any obligation to pay Real Estate Taxes on the Project Site regardless of when payable or assessed.<sup>3</sup>

#### **14. Default.**

(a) Events of Default. It shall be an “Event of Default” if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it, if such default or failure is not cured within the applicable Cure Period.

(b) General Remedies. During the continuance of an Event of Default, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses, together with interest at the rate of fifteen percent (15%) per annum. Notwithstanding anything to the contrary set forth herein, the City Bodies shall exercise its rights under this Subsection subject to the Lender Protections.

(c) No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a result of an Event of Default by such party. In the event either party hereto employs an attorney in connection with Claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys’ fees, incurred in connection with such Claims. The term “prevailing party” as used in this Agreement shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other’s breach or default

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<sup>3</sup> Note to Draft: Buckingham and City to discuss.

and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

### **15. Mutual Indemnification.**

(a) City Bodies. To the extent permitted by applicable Laws, City Bodies shall indemnify, defend, and hold harmless Company from and against any and all Claims arising from or connected with: (i) the gross negligence or willful misconduct of the City Bodies or any party acting by, under, through, or on behalf of the City Bodies; or (ii) the breach by City Bodies of any term or condition of this Agreement.

(b) Company. Company shall indemnify, defend, and hold harmless City Bodies from and against any and all Claims arising from or connected with: (i) the gross negligence or willful misconduct resulting in material and uncured breaches by Company under contracts to which Company is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Company or any party acting by, under, through, or on behalf of Company; (ii) the negligence or willful misconduct of Company or any party acting by, under, through, or on behalf of Company; or (iii) the uncured breach by Company of any term or condition of this Agreement resulting in monetary loss.

Notwithstanding anything to the contrary set forth herein, City Bodies' and Company's obligations under this Section 15 shall survive the termination of this Agreement.

### **16. Assignment.**

(a) Upon Closing, this Agreement shall run with the Project Site and shall be binding on successors in title to the Project Site. Company may be permitted to do the following without the approval of the City Bodies: (i) assign, partially or in its entirety, this Agreement to a third party controlling, controlled by or under common control with Company and/or any subsidiary or affiliate of Company that has full power, authority, and capability to accept such assignment and perform the obligations of Company hereunder, so long as the current principal of the Company has day-to-day control of such subsidiary or affiliate; (ii) execute and deliver leases for the Project; (iii) mortgage the Project or the Project Site to one or more Project Lenders in connection with one or more Project Loans; (iv) pledge the membership interest of Company (or Company's successor) for mezzanine financing for the Project; (v) collaterally assign Company's interest in this Agreement, the Funding Agreement, the Ancillary Agreement or any other related agreements to this Agreement in connection with one or more Project Loans; (vi) sell or assign the membership interests in Company (or Company's successor) so long as such sale or assignment does not result in a change of control of Company (or Company's successor); (vii) grant easements in form and substance required for the Project, in Company's commercially reasonable discretion; or (viii) convey a portion of the Project Site to a single purpose entity in which the current principal of the Company has ownership or day-to-day control of such single purpose entity for purposes of financing a particular Project (collectively, the "Permitted Transfers"). Except for the Permitted Transfers, prior to the Substantial Completion of the Project, Company shall not assign this Agreement without the approval of the City, such approval not to be unreasonably withheld, delayed, or conditioned. The City Bodies shall not assign this Agreement without the prior written approval of Company; provided that without the prior written approval of Company, City Bodies

may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder.

(b) Notwithstanding any assignment permitted under this Section 16, the applicable City Bodies or Company, as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release any City Bodies or Company, as the case may be, from such performance; provided that, if any City Body assigns this Agreement to another agency or instrumentality of the City that: (i) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder; and (ii) expressly assumes all such obligations in writing; then the applicable City Bodies shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption. Notwithstanding any provision in this Agreement the contrary, upon an assignment in strict compliance with this Agreement by Company of its rights and obligations with respect to the Project no other assignee of Company shall have any responsibility for any obligations of Company other than those expressly assumed by any such assignee.

**17. Notice.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, Lindsey Bennett, City Attorney with copies (via email, only) to: Jennifer Messer, jennifermesserlaw@gmail.com; and to Company at 941 N. Meridian Street, Indianapolis, Indiana, Attn. Andrew Klineman, Andrew.Klineman@buckingham.com, with copies (via email, only) to: Christopher Engel, Taft Stettinius & Hollister LLP, cengel@taftlaw.com. Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

**18. Authority.** Each undersigned person executing this Agreement on behalf of the City, EDC, RDC and Company represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City, EDC RDC, or Company, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by the City, RDC, EDC and Company, respectively; provided, however, each of the City's, EDC and RDC's ability to perform under this Agreement is subject to completion of certain procedures required by Laws which the City, EDC and RDC agree to undertake with diligence and in good faith.

**19. Force Majeure.** Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money, including any payment required pursuant to the Taxpayer Agreement (if required by Company)) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days

that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

**20. Merger.** All prior agreements, understandings, and commitments with respect to the transaction contemplated herein are hereby superseded, terminated, and merged herein, and shall be of no further force or effect. Absent an amendment to, or modification of, this Agreement in accordance with this section, in no event shall City Bodies be obligated to perform any work, incur any expenses, or provide any incentives (whether with respect to the Project Site, the Project, or any site or improvements adjacent to, or in the vicinity of, the Project Site) other than as specifically set forth in this Agreement. This Agreement may be amended or modified only by a written instrument executed by the City Bodies and Company.

**21. Miscellaneous.** Subject to Section 16, this Agreement shall inure to the benefit of, and be binding upon, City Bodies and Company, and their respective successors and assigns. 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. Company waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Company may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the City, EDC, RDC, and Company. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. Other than the headings in Section 12, the captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, employment relationship or joint venture between Company, the City, EDC, and RDC or their successors in interest. 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 Fishers, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Any amounts due or to be paid hereunder shall bear interest at the prime rate as published in *The Wall Street Journal* plus five percent (5%) per annum from the date due until paid.

**22. Execution of Agreement.** Upon City Bodies’ approval and execution of this Agreement, the City shall provide to Company the executed Agreement (the “City-Executed Agreement”). Within ten (10) days of Company’s receipt of the City-Executed Agreement, Company shall execute this

Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this Section 24 shall terminate and automatically revoke any offer made by City Bodies herein, and shall, without further action of any of City Bodies, nullify and render of no force or effect City Bodies' approval of this Agreement.

**23. Project Lender Requests.** To the extent that such request is consistent with this Agreement and does not confer a greater right to Project Lender than is provided to Company hereunder, the City Bodies shall execute any estoppel, SNDA, multi-party agreement and/or collateral assignment acknowledgement, or any other document reasonably requested by a Project Lender within five (5) business days of receipt of such document.

**24. Fieldhouse Provisions.** The parties acknowledge and agree that Company shall endeavor to acquire the Fieldhouse Site upon terms mutually acceptable to the City Parties and Company. Company shall not be in violation of this Agreement if Company is unable to acquire the Fieldhouse Site, and in such instance, all rights and obligations included in this Agreement concerning (a) the Fieldhouse, (b) Fieldhouse Site, (c) Fieldhouse Lease, (d) Abatements, and (e) financing for the Fieldhouse (collectively, the "Fieldhouse Provisions") shall, automatically and without further action of the Parties, be deemed null and void, and this Agreement shall remain in full force and effect for all other items other than the Fieldhouse Provisions.

**Index of Exhibits:**

- Exhibit A: Bonds
- Exhibit B: Concept Plan for the Project and Maynard Lane
- Exhibit C: Maynard Lane Specifications
- Exhibit D: Project Site
- Exhibit E: Insurance
- Exhibit F: Lender Protections
- Exhibit G: Fieldhouse (Concept Plan)
- Exhibit H: Fieldhouse Lease
- Exhibit I: Fieldhouse Site

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City, EDC, RDC and Company have executed this Project Agreement as of the day and year first written above.

**“CITY”**

**CITY OF FISHERS, INDIANA**

By: \_\_\_\_\_  
Scott Fadness, Mayor

Date: \_\_\_\_\_

**“EDC”**

**CITY OF FISHERS ECONOMIC  
DEVELOPMENT COMMISSION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**“RDC”**

**FISHERS REDEVELOPMENT  
COMMISSION**

By: \_\_\_\_\_  
Brad Johnson, President

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Tony Bonacuse, Secretary

Date: \_\_\_\_\_

**“COMPANY”**

**BUCKINGHAM PROPERTIES, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_  
Matthew Lesher, Authorized Representative

Date: \_\_\_\_\_

**Exhibit A**  
**Bonds<sup>4</sup>**

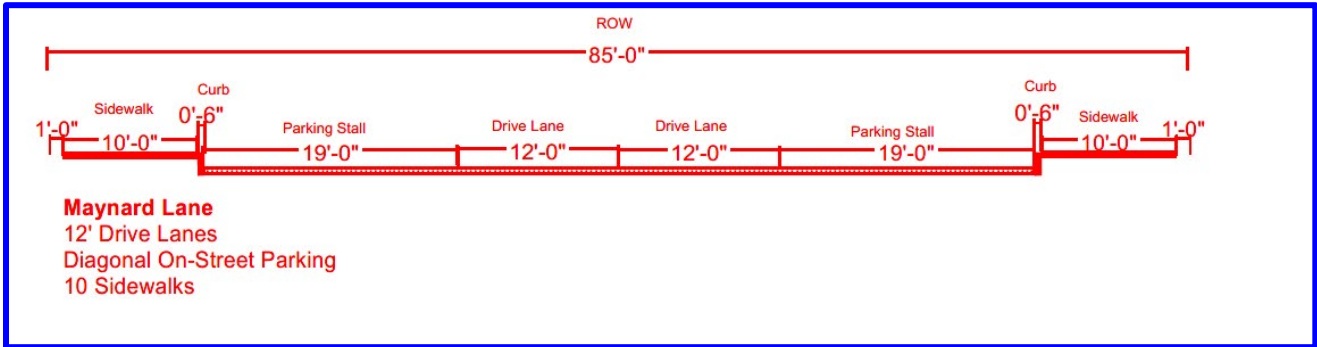
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<sup>4</sup> Note to Draft: City to insert.

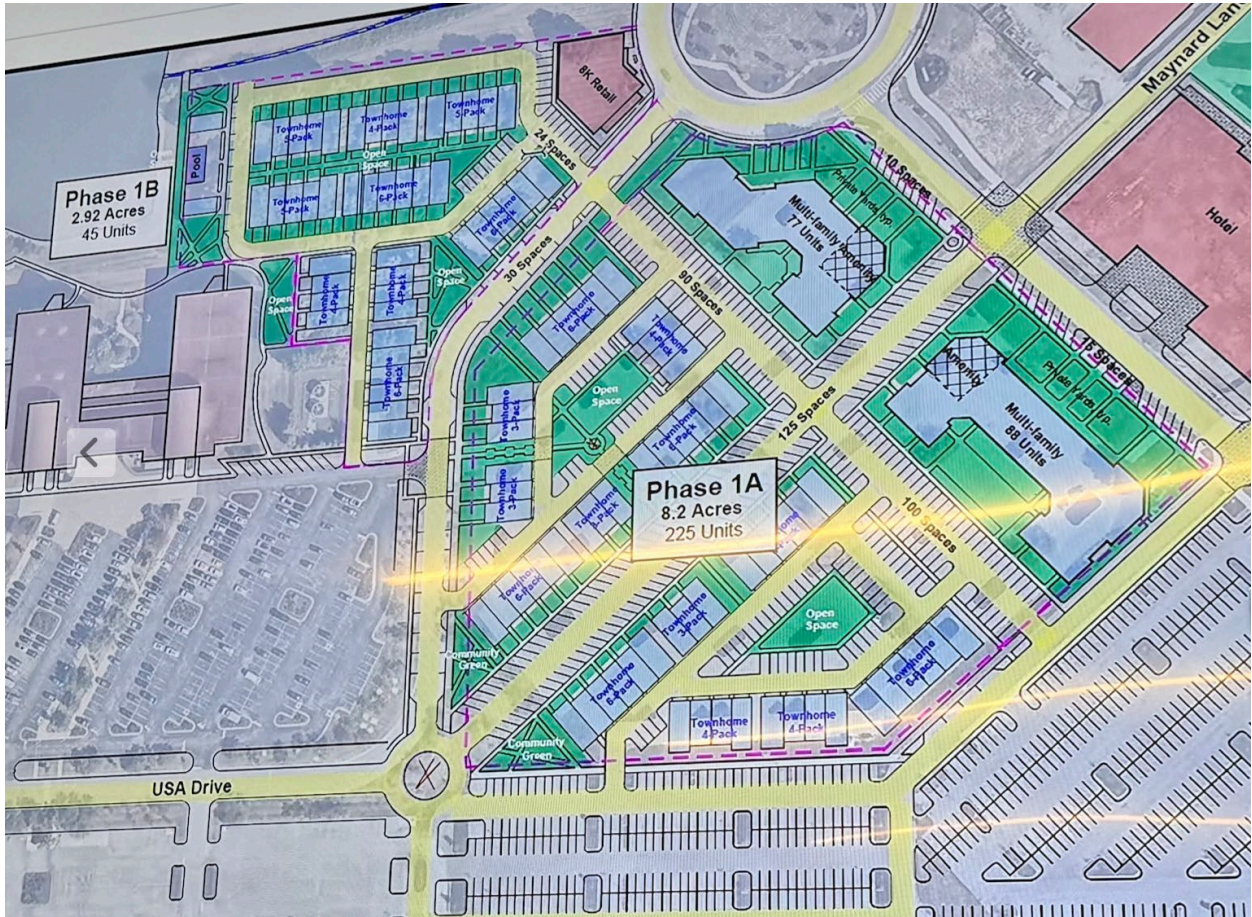
**Exhibit B**  
**Concept Plan for the Project and Maynard Lane**



**Exhibit C  
Maynard Lane Specifications**



# Exhibit D Project Site



**Exhibit E**

**Company Insurance Requirements**

Company shall obtain and maintain and require any general contractor or subcontractor(s) to obtain and maintain the below listed policies of insurance written by a company reasonably acceptable to the City and for which certificates of insurance shall be provided to the City prior to commencement of any work on the Project. The City and the RDC shall be named as additional insureds on Company’s Commercial General Liability policies of insurance.

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and General Contractor and Subcontractors shall provide Company with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City and the RDC as additional insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City and the RDC per the follows:  \$1,000,000.00 Each Occurrence (BI & PD Combined Single Limit);  \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City and the RDC as additional insureds.
5.	Umbrella Liability: \$2,000,000.00.

## **Exhibit F Lender Protections**

1. **Definitions.** All capitalized terms used but not defined in this Exhibit shall have the meanings ascribed to such terms in the Agreement.

- (a) **Agreement** shall mean the Project Agreement executed by and among Company and City Bodies to which this Exhibit is attached and incorporated by reference.
- (b) **Collateral** shall mean all or any part of: (i) the Project Property; and (ii) the fixtures or other items of personal property in or on the Project Property; that are subject to a Mortgage.
- (c) **Curable Default** shall mean any Event of Default that is not an Incurable Default.
- (d) **Curable Monetary Default** shall mean a Curable Default, the underlying Event of Default with respect to which is a failure to make any monetary payment.
- (e) **Curable Non-Monetary Default** shall mean a Curable Default, the underlying Event of Default with respect to which is a failure other than the failure to make any monetary payment.
- (f) **Incurable Default** shall mean an Event of Default that cannot be cured by the payment of money or through the exercise of reasonable diligence.
- (g) **Monetary Cure Period** shall mean the period that: (i) commences upon the failure that, with the passage of time, will become an Event of Default; and (ii) expires on the date that is thirty (30) days after the later of: (1) the expiration of any applicable notice and/or cure period under the Agreement (or, stated alternatively, the date on which the failure becomes an Event of Default); or (2) receipt of the Mortgagee Notice.
- (h) **Mortgage** shall mean: (i) a mortgage, pledge, or grant of security interest granted by Company in all or any part of the Collateral; and/or (ii) a collateral assignment of the Agreement and/or the interests of Company therein; for the purpose of securing the Project Loan.
- (i) **Mortgagee** shall mean a holder of a Mortgage, and all successors and assigns of such holder.
- (j) **Mortgagee Notice** shall mean a copy of any notice or demand required or permitted to be made or delivered by the City Bodies to Company pursuant to the Agreement, which notice shall: (i) state any failure by Company with specificity; (ii) reference the date on which such failure will become (or became, if no grace or cure period is applicable) an Event of Default; and (iii) identify whether such failure, if it

becomes an Event of Default (or already is an Event of Default), constitutes a Curable Default or an Incurable Default.

- (k) **Mortgage Remedies** shall mean: (i) obtaining: (1) possession of all or any part of the Collateral; or (2) a receiver for all or any part of the Collateral; (ii) foreclosing a Mortgage and effecting a foreclosure sale of the Collateral and the interest of Company in the Agreement; (iii) enforcing a Mortgage and effecting an assignment of the Agreement to a Replacement Developer; or (iv) otherwise acquiring all or any part of the Collateral and/or the interests of Company in the Agreement.
- (l) **Non-Monetary Cure Period** shall mean the period that: (i) commences upon the failure that, with the passage of time, will become an Event of Default; and (ii) expires on the date that is sixty (60) days after the later of: (1) the expiration of the Cure Period (or, stated alternatively, the date on which the failure becomes an Event of Default); or (2) receipt of the Mortgagee Notice.
- (m) **Permitted Termination** shall mean a termination of the Agreement that: (i) that is permitted pursuant to the terms and conditions of the Agreement; and (ii) occurs after the rights of all Mortgagees under Sections 4 and 5 of this Exhibit have expired or have been waived by all Mortgagees.
- (n) **Project Property** shall mean, collectively, the Project Site and the Project.
- (o) **Replacement Agreement** shall mean an agreement executed by and between the City Bodies and a Replacement Developer with respect to the Project Property, which agreement shall be on the terms and conditions set forth in the Agreement, revised only as: (i) necessary or appropriate to reflect the identity of the Replacement Developer; and (ii) the City Bodies and the Replacement Developer otherwise agree.
- (p) **Replacement Developer** shall mean a qualified party that commits to complete the Project in accordance with the terms and conditions of the Replacement Agreement.

2. **Mortgages.** Contemporaneously with the execution of a Mortgage, Company or the Mortgagee shall deliver to the City Bodies written notice of such Mortgage, which notice shall set forth: (a) the effective date of such Mortgage; (b) the identity of the Mortgagee; and (c) the notice address of the Mortgagee.

3. **Mortgagee Notice.** Until the City Bodies have received written notice from a Mortgagee of which it has received notice pursuant to Section 2 of this Exhibit that its Mortgage has been satisfied or otherwise released, the City Bodies shall deliver a Mortgagee Notice to such Mortgagee contemporarily with each notice or demand delivered to Company. No notice or demand delivered by the City Bodies to Company shall be effective unless and until a Mortgagee Notice is delivered in accordance with the terms and conditions of this Section.

4. **Mortgagee Cure Right.** The terms and conditions of this Section shall apply at all times when a Mortgage is outstanding.

- (a) Monetary Failure. If there is a Curable Monetary Default, then the Mortgagee shall have the right to remedy such Curable Default until the expiration of the Monetary Cure Period.
- (b) Non-Monetary Failure. If there is a Curable Non-Monetary Default, then the Mortgagee shall have the right to remedy such Curable Non-Monetary Default until the expiration of the Non-Monetary Cure Period. To the extent reasonably necessary to effect a cure of a Curable Non-Monetary Default, the Mortgagee shall be entitled to enter upon the Project Property and exercise the rights of Company under the Agreement.
- (c) Acceptance. If the Mortgagee cures a Curable Default in accordance with the terms and conditions of this Section, then the City Bodies shall accept such cure as a cure by Company.

5. **Standstill.** The terms and conditions of this Section shall apply at all times when a Mortgage is outstanding.

- (a) Standstill. Notwithstanding any other term or condition of the Agreement or this Exhibit, the City Bodies shall not exercise any of their rights and remedies under the Agreement with respect to a Curable Default if:
  - (i) within the Monetary Cure Period or the Non-Monetary Cure Period, as applicable, the Mortgagee notifies the City Bodies of its intention either to: (A) cure the Curable Default; or (B) exercise one or more of the Mortgagee Remedies, after which it then will cure the Curable Default;
  - (ii) within thirty (30) days after notifying the City Bodies pursuant to Subsection 5(a)(i) of this Exhibit, the Mortgagee commences either:
    - (1) to cure the Curable Default, which cure the Mortgagee diligently pursues to completion; or
    - (2) the exercise of one or more of the Mortgagee Remedies and, thereafter, diligently pursues completion of the applicable Mortgagee Remedies; provided that, after obtaining such Mortgagee Remedies, the Mortgagee shall commence, and diligently pursue to completion, a cure of the Curable Default.
- (b) Reasonable Extension. If the nature of any Curable Non-Monetary Default is such that the Non-Monetary Cure Period is insufficient for the Mortgagee to complete a cure thereof, despite the exercise of reasonably diligent efforts, then, so long as the Mortgagee continues to exercise commercially reasonable, diligent efforts to

complete the cure of the Curable Non-Monetary Default, the Non-Monetary Cure Period shall be extended as reasonably is necessary for such Mortgagee to complete such cure.

- (c) **Mortgagee.** If Company is in default under a Mortgage beyond any applicable grace or cure period, then the Mortgagee may exercise with respect to the Project Property any right, power, or remedy available to it under the Mortgage that is not in conflict with the terms and conditions of the Agreement.

6. **Incurable Defaults.** If the City Bodies exercise their right to terminate the Agreement, as applicable to the Collateral, due to an Incurable Default, then: (a) for a period of sixty (60) days after receipt of the Mortgagee Notice, the Mortgagee shall have the right to identify a Replacement Developer to acquire the Collateral and become the “Company” under the Agreement; and (b) if a Replacement Developer is identified within such 60-day period, then the Agreement shall be deemed to be reinstated with the Replacement Developer as the “Company” thereunder.

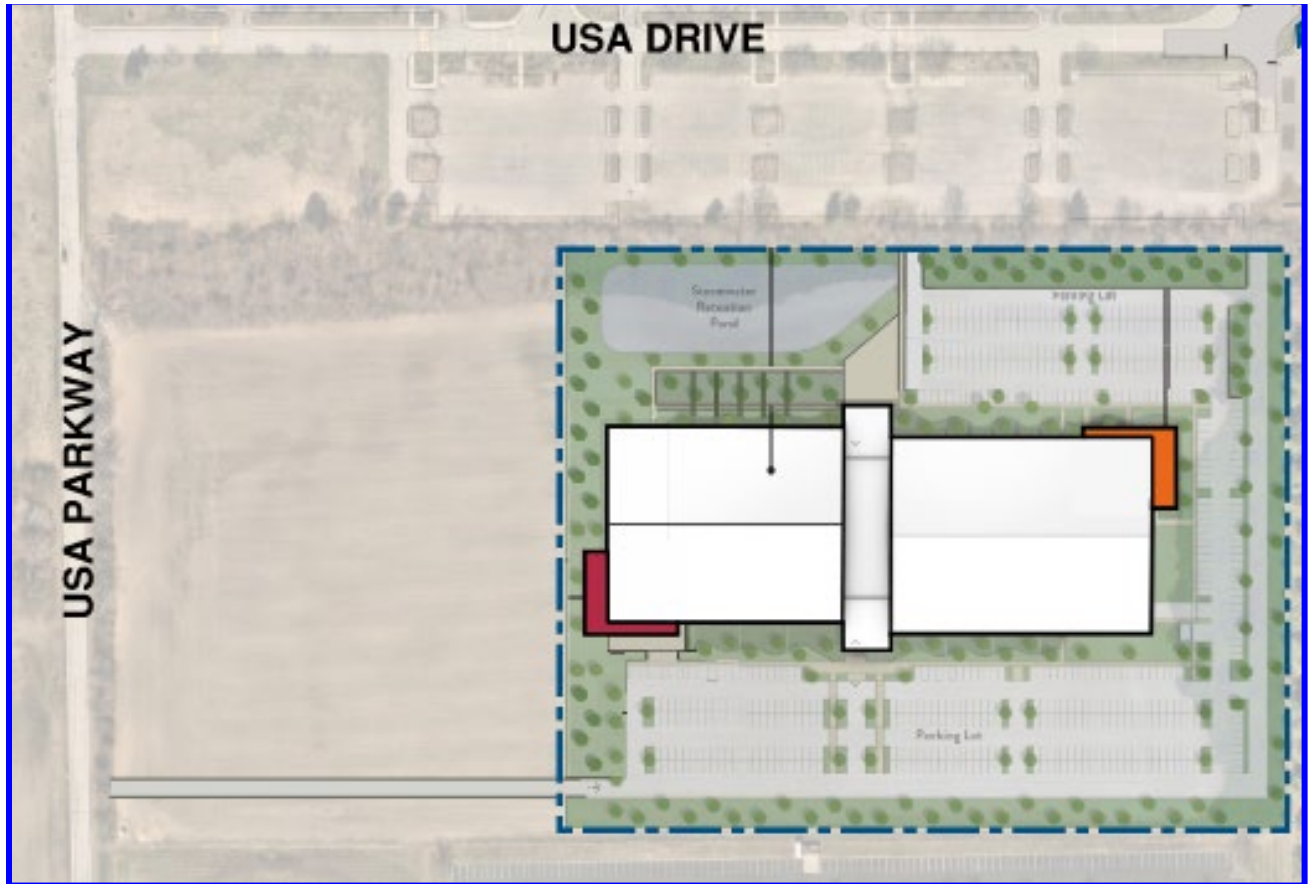
7. **Replacement Developer.** If a Replacement Developer acquires the Collateral and becomes the “Company” under the Agreement, then, for a period of sixty (60) days thereafter, either the City Bodies or the Replacement Developer may request the execution of a Replacement Agreement, which Replacement Agreement shall be executed within thirty (30) days after such request is made.

8. **Cure Obligations.** No term or condition of the Agreement or this Exhibit shall be deemed: (a) to require a Mortgagee to: (i) satisfy any obligation of Company under the Agreement; or (ii) cure any failure by Company to satisfy its obligations under the Agreement; or (b) make a Mortgagee liable for any such failure; provided that, if a Mortgagee completes a Mortgagee Remedy, then such Mortgagee or the Replacement Developer, as applicable, promptly shall: (a) pay (or cause to be paid) to the City Bodies all amounts owing from Company to the City Bodies under the Agreement, if any; and (b) commence, and diligently pursue to completion, a cure of any other existing Curable Defaults. Notwithstanding the foregoing, neither the Mortgagee nor the Replacement Developer shall be: (1) required to cure any Incurable Defaults; (2) liable for, or with respect to, any Incurable Defaults; or (3) liable for any damages, losses, or expenses (including, without limitation, attorneys' fees), incurred by the City Bodies in connection with any uncured Events of Default that existed before, or on, the date on which the Mortgagee or the Replacement Developer, as applicable, acquired the Collateral.

9. **Amendments.** During all such times as there is a Mortgage outstanding, no amendment, modification, supplement, surrender, cancellation, or termination of the Agreement shall be effective, unless the Mortgagee consents in writing to such amendment, modification, supplement, surrender, cancellation, or termination; provided that: (a) such consent shall not be required in connection with amendments, modifications, and/or supplements that do not have a material and adverse effect on a Mortgagee’s security in the Collateral; and (b) a Permitted Termination shall be effective. Any attempted amendment, modification, supplement, surrender, cancellation, or termination of the Agreement in violation of this Section shall be void and unenforceable, and shall have no force or effect. If, in connection with any attempts by Company

to obtain mortgage financing from a prospective mortgagee, such prospective mortgagee requires reasonable amendments, modifications, or supplements of or to the Agreement as a condition to closing such financing, then Company and the City Bodies shall execute an agreement amending, modifying, or supplementing the Agreement as required by the prospective mortgagee; provided that such amendments, modifications, or supplements shall not: (a) adversely affect Company or the City Bodies, or the rights of Company or the City Bodies under the Agreement, in any material respect; or (b) reduce the obligations of Company or the City Bodies under the Agreement in any material respect.

**Exhibit G**  
**Fieldhouse (Concept Plan)**

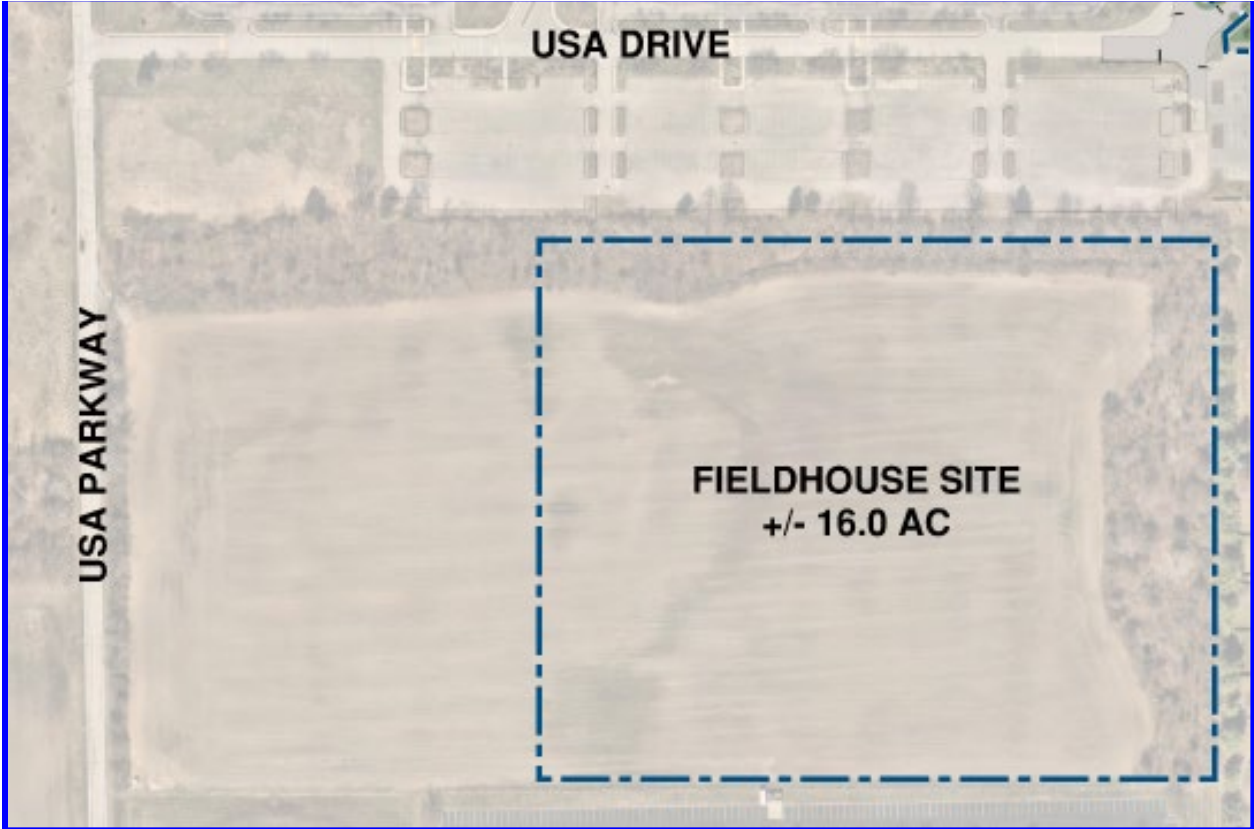


**Exhibit H**  
**Fieldhouse Lease<sup>5</sup>**

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<sup>5</sup> Note to Draft: Parties to insert Lease terms.

**Exhibit I  
Fieldhouse Site**



<b>Summary report:</b>	
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<b>Intelligent Table Comparison:</b> Active	
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Embedded Graphics (Visio, ChemDraw, Images etc.)	4
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>216</b>

**RESOLUTION NO. FRC 02R061626**

**RESOLUTION APPROVING PURCHASE AGREEMENT**

WHEREAS, in 2024, the City of Fishers, Hamilton County, Indiana (the “City”) opened its state-of-the-art, \$170 Million event center that serves as home to the Indy Fuel hockey team, Indy Ignite Women’s Professional Volleyball Team and Indy Freight Arena Football Team (the “Event Center”);

WHEREAS, in addition to athletic competitions, the Event Center has hosted world-class, sold-out, concerts across a myriad of genres as well as other public and private events like high school graduations;

WHEREAS, while the Event Center has been overwhelmingly well received by Fishers and Central Indiana residents, parking and traffic flow at and about the Event Center has proved challenging;

WHEREAS, the City has considered various alternatives to increase traffic flow and parking and has identified a solution that provides for additional development in the City while providing much needed parking and greater traffic flow;

WHEREAS, specifically, the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the “Commission”) desires to approve a real property purchase agreement substantially similar to the Real Estate Purchase Agreement attached hereto as Exhibit A (the “Agreement”);

WHEREAS, pursuant to the Agreement, the Commission will acquire the City Property depicted on Exhibit B (the “Property”) and will acquire an easement to surface parking spaces during times that events are held at the Event Center;

WHEREAS, the Property together with the easement will be acquired for \$6.1 Million; and

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 COMMISSIONERS OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION, meeting in duly noticed and regularly scheduled meeting, as follows:

**Section 1.** The Commission hereby approves a real estate purchase substantially similar to the Agreement.

**Section 2.** The President is hereby authorized to execute a real estate purchase agreement substantially similar to the Agreement and execute all additional documents necessary to acquire the Property.

**Section 3.** The Commission approves purchase of the Property notwithstanding the average appraisal price for the Property.

**Section 4.** This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the Redevelopment Commission of the City of Fishers, Hamilton County, Indiana this 16<sup>th</sup> day of June, 2026.

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

**YAY**

**NAY**

	Brad Johnson	
	Tony Bonacuse	
	Damon Grothe	
	Dan Canan	
	Anderson Schoenrock	

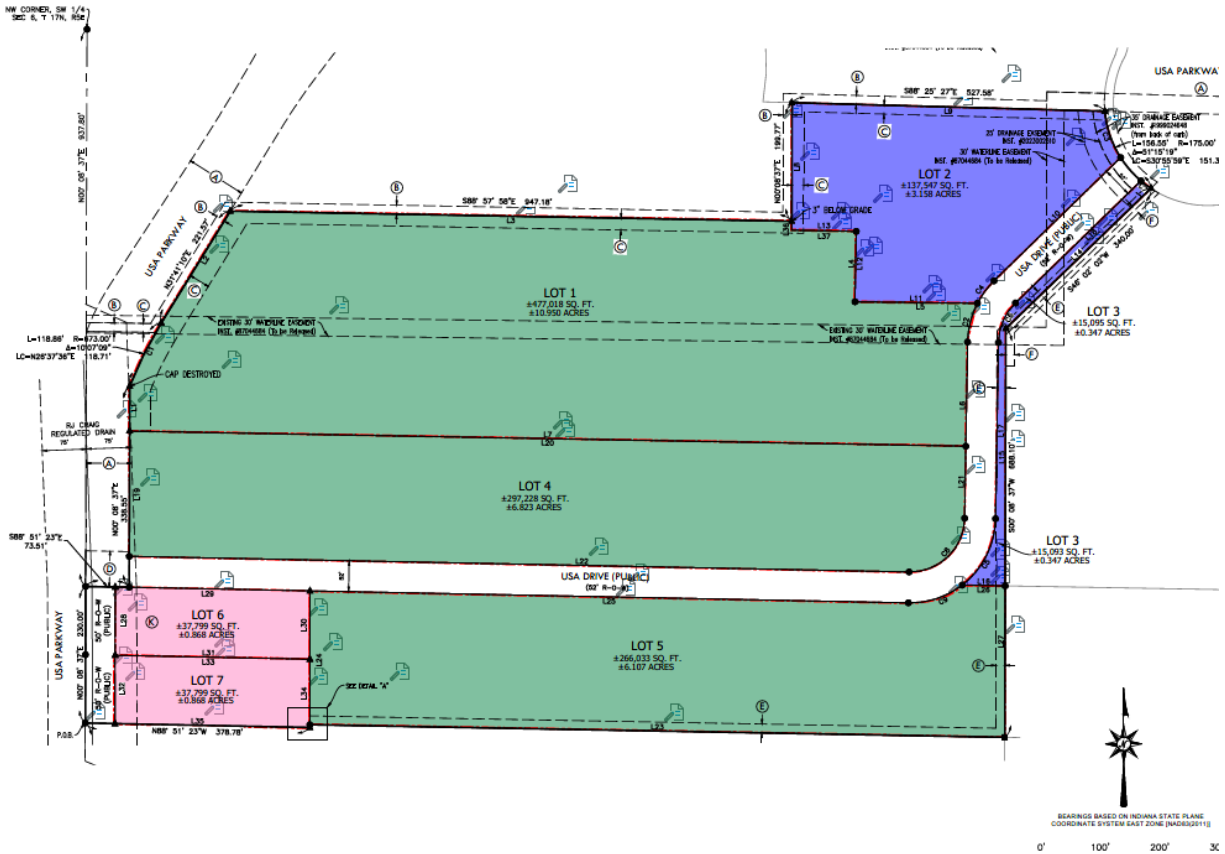
This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

“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.” Lindsey Bennett”

**Exhibit A**  
**Purchase Agreement**  
*[separately provided]*

# Exhibit B City Property

## Depiction



Green: The Finish Line Real Property  
 Pink & USA Drive: The City Property  
 Blue: The Seller Retained Property

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made as of the \_\_\_\_\_ day of June, 2026 (the "**Effective Date**"), by and among **BC LINK HOLDINGS, LLC**, an Indiana limited liability company ("**Seller**"), **THE FINISH LINE, INC.**, an Indiana corporation ("**Finish Line**"), 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 "**City**"; Finish Line and the City are sometimes herein collectively defined as "**Purchaser**").

### RECITALS

A. Seller, as assignee to **BUCKINGHAM PROPERTIES, LLC**, an Indiana limited liability company, is the contract purchaser pursuant to that certain Real Estate Purchase Agreement, dated effective as of October 14, 2025 (the "**Master Agreement**"), with **G&I X MJW 11100 USA PARKWAY LLC**, a Delaware limited liability company ("**Master Seller**"), for certain real property located in Fishers, Hamilton County, Indiana, with the common address of 11100 USA Parkway, Fishers, Indiana (the "**Real Property**"), as described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

B. For purposes of this Agreement, the defined term "**Property**" shall mean the Real Property, together with: (i) all buildings, fixtures, and improvements located on the Real Property (the "**Improvements**") and all of Seller's rights, easements, licenses, and privileges appertaining to the Real Property; (ii) Seller's right, title, and interest in and to any land lying in the bed of any street, alley, road, or avenue (whether open, closed, or proposed) within, in front of, behind, or otherwise adjoining the Real Property or any of it; (iii) the interest of landlord/lessor in and to the leases affecting the Real Property listed on Exhibit B attached hereto and incorporated herein by this reference (the "**Leases**"), together with all guaranties and other security related thereto, including without limitation all tenant deposits, and all files related thereto; (iv) all furniture, furnishings, trade fixtures, equipment, appliances, tools, and other tangible property owned by Seller and located on the Real Property (the "**Personal Property**"), including without limitation the items listed on Exhibit C attached hereto and incorporated herein by this reference; (v) all right, title, and interest of Seller under the contracts listed on Exhibit D attached hereto and incorporated herein by this reference (the "**Service Contracts**"), but only to the extent Finish Line elects to assume such Service Contracts as provided herein; (vi) to the extent transferrable at no cost to Seller and without any consent of any third party, all of Seller's right, title, and interest in and to unexpired warranties, guaranties, and similar rights related to the Real Property, the Improvements, the Personal Property, or the Intangible Personal Property, including without limitation all rights and indemnifications provided by contractors, manufacturers, suppliers, and design professionals, whether provided by contract, separate instrument, or otherwise (the "**Warranties**"); (vii) to the extent transferrable at no cost to Seller and without any consent of any third party, Seller's right, title, and interest in and to all governmental permits, licenses, and approvals relating to the Real Property (the "**Licenses and Permits**"); (viii) to the extent transferrable at no cost to Seller and without any consent of any third party, Seller's right, title, and interest in and to all intangible personal property relating to the Real Property and the Improvements (excluding the Leases, the Warranties, the Licenses and Permits, the Service Contracts, and any other maintenance, service, supply, leasing, and other contracts and agreements and including, without limitation, any logos, symbols, signage and images, together with the trademarks and service marks and associated goodwill, copyrights and other rights relating thereto, architectural drawings, plans and specifications, as-built drawings, marketing materials and any development rights (including, without limitation, to the extent transferrable, all governmental incentives, tax abatements, credits, rebates and reimbursements, if any), together with all intellectual property rights related to any of the foregoing) (but in any event excluding anything proprietary to Seller, the "**Intangible Personal Property**"); and (ix) any cause of action or claim of Seller first arising after

Closing relating to the Leases, the Service Contracts being assumed by Purchaser, the Intangible Personal Property, or the design, construction, or improvement of the Improvements or the Personal Property, known or unknown, for breach of warranty, breach of contract, negligence, or any other matter (the "**Claims**").

C. The Property consists of (i) the Finish Line Property (as hereinafter defined), (ii) the City Property (as hereinafter defined), and (iii) the Seller Retained Property (as hereinafter defined).

D. The defined term the "**Finish Line Property**" shall be that portion of the Real Property identified in Exhibit A as the "**Finish Line Real Property**" along with the Improvements, the Leases, the Personal Property, the Service Contracts, the Warranties, the Licenses and Permits, the Intangible Personal Property, and the Claims applicable to such portion of the Real Property.

E. The defined term the "**City Property**" shall be that portion of the Real Property identified in Exhibit A as the "**City Real Property**" along with the Improvements, the Leases, the Personal Property, the Service Contracts, the Warranties, the Licenses and Permits, the Intangible Personal Property, and the Claims applicable to such portion of the Real Property.

F. Seller desires to sell to Finish Line and Finish Line desires to purchase from Seller, the Finish Line Property in accordance with and subject to the terms and conditions set forth in this Agreement.

G. Seller desires to sell to the City and the City desires to purchase from Seller, the City Property in accordance with and subject to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. PURCHASE AND SALE. Subject to and in accordance with the terms and provisions of this Agreement, (i) Seller shall sell to Finish Line and Finish Line shall purchase from Seller, the Finish Line Property and (ii) Seller shall sell to the City and the City shall purchase from Seller, the City Property.

2. PURCHASE PRICE. The total consideration to be paid by Finish Line to Seller for the Finish Line Property is THIRTEEN MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$13,200,000.00) (the "**Finish Line Purchase Price**"). The total consideration to be paid by the City to Seller for the City Property is SIX MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,100,000.00) (the "**City Purchase Price**"; the Finish Line Purchase Price and the City Purchase Price are sometimes herein collectively defined as the "**Purchase Price**"). The Purchase Price shall be paid as follows:

2.1 Earnest Money. Finish Line shall deliver to Chicago Title Insurance Company, 201 N. Illinois Street, Suite 925, Indianapolis, Indiana, Attn. Amy Johnson (the "**Title Company**") earnest money in the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (together with any interest earned thereon shall be referred to herein as the "**Earnest Money**") within three (3) business days after the Effective Date. The parties agree that the Earnest Money shall be held by the Title Company in accordance with Schedule 2.1 attached hereto and incorporated herein. The City shall not be required to submit an earnest money deposit. At the Closing, the Earnest Money shall be paid to Seller and credited against the Finish Line Purchase Price. Except as otherwise expressly provided

herein, in the event of any termination of this Agreement, the Earnest Money shall be refunded to Finish Line.

2.2 Payment at Closing. At the Closing, (i) Finish Line shall pay the Finish Line Purchase Price, minus a credit in the amount of the Earnest Money, and plus or minus, as the case may be, the closing prorations and adjustments to be made pursuant to the provisions of this Agreement, and (ii) the City shall pay the City Purchase Price, plus or minus, as the case may be, the closing prorations and adjustments to be made pursuant to the provisions of this Agreement.

### 3. EVIDENCE OF TITLE.

3.1 Title Insurance. Seller shall, within two (2) business days after the Effective Date, order two separate commitments for an ALTA Owner's Title Insurance Policy, one for the Finish Line Real Property in favor of Finish Line and one for the City Real Property in favor of the City, each in the amount of the respective Purchase Price issued by the Title Company (collectively, the "**Title Commitment**") and, upon receipt, deliver the same to each Purchaser together with copies of all exception documents referenced therein in the form delivered by the Title Company.

3.2 Survey. Seller has ordered a current ALTA/NSPS Land Title Survey (2021 Standard) of the Property (the "**Survey**"). Seller, Finish Line, and the City shall (i) each be added as certified parties to the Survey and (ii) use the Survey for Seller's acquisition of the Property under the Master Agreement and for each of Finish Line's acquisition of the Finish Line Property and the City's acquisition of the City Property under this Agreement.

3.3 Title Review. Each of Finish Line and the City acknowledge that the deadline for making title and survey comments under the Master Agreement expired May 29, 2026. Seller submitted a title and survey objection letter (the "**Master Agreement Objection Letter**") for the entire Property as if Seller were acquiring the entire Property to hold and operate. Seller has provided a copy of the Master Agreement Objection Letter to each of Finish Line and the City prior to the Effective Date. Each of Finish Line and the City may give Seller a notice objecting to any matter contained in the Title Commitment or the Survey applicable to its Real Property and Seller shall use good faith commercially reasonable efforts to address any issues raised by Finish Line or the City which are not contained in the Master Agreement Objection Letter, but shall not be obligated to do so. If either Purchaser does not give notice of any objections to Seller as provided above by 5:00 P.M. Indianapolis time on June 8, 2026, all Schedule B-II special exceptions listed in its applicable Title Commitment (excluding the so-called 'general' or 'standard' exceptions) shall be "**Permitted Exceptions**" for the Finish Line Property and/or the City Property, respectively. Notwithstanding anything to the contrary herein, Seller shall be obligated, at or prior to the Closing, to cause the Title Company to remove from the applicable ALTA Owner's Policy of Title Insurance (each an "**Owner's Policy**", and jointly the "**Owner Policies**") any mortgage, deed of trust, other security agreement, UCC financing statement or monetary encumbrance affecting the applicable Property to the extent voluntarily created by Seller (collectively, the "**Required Cure Items**") and no Required Cure Items shall be deemed to be a Permitted Exception. By 5:00 P.M. Indianapolis time on June 10, 2026, each Purchaser shall either (x) terminate this Agreement by giving a written termination notice to Seller, at which time the Title Company shall return the Earnest Money to Finish Line (if Finish Line was the Purchaser which provided the objections) and the parties shall have no further rights, liabilities, or obligations under this Agreement (other than those that expressly survive termination); or (y) waive any uncured objections (if any) that Seller has not agreed to cure by proceeding to the Closing, and any such uncured objections that Seller has not agreed to cure shall become Permitted Exceptions. If Seller has agreed to cure any non-Permitted Exception and cannot or does not cure any such exception or any Required Cure Item as of Closing, such Purchaser shall have the right to: (x) give notice of default in accordance with Section 7.1, or (y) waive the uncured objections

that Seller has not agreed to cure by proceeding to the Closing, and any such uncured objections that Seller has not agreed to cure shall become Permitted Exceptions.

4. CLOSING.

4.1 Closing Date. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall occur through an escrow with the Title Company on a date mutually acceptable by the parties in writing, but in no event later than June 30, 2026 (the "**Closing Date**"). Notwithstanding anything contained herein to the contrary, the Closing applicable to the Finish Line Property is not contingent upon the Closing applicable to the City Property occurring and the Closing applicable to the City Property is not contingent upon the Closing applicable to the Finish Line Property occurring.

4.2 Seller's Closing Deliveries. At Closing, Seller shall deliver the following, all of which shall be delivered into escrow at least one (1) business day prior to the Closing Date (unless stated otherwise below):

4.2.1 separate Special Warranty Deeds in the form attached hereto as Exhibit E (each a "**Deed**" and collectively the "**Deeds**") conveying the Finish Line Real Property to Finish Line and conveying the City Property to the City, respectively, executed and acknowledged by Seller, and separate Sales Disclosure Forms required to be filed with the Deeds (the "**Sales Disclosure Forms**"), executed by Seller;

4.2.2 a bill of sale conveying the Personal Property to Finish Line, in form attached hereto as Exhibit G, executed by Seller (the "**Bill of Sale**");

4.2.3 a letter advising tenants under the Leases of the change in ownership of the Property in form attached hereto as Exhibit H (the "**Tenant Notice Letter**"), executed by Seller;

4.2.4 an Assignment and Assumption of Leases, Security Deposits, and Service Contracts to Finish Line in the form attached hereto as Exhibit F (the "**Assignment**"), executed by Seller;

4.2.5 an Assignment and Assumption of the Intangible Personal Property, the Warranties, the Licenses and Permits, and the Claims to Finish Line in the form attached hereto as Exhibit I (the "**Intangibles Assignment**"), executed by Seller;

4.2.6 an affidavit from Seller stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), in form reasonably acceptable to Purchaser;

4.2.7 such evidence of Seller's power and authority as the Title Company may reasonably require (which notwithstanding the foregoing to the contrary, shall be delivered to the Title Company only);

4.2.8 a vendor's affidavit in the form reasonably acceptable to the Title Company to remove the so-called non-survey general exceptions from the Owner Policies;

4.2.9 for each Purchaser, a closing statement setting forth the prorations and adjustments to the applicable Purchase Price and the payment of costs consistent with this Agreement (each, a "**Closing Statement**"), executed by Seller;

4.2.10 a certification of Seller containing an update of Seller's representations and warranties set forth in Section 10.1 as of the Closing Date;

4.2.11 such other documents and instruments reasonably required by Purchaser or the Title Company in order to consummate the transaction contemplated by this Agreement.

4.3 Purchaser's Closing Deliveries. At Closing, each Purchaser shall deliver the following as applicable, all of which shall be delivered into escrow at least one (1) business day prior to the Closing Date:

4.3.1 the funds required pursuant to Section 2.2 above;

4.3.2 a counterpart of the applicable Closing Statement and the payment of costs by such Purchaser consistent with this Agreement shall be delivered only to the Title Company;

4.3.3 for Finish Line, a counterpart of the Bill of Sale;

4.3.4 for Finish Line, a counterpart of the Assignment;

4.3.5 a counterpart of the applicable Sales Disclosure Form;

4.3.6 for Finish Line, a counterpart of the Tenant Notice Letter;

4.3.7 for Finish Line, a counterpart of the Intangibles Assignment;

4.3.8 such evidence of such Purchaser's power and authority as the Title Company may reasonably require (which notwithstanding the foregoing to the contrary, shall be delivered to the Title Company only);

4.3.9 for the City, the City shall pay to Seller the Contractor Fee, the Transfer Fee, and Previously Incurred Costs (to the extent not previously reimbursed to Seller) pursuant to the certain Professional Services Agreement, dated February 16, 2026, by and between Seller and the Fishers Redevelopment Commission; and

4.3.10 such other documents and instruments reasonably required by Seller or the Title Company in order to consummate the transactions contemplated by this Agreement.

4.4 Seller's Additional Deliveries. Immediately upon the Closing, Seller shall deliver the following to each Purchaser (which may be delivered at the applicable Real Property):

4.4.1 originals of the Leases and related tenant files (but to the extent not accessible, copies thereof);

4.4.2 originals or, to the extent not accessible, copies of the Service Contracts being assumed by the applicable Purchaser and related files;

4.4.3 originals or, to the extent not accessible, copies of all Licenses and Permits required in connection with the operation of the applicable Property, and to the extent the foregoing are in Seller's possession or control;

4.4.4 copies of all maintenance and operations manuals, to the extent in Seller's possession or control;

4.4.5 all keys and access codes related to the applicable Property; and

4.4.6 all marketing materials related to the applicable Property, to the extent in Seller's possession or control.

4.5 Closing Prorations and Adjustments. Seller shall prepare a draft of the prorations and adjustments required by this Agreement and submit it to the applicable Purchaser at least three (3) business days prior to the Closing Date. Unless otherwise expressly provided herein, all income and expenses in connection with the operation of the applicable Property are to be prorated, adjusted, or credited (as appropriate) as of the 11:59 P.M. on the day prior to the Closing Date, such that, except as otherwise expressly provided to the contrary in this Agreement, Seller shall have the benefit of income and the burden of expenses relating to the applicable Property for the period prior to the Closing Date and the applicable Purchaser shall have the benefit of income and the burden of expenses relating to the applicable Property on the Closing Date and thereafter. Seller, Finish Line, and the City agree that all prorations and adjustments shall solely be between Seller and Finish Line and there shall be no accounting for the City Property or the Seller Retained Property when determining such prorations and/or adjustments. Seller and Finish Line agree that the intent of this Section 4.5 is for the prorations between Seller and Finish Line to be the same prorations as the prorations between Seller, as purchaser under the Master Agreement, and Master Seller under the Master Agreement.

4.5.1 On or before the date of the Closing, Seller shall pay any and all past due taxes, assessments, or levies with respect to the Real Property and any and all interest or penalties thereon. Non-delinquent real estate taxes and assessments, personal property taxes, district improvement impositions and the like (except to the extent any of the foregoing is reimbursable or payable directly by the tenants under the Leases) shall be prorated on a cash basis based on the fiscal period during which it was due, regardless of the period for which such taxes were assessed. For the avoidance of doubt (and by way of example): (i) with respect to real estate taxes for calendar year 2025 (due and payable in calendar year 2026, if both installments (due in May and November) of real estate taxes are then paid by Seller as of Closing, Purchaser shall provide a credit to Seller at Closing, in an amount equal to Purchaser's pro rata share of all real estate taxes for calendar year 2025 (due and payable in 2026) based on Purchaser's period of ownership of the Property in 2026, and (ii) all real estate taxes in respect of calendar year 2026 (due and payable in calendar year 2027) shall be borne solely by Purchaser. If bills have not been issued as of the Closing for any taxes, assessments, or levies being credited or prorated hereunder, then the same will be credited or prorated based upon 105% of the most recently available bill, and either party shall be entitled to an adjustment once the actual amount of taxes, assessments, and levies is known.

4.5.2 Collected rent and other sums paid by tenants under the Leases for the month in which the Closing occurs (other than deposits) shall be prorated as of the Closing Date; provided, however, that rent and all other sums which are due and payable to Seller by any tenant for any month prior to the month in which the Closing occurs but uncollected as of the Closing (collectively, the "**Delinquent Amounts**") shall not be adjusted, but Purchaser shall cause such Delinquent Amounts to be remitted to Seller if, as and when collected. At the Closing, Seller

shall deliver to Purchaser a schedule of all such Delinquent Amounts. Rent collected by Purchaser shall be applied first against amounts owed for periods on and after the Closing Date, and then to Delinquent Amounts. Rents received by Seller prior to the Closing attributable to any period on or after the Closing Date shall be credited to Purchaser and debited to Seller at the Closing.

4.5.3 Purchaser shall get a credit for any free rent periods remaining under the current term of Existing Leases (as hereinafter defined).

4.5.4 The amount of security and other deposits under the Leases shall be credited against the Purchase Price. A list of the unapplied security and other deposits, under the Leases is included in Exhibit B.

4.5.5 Utilities (e.g. water, electric, gas, telephone, sewer, and all other utility charges) will be prorated as of the Closing Date based upon the latest available utility invoices; provided, however, that any deposits with utility companies shall remain the property of Seller and shall not be prorated or credited, provided however, if such deposits are not returned to Seller and are instead assigned to Purchaser, Seller shall receive a credit in the amount thereof.

4.5.6 Assessments and other amounts payable under any declarations or other matters of record shall be prorated as of the Closing Date.

4.5.7 Payments under the Service Contracts assumed by Purchaser shall be prorated as of the Closing Date.

4.5.8 Seller shall be responsible for the reconciliation with tenants of any additional rent, operating expenses, common area maintenance, or other such charges (collectively, the "CAM") for any calendar year prior to the year in which the Closing takes place. If the amount of CAM collected by Seller for such prior years is less than the amount of costs paid by Seller for such period in connection with the expenses used to calculate CAM (or less than the amount that Seller is entitled to recover under the terms of the leases), then Seller shall be entitled to bill such Tenants directly and collect and retain any such amounts due from Tenants. If the amount of CAM collected by Seller for such prior calendar year exceeds the amount of costs paid by Seller with respect to such period (or the amount that Seller is entitled to recover under the terms of the leases), then, to the extent required under the terms of the leases, Seller shall remit such excess amounts to the applicable tenants. In connection with the foregoing, Seller shall be permitted to make and retain copies of all Leases and all billings concerning Tenant reimbursements for such prior years, and Purchaser covenants and agrees to provide Seller with reasonable access to the books and records pertaining to such CAM, and to otherwise cooperate with Seller (at no material out-of-pocket cost to Purchaser) for the purpose of enabling Seller to adequately respond to any claim by tenants with respect to tenant reimbursements previously paid by such tenants. With respect to CAM for the 2026 calendar year (assuming a 2026 Closing), Purchaser shall submit to Seller, no later than April 30, 2027 an unaudited statement for the Property (a "**Supplemental Proration Statement**") covering any such CAM which have been finally adjusted between Purchaser and Tenants for the 2026 calendar year containing a calculation of the prorations of such CAM on the basis of a 365-day year, provided that (x) the adjustment to be made pursuant to the Supplemental Proration Statement shall be made in proportion to the relative amounts of CAM due Purchaser and Seller based on the amounts of the charges incurred by each of them during their respective periods of ownership for items that are payable by the Tenants as CAM under the Leases, and (y) the parties shall exclude any CAM arising from increased real property taxes for the Property to the extent

such increase results from Purchaser's purchase of the Property. In order to enable Purchaser to make any year-end reconciliations of CAM, following the Closing, Seller shall deliver to Purchaser a final statement of (i) all operating expenses for the Property which are actually paid by Seller and permitted to be passed through to Tenants as CAM pursuant to the terms of the Leases, with respect to the portion of the 2026 calendar year occurring prior to the Closing ("**Seller's 2026 Actual Operating Expenses**"), together with copies of all documentation evidencing Seller's 2026 Actual Operating Expenses, including copies of third-party invoices and copies of Seller's books and records applicable thereto, and (ii) all estimated payments of CAM received by Seller from Tenants with respect to the portion of the 2026 calendar year occurring prior to the Closing. Seller and its representatives shall be afforded the opportunity to review all underlying financial records and work papers pertaining to the preparation of all Supplemental Proration Statements, and Purchaser shall permit Seller and its representatives to have full access to the books and records in the possession of Purchaser or any party to whom Purchaser has given custody of the same relating to the Property to permit Seller to review the Supplemental Proration Statements. Any net credit due Seller or Purchaser, as the case may be, shall be paid to Seller or Purchaser, as the case may be, within thirty (30) days after the delivery of a Supplemental Proration Statement to Seller.

4.5.9 Any proration that must be estimated at the Closing shall be re-prorated and finally adjusted as soon as practicable after the Closing Date. Purchaser shall have the right to control and receive any refunds or awards in connection with any appeals of any taxes related to the Real Property to the extent such appeal(s) are for years following the year in which Closing occurs. Seller shall have the right to control and receive any refunds or awards in connection with any appeals of any taxes related to the Real Property to the extent such appeal(s) are for years prior to the year in which Closing occurs. Seller shall have the right to control any appeals for the year of Closing but any refunds or awards in connection with any appeals of any taxes related to the Real Property for the year of Closing shall be prorated among the parties based on their respective periods of ownership in such year, net of any of Seller's actual out-of-pocket costs and expenses in connection with pursuing such appeal which shall be refunded to Seller. The obligations of Purchaser and Seller under this Section 4.5 shall survive the Closing.

4.5.10 Seller shall be responsible for all Leasing Costs (as hereinafter defined) that are payable by reason of (i) the execution of a lease in existence prior to the Effective Date of the Master Agreement (an "**Existing Lease**"), (ii) the renewal, extension, expansion of, or the exercise of any other option under, an Existing Lease, but with respect to any of the foregoing, only to the extent entered into (or exercised with respect to an option) prior to the Effective Date of the Master Agreement, and (iii) amendments of an Existing Lease entered into prior to the Effective Date of the Master Agreement. The term "**Leasing Costs**" shall mean, with respect to a particular lease, all capital costs and expenses incurred for capital improvements and other items to satisfy the initial obligations of the landlord to prepare the premises for occupancy under such lease; "tenant allowances" in lieu of or as reimbursements for the foregoing items; legal fees and expenses in connection with initial execution of the lease; leasing commissions and brokerage commissions, in each case to the extent the landlord is responsible for the payment of such cost or expense under the relevant lease or any other agreement relating to such lease. The Leasing Costs for any new lease (and any lease amendment or the renewal, extension, expansion of, or the exercise of any other option under, an Existing Lease) if entered into after the Effective Date of the Master Agreement shall be allocated in accordance with Section 12.5. Seller and Finish Line agree that the intent of this Section 4.5.10 is for the Leasing Costs to be paid by Finish Line to Seller under this Agreement be the same Leasing Costs Seller pays to Master Seller under the Master Agreement.

4.6 Transaction Costs. Seller shall pay for: (i) the charges for the Title Commitment; (ii) one half of the Title Company's standard escrow and closing fees; (iii) the premiums and fees due in connection with the issuance of the Owner's Policies in the amount of each respective Purchase Price excluding premiums and fees for any endorsements (except endorsements expressly agreed to be paid for by Seller in connection with a cure of a title or survey objection); (iv) the Survey, and (v) except as otherwise expressly provided herein, all other closing costs and conveyance related fees, taxes and expenses customarily paid for by sellers of commercial real property in Hamilton County, Indiana. Each Purchaser shall pay for its respective: (i) endorsements to the Owner's Policy (except endorsements expressly agreed to be paid for by Seller in connection with a cure of a title or survey objection); (ii) any lender's policy and endorsements; (iii) recording charges for any documents in connection with Purchaser's financing, and all other costs of Purchaser's financing; (iv) one half of the Title Company's standard escrow and closing fees; (v) all costs in connection with Purchaser's inspections, and (vi) except as otherwise expressly provided herein, all other closing costs and conveyance related fees, taxes and expenses customarily paid for by purchasers of commercial real property in Hamilton County, Indiana. This Section 4.6 shall survive the Closing and any termination of this Agreement.

4.7 Possession. Upon the Closing, Seller shall deliver to each Purchaser possession of the applicable Property, subject only to the Permitted Exceptions, the Leases, and the Service Contracts assumed by such Purchaser. This Section 4.7 shall survive the Closing.

4.8 Tenant Notice Requirements. Promptly after the Closing, Finish Line, at its sole cost and expense, shall deliver a copy of the Tenant Notice Letter to each tenant under the Leases. This Section 4.8 shall survive the Closing.

4.9 Conditions to Closing. Notwithstanding anything to the contrary contained herein, the obligation of each Purchaser to close is expressly conditioned upon the fulfillment by and as of the time of each Closing, of each of the conditions listed below applicable to such Purchaser (each a "**Condition to Closing**" and collectively the "**Conditions to Closing**"), provided that such Purchaser, at its election, evidenced by written notice delivered to Seller at or prior to the Closing, may waive any of such Condition to Closing:

4.9.1 The Title Company be irrevocably committed to issue the applicable Owner's Policy pursuant to and subject to the terms of Section 3.1 of this Agreement.

4.9.2 The representations and warranties of Seller shall be true and correct in all material respects as of the Closing Date.

4.9.3 Seller shall have complied with, fulfilled, and performed in all material respects each of the covenants, terms, and conditions to be complied with, fulfilled, or performed by Seller hereunder.

4.9.4 The City shall have approved an economic development agreement for Finish Line's 10-year property and personal tax abatements.

4.9.5 Seller and **TTRG IN FISHERS SWORDFISH, LLC**, a Delaware limited liability company, have executed that certain Termination and Release of Parking Easement and Restriction Agreement terminating that certain Parking Easement and Restriction Agreement, recorded January 25, 2023, as Instrument No. 2023002511 in the Office of the Recorder of Hamilton County, Indiana, and such termination will be recorded at Closing.

4.9.6 Seller shall have satisfied the Estoppel Condition.

4.9.7 Seller shall have delivered to Finish Line a lease amendment executed by IU Health (as hereinafter defined) in such form as is an exhibit to the Escrow Agreement.

If any condition precedent to the applicable Purchaser's obligation to effect the Closing set forth in this Section 4.9 has not been timely satisfied for any reason (other than as a result of such Purchaser's default or Section 4.9.4 above), then shall be deemed to be a Seller default pursuant to Section 7.1 herein.

5. CASUALTY LOSS AND CONDEMNATION. Prior to the Closing, the risk of loss shall remain with Seller. If, prior to the Closing, Seller shall receive written notice of any material planned condemnation or material taking of the Property or the Property shall be destroyed or damaged by fire or other casualty in a material respect (as determined by the applicable Purchaser in its reasonable discretion), Seller shall promptly so notify the applicable Purchaser and such Purchaser shall have the option, which option shall be exercisable by written notice thereof to Seller within ten (10) business days after Purchaser receives written notice of casualty or condemnation, to terminate this Agreement. If such Purchaser elects to terminate this Agreement, the Earnest Money shall be returned to Purchaser by the Title Company (as applicable) and neither party shall have any rights or obligations under this Agreement, except those which expressly survive termination. If such Purchaser does not exercise the option to terminate the Agreement set forth above, then at the Closing such Purchaser shall be entitled to receive: (a) with respect to a condemnation, an assignment of all of Seller's right, title, and interest in and to the condemnation proceeds to be awarded to Seller relating to such condemnation and a credit against the Purchase Price in the amount of any proceeds collected by Seller prior to the Closing, and (b) with respect to a casualty, an assignment of all of Seller's right, title, and interest in and to any insurance proceeds relating to such casualty and a credit against the Purchase Price in the amount of Seller's insurance deductible plus any insurance proceeds collected by Seller prior to the Closing (less any proceeds applied by Seller toward restoration of the Property). For purposes of this Section 5, the term "material" with respect to a taking or condemnation shall mean a taking or condemnation which: (i) materially and adversely affects access to or from the Property on a permanent basis or (ii) will result in the termination of any Lease in excess of 20,000 leaseable square feet. For purposes of this Section 5, the term "material" with respect to a casualty shall mean: a casualty requiring (a) more than 10% of the Purchase Price to repair, or (b) which will result in the termination of any Lease in excess of 20,000 leaseable square feet.

6. BROKERAGE. Seller and Purchaser represent and warrant to the other that it has not dealt with or utilized the services of any real estate broker, sales person, or finder in connection with this Agreement. Each party agrees to indemnify, defend, and hold the other harmless from and against any and all claims of all brokers and finders claiming by, through, or under the indemnifying party and in any way related to the sale and purchase of the Property, this Agreement, or otherwise, including without limitation reasonable attorneys' fees and expenses incurred by the indemnified party in connection with such claim. This Section 6 shall survive the Closing and any termination of this Agreement.

7. DEFAULT AND REMEDIES.

7.1 Purchaser's Pre-Closing Remedies. If Seller defaults in the performance of any obligation under this Agreement, including but not limited to a material breach of Seller's representations and warranties contained in Section 10.1, at or prior to Closing and fails to cure the same within five (5) business days after written notice of such failure from either Purchaser (except in the event Seller fails to deliver the Seller closing deliveries set forth in Section 4.2 in which event no notice is required and Seller shall have no cure period), then, as Purchaser's sole and exclusive remedy hereunder and at such Purchaser's option who provided written notice of default, Purchaser may either

(i) terminate this Agreement by notice to Seller in which event all of the Earnest Money shall be returned to Finish Line along with an amount to reimburse such Purchaser for its out of pocket expenses associated with this Agreement, and the parties shall have no further rights or obligations under this Agreement except those which expressly survive termination, or (ii) such Purchaser may seek specific performance of this Agreement, provided that Purchaser files suit within sixty (60) days of acquiring knowledge of such Seller default, provided further that if specific performance is not available to such Purchaser due to any act of Seller or if Seller's default or breach was intentional and has a material adverse effect on the value of the Property, then such Purchaser shall have any and all remedies available at law or in equity. This Section 7.1 shall not apply to nor in any way limit Seller's liability under the indemnity contained in Section 6 hereof or contained in Section 10.2 hereof.

7.2 Seller's Pre-Closing Remedies. If either Purchaser defaults in the performance of any obligation under this Agreement at or prior to the Closing and fails to cure the same within five (5) business days after written notice of such failure from Seller (provided however, such Purchaser shall not be entitled to any notice and cure period in the event such Purchaser fails to close in accordance with this Agreement, fails to timely deliver any portion of the Earnest Money under this Agreement, or fails to timely exercise any termination right), then Seller shall have the right to terminate that portion of this Agreement applicable to such Purchaser by notice to such Purchaser in which event the Earnest Money shall be forfeited to Seller as liquidated damages (in the event of a Finish Line default, which shall be Seller's sole and exclusive remedy against Finish Line), it being agreed between the parties hereto that the actual damages to Seller in such event are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof and shall be and constitute valid liquidated damages, and neither party shall have any further rights or obligations under this Agreement except those which expressly survive termination. This Section 7.2 shall not apply to nor in any way limit Purchaser's liability under the indemnities contained in Section 6 and Section 8.1.2 hereof.

7.3 Post-Closing Defaults Involving the City. Notwithstanding anything to the contrary in this Agreement, from and after the Closing, any claim, dispute, default, or cause of action between Seller and the City, on the one hand, or between Finish Line and the City, on the other hand, arising out of or relating to the Property, this Agreement, or the transactions contemplated hereby (including, without limitation, any claim based on representations, warranties, covenants, indemnities, or other obligations of the applicable parties that expressly survive the Closing) shall be governed exclusively by, and subject to the default, notice, cure, and remedy provisions of, the applicable Project Agreement (as defined below), and not by this Agreement. As used herein, "**Project Agreement**" means (i) with respect to any matter between Seller and the City, that certain Project Agreement between Seller and the City to be entered into by Seller and the City prior to the Closing, and (ii) with respect to any matter between Finish Line and the City, that certain Project Agreement between Finish Line and the City to be entered into prior to the Closing, in each case as the same may be amended, restated, or supplemented from time to time. The parties acknowledge and agree that (a) this Section 7.3 is a material inducement to the City entering into this Agreement, (b) from and after the Closing, no party shall have any right to pursue against the City, and the City shall have no right to pursue against Seller or Finish Line, any claim or remedy under this Agreement, and each such party hereby irrevocably waives any such right, and (c) for the avoidance of doubt, this Section 7.3 does not apply to any claim, dispute, default, or cause of action solely between Seller and Finish Line, which shall continue to be governed by this Agreement and its surviving provisions.

## 8. CONTINGENCIES.

### 8.1 Inspections.

8.1.1 Purchaser acknowledges that Seller has delivered (or has made available in an on-line data room) to Purchaser the items and documents listed in Schedule 8.1 attached hereto and incorporated herein by this reference (the "**Due Diligence Items**"). Purchaser shall have until 5:00 P.M. Indianapolis time on June 10, 2026 (the "**Due Diligence Period**"), to conduct its due diligence in accordance with that certain Due Diligence, Confidentiality and Non-Disclosure Agreement, dated January 13, 2026, by and between Seller and Finish Line (the "**Due Diligence Agreement**"). The terms and provisions of the Due Diligence Agreement are incorporated herein by this reference.

Prior to the expiration of the Due Diligence Period, Seller, Finish Line, and the City shall cause the Property to be platted into the Finish Line Real Property, the City Real Property, and the Seller Retained Real Property. The parties shall all use commercially reasonable discretion in determining the final configuration of the Finish Line Real Property, the City Real Property, and the Seller Retained Real Property and such configuration shall be substantially the same as the configuration in Exhibit A.

It is an express condition of each Purchaser's obligations hereunder that, within the Due Diligence Period, such Purchaser determines, in its sole discretion, that the applicable Property is acceptable to such Purchaser in all respects and for its intended use, in Purchaser's sole discretion. Each Purchaser may, in such Purchaser's sole discretion, terminate this Agreement for any reason or no reason at all by giving notice to Seller on or before expiration of the Due Diligence Period, in which event the Title Company shall promptly return the Earnest Money to Purchaser (if Finish Line provides such notice) and neither party shall have any further right or liability arising out of this Agreement (except as otherwise expressly provided herein). Finish Line shall, on or before 5:00 P.M. Indianapolis time on June 8, 2026, notify Seller in writing of any contract listed on Exhibit D attached hereto that Finish Line elects to assume. If Finish Line does not expressly elect to assume any such contract, Seller shall cause the same to be terminated as of or prior to the Closing. Seller shall also cause any existing property management agreement, leases (other than the Leases and any lease entered into after the Effective Date in accordance with the terms hereof), rental agreements, or occupancy agreements, if any, affecting the Real Property or Improvements or any portion thereof to be terminated on or prior to the Closing.

If such Purchaser does not duly cancel this Agreement in accordance with this subsection or if such Purchaser waives its right to cancel this Agreement, (i) this Agreement shall remain in full force and effect and such Purchaser shall have no further right to cancel this Agreement under this Section 8.1.1 and (ii) such Purchaser shall be deemed to have waived any liability of Seller and any right to refuse to consummate the Closing by reason of any matter actually known to such Purchaser as of the expiration of the Due Diligence Period (as the same may be extended hereunder).

8.1.2 Prior to conducting the Inspections (as such term is defined in the Due Diligence Agreement), Finish Line shall submit for Seller's approval the certificates of insurance as required pursuant to Exhibit K attached hereto. Finish Line shall indemnify and hold Seller, Master Seller, and Master Seller's property manager harmless from and against any and all losses, damages, claims, costs, and

expenses (including reasonable attorneys' fees) to the extent arising out of (i) any damage to the Property or personal injury caused by the negligence or willful misconduct of Finish Line or its employees, agents, consultants, or contractors in connection with the Inspections, or (b) Finish Line's breach of Section 8.1 of this Agreement; provided, however, that Finish Line shall have no obligation to indemnify Seller for (a) pre-existing conditions at the Property, including without limitation the presence of hazardous materials (unless exacerbated by Finish Line's negligence or willful misconduct), or (b) the negligence or willful misconduct of Seller or its agents, employees, tenants, or contractors. Finish Line shall (x) keep the Property free and clear of any mechanics' or other lien which may be recorded or threatened against the Property by any party providing labor, materials or services in connection with the Inspections, and (y) not file or cause to be filed any application or make any request with any governmental or quasi-governmental agency that could reasonably be expected to result in any lien, notice, violation, or restriction on the use of the Property; provided that Finish Line may make customary inquiries into public records and submit non-binding requests for information in connection with its due diligence. This Section 8.1.2 shall survive the termination of this Agreement.

8.1.3 If either Purchaser terminates this Agreement prior to the expiration of the Due Diligence Period, such Purchaser shall provide to Seller any and all such non-proprietary third-party reports (collectively, the "Purchaser Inspection Reports"). Seller agrees and acknowledges that (i) all Purchaser Inspection Reports are for informational and convenience purposes only; (ii) the Purchaser Inspection Reports were, or will be, obtained from a variety of third-party sources; (iii) Purchaser has not made any independent investigation or verification of the Purchaser Inspection Reports and makes no representations or warranties as to the accuracy or completeness thereof; (iv) Seller's reliance on the Purchaser Inspection Reports shall be at Seller's sole risk; and (v) Purchaser shall not be liable for any negligent misrepresentations in the Purchaser Inspection Reports or any failure to investigate the Property, nor shall Purchaser be bound in any manner by any statements, representations, conclusions, and/or other information contained in the Purchaser Inspection Reports. This Section 8.1.3 shall survive the termination of this Agreement.

8.2 Estoppel Certificates. As a condition precedent to Finish Line's obligation to acquire the Finish Line Property, Seller shall deliver or cause Master Seller to deliver Acceptable Estoppels (as hereinafter defined) from each and every Tenant under a Lease (or a lease entered into after the Effective Date of the Master Agreement) as of the Closing Date (the "**Estoppel Condition**"). Seller shall use commercially reasonable efforts to obtain and deliver to Finish Line (or cause Master Seller to deliver to Finish Line) the estoppel certificates as herein required. In furtherance thereof, Seller shall cause Master Seller to: (i) request estoppels from all tenants under Leases; (ii) deliver to Finish Line the final executed form of all estoppels received from such tenants; and (iii) have all such estoppels addressed to Seller, Finish Line, and its lender, if any, and each of their successors and assigns. Such estoppel certificates shall be in the form as is (a) attached hereto as Exhibit L, or (b) provided in the terms of the tenants' respective Leases. An executed estoppel certificate meeting the requirements of this Section 8.2 and which is dated not more than thirty (30) days prior to the Closing Date is herein referred to as an "**Acceptable Estoppel**." Notwithstanding anything to the contrary contained in Section 4.9, if Seller is unable to satisfy the Estoppel Condition by the Closing Date for any reason, Seller or Finish Line may (which must be coordinated with Master Seller in accordance with Section 8.2 of the Master Agreement), but shall not be obligated to, adjourn the Closing for a period not to exceed thirty (30) days, to (i) allow Seller to obtain or cause Master Seller to obtain the required Estoppel

Certificates or (ii) permit Master Seller to deliver Seller's Estoppels in lieu thereof (provided that Master Seller may only deliver Seller's Estoppels up to a maximum of 15% of tenants comprising the leased area of the Property) in the form attached hereto as Exhibit M (each a "Seller's Estoppel" and collectively "Seller's Estoppels") which Seller's Estoppels shall be deemed to comply with this Section 8.2 and shall satisfy Seller's obligation with respect to such tenant. If, subject to the foregoing, Seller is unable to satisfy the Estoppel Condition or cause Master Seller to satisfy the Estoppel Condition, Finish Line shall have the right, as its sole remedy, either to: (a) terminate this Agreement by notice in writing to Seller, in which event the Title Company shall, subject to the terms hereof, return the Earnest Money to Finish Line whereupon neither party shall have any further rights or obligations hereunder, except those which are expressly stated to survive the termination of this Agreement; or (b) waive the failure of the Estoppel Condition and proceed to Closing.

9. SECTION 1031 EXCHANGE. Either party may structure the acquisition or disposition of the Property as a like-kind exchange under the Code Section 1031 at such party's sole cost and expense. The other party shall reasonably cooperate in connection therewith, provided that it shall incur no costs, expenses or liabilities in connection with the exchange. Each party shall not be required to take title to or contract for purchase of any other property. If the party uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations hereunder shall not relieve, release or absolve the obligations of such party under the Agreement.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser as of the Effective Date as follows, and shall provide an update of the following to Purchaser as the facts then exist as of the Closing Date (pursuant to Section 4.2.10, but subject to the terms of Section 4.9.2):

10.1.1 Seller is a limited liability company, duly organized and validly existing under the laws of the State of Indiana.

10.1.2 Seller has full power, right, and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement by Seller have been duly and properly authorized by proper company action in accordance with applicable law and the organizational documents of Seller. Seller has not violated any contract, agreement, or other instrument to which Seller is a party nor any judicial order, judgment, or decree to which Seller is bound by: (a) entering into this Agreement; (b) executing any of the documents Seller is obligated to execute and deliver on the Closing Date; or (c) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

10.1.3 Except as set forth in the Leases: (i) Seller has not granted to any third party, and (ii) to Seller's knowledge, there are no options, rights of first refusal, or other agreements concerning the purchase and sale of the Property or any interest therein other than this Agreement.

10.1.4 To Seller's knowledge, Seller is not in default of any easements, covenants, conditions, restrictions, agreements, liens, or encumbrances that are of record, which default remains uncured or unwaived.

10.1.5 Exhibit D attached hereto lists all of the maintenance, service, supply, and other similar contracts and agreements that relate to the Property and the service provider

under each service contract. The copies of the Service Contracts which have been or will be delivered to Purchaser pursuant to the first sentence of Section 8.1.1 are true, correct, and complete in all material respects and include any amendments or modifications thereto. Seller has no knowledge of default under any of the Service Contracts. All leasing commissions and brokerage fees accrued or due and payable with respect to the current term of Existing Leases shall be paid in full as of the Closing Date and if not paid in full as of Closing, Seller shall credit Purchaser at Closing for such amount and Purchaser shall assume the obligation therefor.

10.1.6 The list of Leases attached hereto as Exhibit B is true, complete, and correct in all material respects. Seller has or will deliver to Purchaser pursuant to the first sentence of Section 8.1.1 true, correct, and complete copies or originals of all of the Leases. There are no leases or other rights of occupancy related to Property other than as set forth in Exhibit B and other than the Permitted Exceptions. Seller has no knowledge of any pending or threatened claim or default against Seller or the Master Seller by any tenant under any Lease, and Seller has not sent (and has no knowledge of Master Seller sending) to any tenant any written notice of pending or threatened claim or default against such tenant under any Lease, in each of the foregoing cases, which remains uncured or unwaived.

10.1.7 Seller has no knowledge of impending road work that may affect access to the Property or any threatened condemnation of the Property or any part thereof.

10.1.8 There is no litigation or proceeding pending or, to Seller's knowledge, threatened against or relating to the Property, including, without limitation, any proceedings for condemnation or other exercise of eminent domain. There is no litigation or proceeding pending or, to Seller's knowledge, threatened against or relating to Seller that would impair Seller's ability to perform its obligations under this Agreement.

10.1.9 Seller has not been the subject of any filing of a petition under any federal or state bankruptcy or insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

10.1.10 To Seller's knowledge: (i) no tax abatement, tax certiorari, or similar tax proceedings with respect to the Property are currently pending or subject to appeal, and (ii) the Property is not the subject of any tax increment financing, tax abatement, or other economic or development enticements/incentives or benefits.

10.1.11 Seller has no knowledge of any violation of any building, fire or health code, or any other law (including Environmental Laws), statute, ordinance, regulation, rule, or order applicable to Seller or the Property, which has not been cured or waived.

10.1.12 Neither Seller nor Master Seller has any employees at the Property.

10.1.13 As of the Closing, there will be no management agreements entered into by or on behalf of Seller or Master Seller in effect for the management of the Property nor will there be any amounts due from Purchaser to any managing agent of Seller or Master Seller for management services prior to the Closing which will be binding on Purchaser or the Property following Closing.

10.1.14 Seller has or will deliver to Purchaser pursuant to the first sentence of Section 8.1.1 true, correct and complete copies of all written-third party environmental assessment reports with respect to the Property in Seller's possession or control ("**Environmental**

**Reports**"). Except as may be disclosed in any Environmental Reports, Seller has no knowledge of any written notice of Hazardous Materials (as defined below) now located on the Real Property in quantities which would violate Environmental Laws. For purposes of this Agreement: (i) "**Hazardous Materials**" shall mean (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("**RCRA**") (42 U.S.C. Section 6901 et. seq.), as amended from time to time; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.) ("**CERCLA**"), as amended from time to time; (3) asbestos; (4) polychlorinated biphenyls; (5) any substance the presence of which on the Real Estate is regulated by Environmental Laws or any governmental requirement; (6) petroleum and petroleum products; and (7) any other substance which by any governmental requirement requires special handling in its use, storage, treatment, disposal, or transportation; and (ii) "**Environmental Laws**" shall include RCRA; CERCLA; and any other laws, statutes, or ordinances (whether federal, state, county, or municipal) and implementing regulations relating to environmental protection, health, safety or natural resources, provided however, Hazardous Materials shall not include any maintenance or cleaning supply utilized in the ordinary course of business in quantities which do not violate applicable Environmental Laws. To Seller's knowledge based on the Phase I ESA obtained by Seller, the Property is in full compliance with all Environmental Laws.

10.1.15 As of the Effective Date, there has been no default by any party to the Master Agreement, and, to the knowledge of Seller, all parties to the Master Agreement are in full compliance with each of their obligations thereunder.

10.1.16 To the knowledge of Seller, all documents and information delivered by Seller pursuant to this Agreement (including, without limitation, those items listed on Schedule 8.1 hereof) are accurate in all material respects.

10.1.17 Stephanie Graham, SVP of Asset Management of Seller, is the person on behalf of the Seller with the most knowledge of the Property and the matters covered by this Agreement.

10.2 Survival of Seller's Representations and Warranties; Cap. The representations and warranties of Seller set forth in this Agreement and any update thereof as of Closing shall survive the Closing and the delivery of the Deed for a period of nine (9) months following the Closing Date. Notice of any claim as to a breach of any representation or warranty must be made to Seller prior to the expiration of such nine (9) month period or it shall be deemed a waiver of Purchaser's right to assert such claim. In any event, Seller's maximum liability after Closing for a breach of any representation or warranty shall not exceed, in the aggregate, an amount equal to \$660,000.00, provided that with respect to the foregoing, Seller shall have no liability, and Purchaser shall make no claim against Seller if the obligations or liabilities in question result from a condition, state of facts or other matter actually known to Purchaser prior to Closing. Seller and Purchaser agree to use commercially reasonable efforts to cooperate with each other in the event Seller desires to make a claim against Master Seller for a breach of representation and warranty under the Master Agreement and this obligation shall survive the Closing.

10.3 Seller's Knowledge. Any reference to Seller's "knowledge", or "receipt" of notices or other written documents, or language similar thereto, shall mean the knowledge, after due inquiry, of Stephanie Graham, and shall be deemed to include any facts or matters that such person would have known had she conducted a reasonably diligent investigation of the matters in question. In no event shall Purchaser be entitled to assert any cause of action individually against Stephanie Graham nor shall Stephanie Graham have any personal liability whatsoever for any matter under or related to this Agreement.

10.4 Purchaser's Representations and Warranties. Each Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing Date as follows:

10.4.1 Purchaser has full power, right, and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement by Purchaser have been duly and properly authorized by proper company action in accordance with applicable law and with the governing documents of Purchaser. Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound by: (a) entering into this Agreement; (b) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date; or (c) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

10.5 Survival of Purchaser's Representations and Warranties. The representations and warranties of each Purchaser set forth in this Agreement shall be deemed to be remade by Purchaser as of the Closing Date and shall survive the Closing and delivery of the Deed for a period of nine (9) months following the Closing Date. Notice of any claim as to a breach of any representation or warranty must be made to Purchaser prior to the expiration of such nine (9) month period or it shall be deemed a waiver of Seller's right to assert such claim.

11. AS-IS.

11.1 **AS-IS CONDITION.** SUBJECT TO SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED AND EXECUTED BY SELLER TO PURCHASER AT THE CLOSING, EACH PURCHASER WILL BE DEEMED TO HAVE PURCHASED SUCH PURCHASER'S RESPECTIVE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AT THE CLOSING. ANY ORAL INFORMATION OR STATEMENTS CONCERNING THE PROPERTY MADE AVAILABLE TO EITHER PURCHASER BY SELLER, SELLER'S AGENTS, EMPLOYEES, OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH HEREIN OR IN ANY DOCUMENTS DELIVERED BY SELLER TO PURCHASER AT THE CLOSING.

11.2 **NO ADDITIONAL REPRESENTATIONS.** EACH PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY DOCUMENTS DELIVERED AND EXECUTED BY SELLER TO SUCH PURCHASER AT THE CLOSING, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, CONCERNING OR WITH RESPECT TO THE PROPERTY.

11.3 **RELEASE.** Except as set forth in this Agreement or in any document executed by Seller and delivered to either Purchaser at Closing, each Purchaser hereby waives, releases and forever discharges Seller, its affiliates, subsidiaries, officers, directors, shareholders, employees, independent contractors, partners, representatives, agents, successors and assigns, and each of them, from any and all causes of action, claims, assessments, losses, damages (compensatory, punitive or other), liabilities, obligations, reimbursements, costs and expenses of any kind or nature, actual, contingent, present, future, known or unknown, suspected or unsuspected, including, without limitation, interest, penalties, fines, and attorneys' and experts' fees and expenses, whether caused by, arising from, or premised, in whole or in part, from the Property or Seller's acts or omissions, and notwithstanding

that such acts or omissions are negligent or intentional, or premised in whole or in part on any theory of strict or absolute liability, which Purchaser, its successors or assigns or any subsequent purchaser of the Property may have or incur in any manner or way connected with, arising from, or related to the Property. The provisions of this Section 11 shall survive the Closing or termination of this Agreement.

12. OPERATION OF THE PROPERTY. From and after the Effective Date until the Closing Date or earlier termination of this Agreement:

12.1 Ordinary Course of Business. In accordance with the Master Agreement, Seller shall cause Master Seller to manage and operate the Property in the ordinary course of business consistent with Master Seller's management and operations prior to the Effective Date of the Master Agreement.

12.2 Title. In accordance with the Master Agreement, Seller shall cause Master Seller not to sell, mortgage, pledge, or otherwise transfer or dispose of all or any part of any Property (except for such items of Personal Property as become obsolete and are replaced). In accordance with the Master Agreement, Seller shall cause Master Seller not to grant, permit, or otherwise create or consent to the creation of any easement, subdivision plat (except for the subdivision plat which creates the Finish Line Real Property, the City Real Property, and the Seller Retained Real Property), restriction, zoning change, restrictive covenant, exception, encumbrance, or assessment that affects any portion of the Property or otherwise grant, permit or otherwise create or consent to or permit or suffer to be done, anything that would adversely affect the Property without Purchaser's prior written consent, not to be unreasonably withheld, conditioned or delayed. Furthermore, Seller shall not sell, mortgage, pledge, or otherwise transfer or dispose of all or any part of any Property. Seller shall not grant, permit, or otherwise create or consent to the creation of any easement, subdivision plat, restriction, zoning change, restrictive covenant, exception, encumbrance, or assessment that affects any portion of the Property or otherwise grant, permit or otherwise create or consent to or permit or suffer to be done, anything that would adversely affect the Property without Purchaser's prior written consent, not to be unreasonably withheld, conditioned or delayed.

12.3 Service Contracts. In accordance with the Master Agreement, Seller shall cause Master Seller not to enter into any new contracts or agreements with respect to the Property (unless such contracts are terminable on thirty days' prior written notice and without imposition of any penalty) or amend or (except as otherwise provided herein) terminate any existing Service Contract, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. In accordance with the Master Agreement, Seller shall cause Master Seller to keep, observe, and perform its material obligations as the owner of the Property under the Service Contracts. In accordance with the Master Agreement, Seller shall cause Master Seller to promptly provide to Purchaser copies of any written notice of default related to the Service Contracts. Seller shall not enter into any new contracts or agreements with respect to the Property or amend or (except as otherwise provided herein) terminate any existing Service Contract, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. Seller shall keep, observe, and perform its material obligations as the owner of the Property under the Service Contracts. Seller shall promptly provide to Purchaser copies of any written notice of default related to the Service Contracts.

12.4 Insurance. In accordance with the Master Agreement, Seller shall cause Master Seller to maintain in full force and effect its current insurance policies relating to the Property, including without limitation property insurance for its full replacement value.

12.5 Leases. Seller shall cause Master Seller via the Master Agreement to keep, observe, and perform its material obligations as landlord under the Leases. Seller shall cause Master Seller to not, without the prior written consent of Finish Line (a) enter into a new lease, or (b) alter, amend, or otherwise modify or supplement any Existing Lease without Finish Line's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

12.6 Title. Seller shall cause Master Seller to not create or permit any covenants, conditions, restrictions or encumbrances affecting the Property or amend any existing covenants, conditions, restrictions or encumbrances affecting the Property without the prior written consent of Purchaser, such consent not to be unreasonably withheld, conditioned or delayed. Seller shall not create or permit any covenants, conditions, restrictions or encumbrances affecting the Property or amend any existing covenants, conditions, restrictions or encumbrances affecting the Property without the prior written consent of Purchaser, such consent not to be unreasonably withheld, conditioned or delayed.

### 13. MISCELLANEOUS.

13.1 Entire Agreement. All understandings and agreements heretofore had between Seller and Purchaser with respect to the Property are merged in this Agreement, which alone fully and completely expresses the agreement of the parties.

13.2 Assignment. Upon notice to Purchaser, Seller may assign this Agreement to a single purpose entity formed by Seller in connection with the Master Agreement, provided however the original named Seller hereunder shall remain fully liable for all "Seller" obligations hereunder. Purchaser may not assign this Agreement without the prior written consent of Seller, which Seller shall grant or deny in Seller's sole discretion.

13.3 No Modification. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged, either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of such change, amendment, modification, waiver, or discharge is sought.

13.4 Governing Law; Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Indiana. Seller and Purchaser agree that the venue of any action arising between the parties to this Agreement shall be the Hamilton County Commercial Court or the U.S. District Court for the Southern District of Indiana.

13.5 Notice. All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and delivered by overnight courier (such as Federal Express) as follows:

If to Seller:

BC Link Holdings, LLC  
941 N. Meridian St.  
Indianapolis, IN 46204  
Attn: Meredith Devlin, Associate General Counsel  
Email: Meredith.Devlin@buckingham.com

With a copy to:

Taft, Stettinius & Hollister LLP  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204

Attn: Christopher Engel  
Email: cengel@taftlaw.com

If to Finish Line:

The Finish Line, Inc.<sup>1</sup>  
3308 N. Mitthoeffer Rd.  
Indianapolis, IN 46235  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to:

Burr & Forman LLP  
420 North 20<sup>th</sup> Street, Suite 3400  
Birmingham, AL 35203  
Attention: Norman M. Orr  
Email: [norr@burr.com](mailto:norr@burr.com)

If to the City:

City of Fishers Redevelopment Commission  
1 Municipal Drive  
Fishers, IN 46038  
Attn: Megan Baumgartner  
Email: [baumgartnerm@fishers.in.us](mailto:baumgartnerm@fishers.in.us)

All notices given in accordance with the terms hereof shall be deemed received on the next business day if sent by overnight courier, on the same day if sent by electronic mail before 5:00 p.m. (Indianapolis time) on a business day, on the next business day if sent by electronic mail on a non-business day or after 5:00 p.m. (Indianapolis time) on a business day, on the second (2nd) business day following deposit with the United States Mail certified with postage prepaid, or when delivered personally or otherwise received or refused. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 13.5. Attorneys may give notice on behalf of the party they represent.

13.6 Waiver of Trial by Jury. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED UNDER OR WITH RESPECT TO THIS AGREEMENT, PURCHASER AND SELLER EACH WAIVE ANY RIGHT IT MAY HAVE TO TRIAL BY JURY.

13.7 Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be considered an original hereof and all of which, taken together, shall constitute one and the same instrument. The parties agree that this Agreement and any other non-recordable documents to be delivered in connection herewith may be executed and delivered by electronic means (including via DocuSign, PDF, or other reliable electronic transmission) and that any such electronic execution or delivery shall be deemed to have the same legal effect as original, manually executed documents. The parties further acknowledge and agree that this Agreement may be stored, presented, and retained in electronic form and that electronic records and signatures shall be valid and enforceable in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*) and the Indiana Uniform Electronic Transactions Act (Ind. Code § 26-2-8-101 *et seq.*). Each party waives any claim or defense based on the invalidity of this Agreement or related documents due to the use of electronic signatures or electronic records.

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<sup>1</sup> Note to Draft: Finish Line to insert.

13.8 Weekends and Legal Holidays. Whenever the time for performance of a covenant or condition set forth in this Agreement or the last day of any time period provided for in this Agreement falls upon a Saturday, Sunday, or Federal or State of Indiana holiday, such time for performance or such time period shall be extended to the next business day.

13.9 Legal Representation. Each party hereto has been represented by legal counsel in connection with the negotiation of the transactions herein contemplated and the drafting and negotiation of this Agreement. Each party hereto and its counsel has had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

13.10 Time is of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement and the performance of any covenant or obligation herein.

13.11 Prevailing Party Attorney Fees. If either Seller or Purchaser files suit to enforce the obligations of the other party under this Agreement, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys from the non-prevailing party. For purposes of this Agreement, prevailing party shall include, without limitation, a party obtaining substantially the relief sought, whether by compromise, settlement, or otherwise. This Section 13.11 shall survive the termination of this Agreement and the Closing for a period of one (1) year.

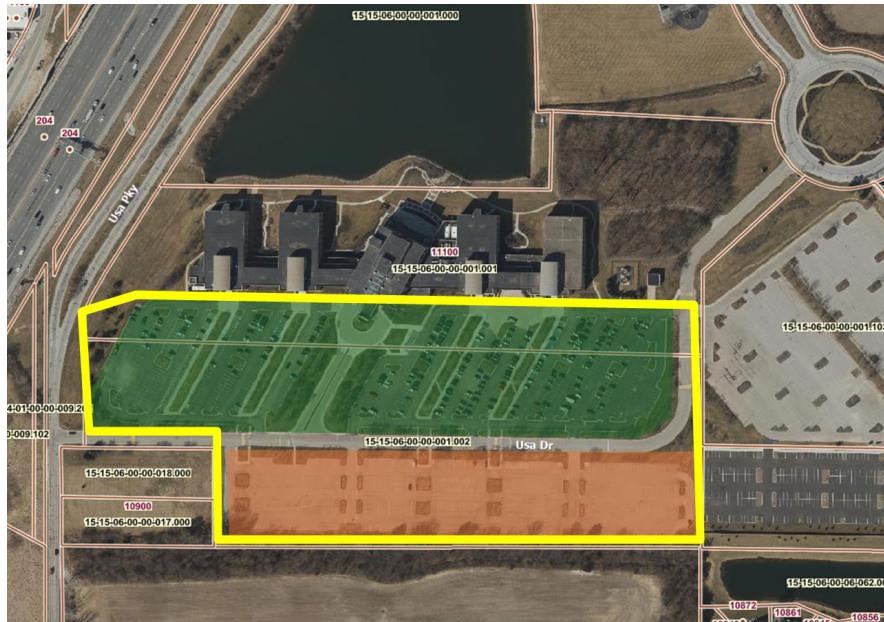
13.12 Cooperation and Escrow Agreement. Seller, the City, and INDIANA UNIVERSITY HEALTH CARE ASSOCIATES, INC., an Indiana nonprofit corporation ("**IU Health**"), will enter into a certain Cooperation and Escrow Agreement (the "**Escrow Agreement**") whereby IU Health will agree to enter into a lease amendment with Finish Line effective as of the Closing Date in the form attached to the Escrow Agreement. By execution hereof, the City agrees to indemnify, defend and hold harmless Finish Line from any and all costs, expenses and liabilities incurred by Finish Line in connection with IU Health failing to vacate the Finish Line Property as required by the lease amendment. The requirements of this Section shall survive Closing for a period of three (3) years.<sup>2</sup>

13.13 City Easement. At Closing, in connection with the property being purchased by the City hereunder (the "City Property"), Finish Line and the City shall enter into a non-exclusive easement agreement for City's use of the surface parking spaces within the Finish Line Property shown below and with the terms shown below. City and Finish Line shall, in good faith, negotiate the terms and conditions of this easement agreement prior to Closing, with the understanding that such agreement shall contain commercially reasonable provisions related to the City's indemnification and the City's insurance requirements. Furthermore, The City agrees that the City Property shall not be developed or used for any of the purposes outlined on Exhibit N hereof and that the City will execute a recordable instrument at Closing confirming the restrictions and to provide that such restrictions shall run with the land. The terms of this Section 13.13 shall survive the Closing.<sup>3</sup>

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<sup>2</sup> Note to Draft: Need City review of this revised provision. Also, what is the status of the UI Health lease?

<sup>3</sup> Note to Draft: Finish Line and City to discuss.



- 10AM – 12AM on event days
- The Link Parking Field
- 5:30PM – 12AM on event days

**Non-exclusive parking agreement for the Parking Field**

- Hours:
  - o Orange area: 5:00pm – 12am on weekday event days, no limitations on non-working event days (e.g. weekends, corporate recognized holidays)
  - o Green area: 6:00pm – 12am on weekday event days, no limitations on non-working event days (e.g. weekends, corporate recognized holidays)
- Revenue: The City may collect revenue via its parking partner, currently LAZ, in the Parking Field.
- Maintenance: The City will assume 50% of the annual maintenance costs of the Parking Field after a budget is prepared and agreed upon by and between the City and either the Seller or Purchaser, including capital improvements required to maintain the Parking Field in good working order.
- Building Occupant Use: Employees, Contractors, and Visitors of Real Estate will have full access to Parking Field at any time or date, free of charge. Purchaser and City will work through process to enable free access to the Parking Field.

13.14 Post-Closing Cooperation. Finish Line acknowledges that Seller or a Seller affiliate plans on developing the Seller Retained Property and property adjoining the Seller Retained Property as a mixed-use development (the "**Mixed Use Development**"). To the extent that Seller desires any easements from Finish Line associated with its Mixed Use Development, Seller shall present such requests to Finish Line for consideration and the parties shall use good faith in negotiating the same based on standard commercial terms, provided that such requests would not adversely impact Finish Line's ownership and/or use of the Property or the use of the Property by any current or future tenant of Finish Line, and provided further that Finish Line shall not incur any costs, expenses, or liability associated with such requests. In addition, Finish Line agrees to execute and deliver such documents, consents, or instruments as Seller may reasonably request to facilitate any governmental approval or approval under any declaration sought by Seller or its affiliate in connection with the Mixed Use Development. Furthermore, Seller agrees that the Mixed Use Development property shall not be developed or used for any of the purposes outlined on Exhibit N hereof and that Seller will execute a

recordable instrument at Closing confirming the restrictions and providing that such restrictions shall run with the land. The terms of this Section 13.14 shall survive the Closing.

13.15 Master Agreement Termination. Notwithstanding anything to the contrary in this Agreement, Seller's obligations under this Agreement are expressly conditioned upon Seller's acquisition of the Property from the Master Seller in accordance with the Master Agreement. Seller shall use commercially reasonable efforts to acquire the Property pursuant to the Master Agreement, but Seller is not and cannot be required to close on the transactions contemplated by the Master Agreement. In the event the Master Agreement is terminated, this Agreement shall terminate at which point the Earnest Money shall be immediately refunded to Finish Line, and, except as otherwise expressly provided in this Agreement, the parties shall not have any further duties or obligations under this Agreement. Seller shall promptly notify Purchaser of any defaults, disputes or threatened terminations associated with the Master Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller, Finish Line, and the City have executed and delivered this Agreement to be effective as of the Effective Date.

The undersigned individuals executing this Agreement on behalf of their respective party represent and warrant that they have the legal power, right, and authority to bind such party to the terms and conditions of this Agreement.

**SELLER:**

**BC LINK HOLDINGS, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

**THE FINISH LINE, INC.,**  
an Indiana corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**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.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TITLE COMPANY'S ACCEPTANCE**

Chicago Title Insurance Company hereby acknowledges receipt of the Earnest Money in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) from Finish Line and hereby accepts its obligations hereunder, including, without limitation, its agreement to handle the Earnest Money in accordance with Schedule 2.1 of this Agreement.

**TITLE COMPANY:**

CHICAGO TITLE INSURANCE COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

**EXHIBIT A  
LEGAL DESCRIPTION**

***Legal Description***

TRACT 2 (Day Care Center)

Part of the Southwest Quarter of Section 6, Township 17 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the West line of the Southwest Quarter of said Section 6, which is 1704.18 feet Northerly of the Southwest corner thereof; thence North 00 degrees 00 minutes 00 seconds (assumed bearing) on and along the West line of said Southwest Quarter 115.00 feet; thence South 89 degrees 00 minutes East 378.78 feet; thence South 00 degrees 00 minutes 115.00 feet; thence North 89 degrees 00 minutes West 378.78 feet to the Place Of Beginning.

AND

Part of the Southwest Quarter of Section 6, Township 17 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the West line of the Southwest Quarter of said Section 6, which is 1589.18 feet Northerly of the Southwest corner thereof; thence North 00 degrees 00 minutes 00 seconds (assumed bearing) on and along the West line of said Southwest Quarter 115.00 feet; thence South 89 degrees 00 minutes East 378.78 feet; thence South 00 degrees 00 minutes 115.00 feet to an existing fence line; thence North 89 degrees 00 minutes West on and along said existing fence line 378.78 feet to the Place of Beginning.

TRACT 3 (11100 USA Parkway - Office Building)

Part of the Southwest Quarter of Section 6, Township 17 North, Range 5 East in Delaware Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 6, Township 17 North, Range 5 East; thence North 00 degrees 04 minutes 40 seconds West (assumed bearing) on the West line of said Southwest Quarter 83.82 feet, original Government Survey, (84.97 feet, measured) to the Southeast corner of the Southeast Quarter of Section 1, Township 17 North, Range 4 East; thence North 00 degrees 00 minutes 08 seconds East on the West line of said Southwest Quarter 1734.21 feet to a point which is 1819.18 feet Northerly of the Southwest corner of said Southwest Quarter and being also the Northwest corner of real estate described in a Warranty Deed recorded in Deed Record 360, page 285 in the Office of the Recorder of Hamilton County, Indiana; thence South 88 degrees 59 minutes 52 seconds East on the North line of said real estate 73.51 feet; thence North 00 degrees 00 minutes 08 seconds East parallel with said West line 262.94 feet to the place of beginning of the within described real estate; thence North 00 degrees 00 minutes 08 seconds East parallel with said West line 75.61 feet to a point on a nontangent curve, the radius point of which lies 673.00 feet South 68 degrees 34 minutes 28 seconds East of said point; thence Northeasterly, curving to the right on said curve, an arc distance of 118.86 feet to the point of tangency of said curve; thence North 31 degree 32 minutes 41 seconds East tangent with said curve 221.57 feet; thence South 89 degrees 06 minutes 27 seconds East parallel with the South line of said Southwest Quarter 947.18 feet; thence North 00 degrees 00 minutes 08 seconds East parallel with the West line of said Southwest Quarter 199.77 feet to the North line of said Southwest Quarter; thence South 88 degrees 33 minutes 56 seconds East on said North line 527.58 feet to a point on a non-tangent curve, the radius of which lies 175.00 feet North 84 degrees 33 minutes 11 seconds East from said point; thence Southeasterly, curving to the left on said curve, an arc distance of 156.55 feet to a point which is 175.00 feet South 33 degrees 17 minutes 47 seconds West from said radius point; thence South 45 degrees 53 minutes 33 seconds West 340.00 feet to a point which is 1551.04 feet South 89 degrees 06 minutes 27 seconds East of the West line of said Southwest Quarter; thence South 00 degrees 0 minutes 08 seconds West parallel with said West line 199.20 feet to a line which bears South 89 degrees 05 minutes 27 seconds East from the place of beginning; thence North 89 degrees 06 minutes 27 seconds West on said line and measured parallel with the South line of said Southwest Quarter 1477.53 feet to the Place of Beginning.

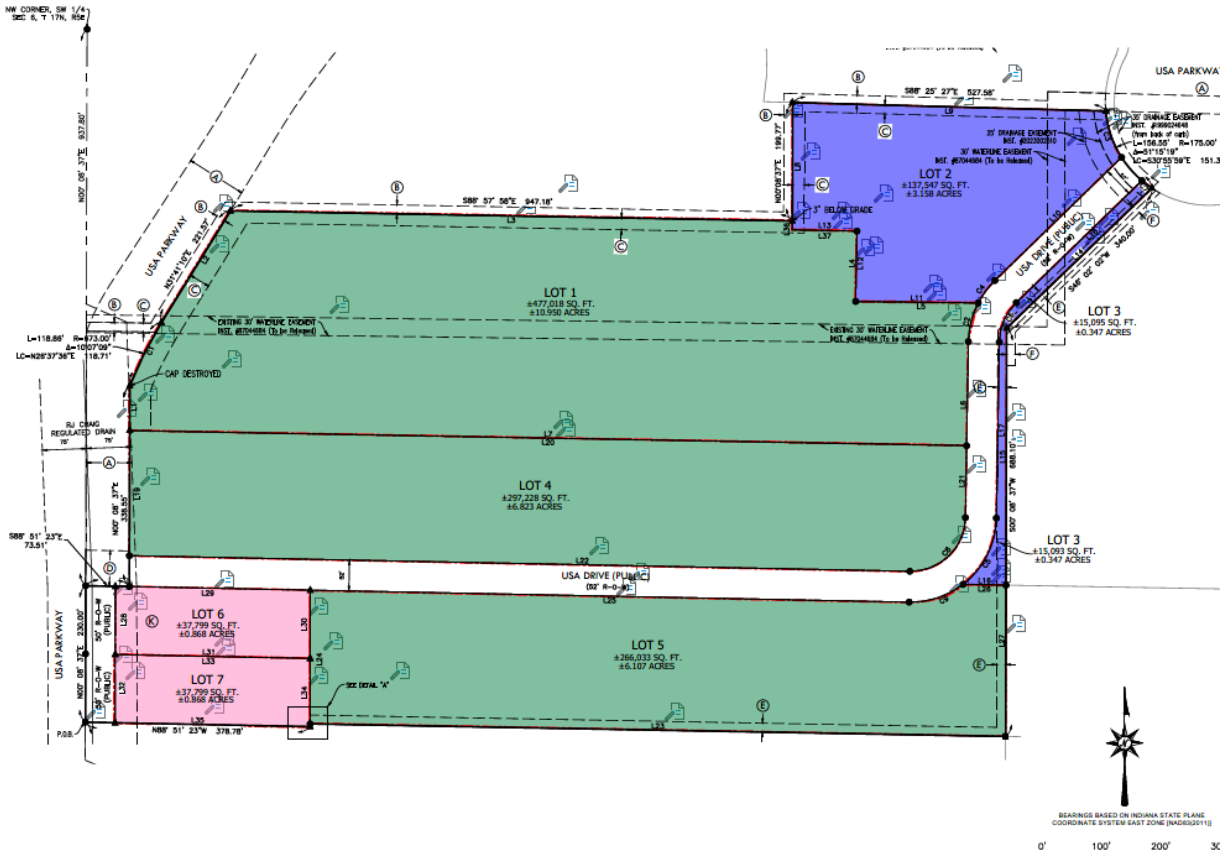
AND

Part of the Southwest Quarter of Section 6, Township 17 North, Range 5 East in Delaware Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 6, Township 17 North, Range 5 East; thence North 00 degrees 04 minutes 40 seconds West (assumed bearing) on the West line of said Southwest Quarter 83.83 feet, original Government Survey, (84.97 feet, measured) to the Southeast corner of the Southeast Quarter of Section 1, Township 17 North, Range 4 East; thence North 00 degrees 00 minutes 08 seconds East on the West line of said Southwest Quarter 1734.21 feet to the point which is 1819.16 feet Northerly of the Southwest corner of said Southwest Quarter and being also the Northwest corner of real estate described in a Warranty Deed recorded in Deed Record 360, page 285 in the Office of the Recorder of Hamilton County, Indiana; thence South 88 degrees 59 minutes 52 seconds East on the North line of said real estate 73.51 feet to the Place of Beginning of the within described real estate; thence North 00 degrees 00 minutes 08 seconds East parallel with said West line 262.94 feet; thence South 89 degrees 06 minutes 27 seconds East parallel with the South line of said Southwest Quarter 1477.53 feet; thence South 00 degrees 00 minutes 08 seconds West parallel with said West line 488.90 feet; thence North 89 degrees 06 minutes 27 seconds West parallel with said South line 1172.27 feet to a point which is 378.78 feet South 88 degrees 59 minutes 52 seconds East of the West line of said Southwest Quarter and on the East line of real estate described in a Warranty Deed recorded in Deed Record 357, page 404 in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 00 minutes 08 seconds East on said East line of the aforesaid real estate described in Deed Record 360, page 285, being measured parallel with said West line, a distance of 225.37 feet to the Northeast corner of the real estate described on said page 285 of Deed Record 360; thence North 88 degrees 59 minutes 52 seconds West on the North line of said real estate 305.27 feet to the Place of Beginning.

(Depiction of the Real Property on the Following Page)

Depiction



Green: The Finish Line Real Property  
 Pink: The City Property  
 Blue: The Seller Retained Property

**EXHIBIT B  
LIST OF LEASES**

<b>Tenant</b>	<b>Document</b>
AMR Real Estate	Lease Agreement Confirmation of Lease Term Guaranty
Becker Bouwkamp Walker	Lease Agreement Confirmation of Lease Term
Burn Boot Camp	Lease Agreement Confirmation of Lease Term Guaranty First Amendment
Cunningham Restaurant Group	License Agreement First Amendment
Fiserv	Lease Agreement First Amendment
GHD Services	Lease Agreement
Indiana University	Lease Agreement Memorandum of Lease Confirmation of Lease Term
Miebach	Lease Agreement Confirmation of Lease Term Agreement Side Letter
Navient	Lease Agreement - Office Lease Agreement - Data Center Confirmation of Lease Term First Amendment Sublease - Higher Education Loan Authority Sublease - Key Benefit Administrators
Remedy Medical	Lease Agreement Confirmation of Lease Term

**EXHIBIT C  
LIST OF PERSONAL PROPERTY**

[See attached]

**EXHIBIT D  
LIST OF SERVICE CONTRACTS**

<b><i>Contract Type</i></b>	<b><i>Vendor</i></b>
<b>Emergency Response Plan</b>	<b>AK Preparedness</b>
<b>Security</b>	<b>Allied Universal</b>
<b>Interior Landscape</b>	<b>Ambius</b>
<b>Work Order System</b>	<b>Angus / MRI</b>
<b>Pest Tech</b>	<b>ARAB</b>
<b>Janitorial</b>	<b>Corporate Cleaning Services</b>
<b>Generator Equipment Maintenance</b>	<b>Cummins</b>
<b>Alarm</b>	<b>Fairchild / Ryan</b>
<b>Fitness Equipment Maintenance</b>	<b>GG Fitness</b>
<b>Pest Control</b>	<b>Goose Proof</b>
<b>Boiler Maintenance</b>	<b>Irish Mechanical</b>
<b>Elevator Maintenance</b>	<b>KONE</b>
<b>Exterior Landscape</b>	<b>Land Care</b>
<b>Snow Removal</b>	<b>Land Care</b>
<b>Trash Service</b>	<b>Republic</b>
<b>E-BIKE</b>	<b>RIDY</b>
<b>Fire System Inspection</b>	<b>Ryan Fire Protection</b>
<b>Pressure Wash Services</b>	<b>TNT Services</b>
<b>Chiller Maintenance</b>	<b>TRANE</b>
<b>DMA</b>	<b>Property Tax Appeal Services</b>

**EXHIBIT E**  
**FORM OF SPECIAL WARRANTY DEED**

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH that **BC LINK HOLDINGS, LLC**, an Indiana limited liability company ("Grantor"), CONVEYS and SPECIALLY WARRANTS to [\_\_\_\_\_] ("Grantee"), for the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, that certain real estate located in Hamilton County, Indiana, described on Exhibit A attached hereto, together with all improvements, easements, and appurtenances thereunto belonging (the "Real Estate").

This conveyance is made and the Real Estate is subject to: (i) the lien of the real estate taxes and assessments for 2025, due and payable in 2026, 2026, due and payable in 2027, and all taxes and assessments subsequent thereto; (ii) all easements, covenants, conditions, restrictions, and other matters of record, legal highways, and rights-of-way; (iii) matters which would be disclosed by an accurate survey or inspection of the Real Estate; and (iv) zoning ordinances, commitments, and other related matters.

The warranties of Grantor hereunder are limited to its own acts and deeds and those of persons claiming by, through, and under Grantor, and not otherwise.

The undersigned person executing this Special Warranty Deed on behalf of Grantor represents and certifies that he/she is a duly authorized representative of Grantor and has been fully empowered to execute and deliver this Special Warranty Deed; that Grantor has full capacity to convey the Real Estate; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date set forth in the acknowledgement below to be effective as of \_\_\_\_\_, 2026.

[SIGNATURE PAGE FOLLOWS]



**EXHIBIT A  
LEGAL DESCRIPTION**

[to be inserted]

**EXHIBIT F  
FORM OF ASSIGNMENT**

**ASSIGNMENT AND ASSUMPTION  
OF LEASES, SECURITY DEPOSITS, AND SERVICE CONTRACTS**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES, SECURITY DEPOSITS, AND SERVICE CONTRACTS (this "Assignment") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between **BC LINK HOLDIGS, LLC**, an Indiana limited liability company ("Assignor"), and **THE FINISH LINE, INC.**, an Indiana corporation ("Assignee").

1. Property. The "Property" means that certain real estate commonly known as 11100 USA Parkway, Fishers, Indiana, together with all buildings, fixtures, and improvements located on such real estate.

2. Leases. The "Leases" mean those leases, tenancies, rental agreements, and occupancy agreements affecting the Property that are listed in Exhibit A attached hereto and incorporated herein by this reference, together with all guaranties and other security related thereto (including the security deposits transferred under the Agreement).

3. Service Contracts. The "Service Contracts" mean those contracts relating to the Property that are described in Exhibit B attached hereto and incorporated herein by this reference.

4. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee all right, title, and interest of Assignor in and to the Leases and the Service Contracts, but reserving unto Assignor all uncollected rent attributable to the period prior to the date hereof pursuant to Section 4.5.2 of that certain Real Estate Purchase Agreement for the Property by and between Assignor, Assignee, 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 "Agreement").

5. Assumption. Assignee hereby assumes the covenants, agreements, and obligations of Assignor under the Leases and the Service Contracts first arising and accruing on and after the date of this Assignment, but not otherwise.

6. Assignor's Indemnity. Assignor hereby agrees to indemnify, defend, and hold Assignee harmless from and against any claims, expenses (including, without limitation, reasonable attorneys' fees and litigation costs), liabilities, or obligations arising out of or in connection with the Leases and the Service Contracts with respect to the period prior to the date of this Assignment. The foregoing indemnification shall survive Closing for nine (9) months, and shall be subject to the limitations set forth in Section 10.2 of the Agreement.

7. Assignee's Indemnity. Assignee hereby agrees to indemnify, defend, and hold Assignor harmless from and against any claims, expenses (including, without limitation, reasonable attorneys' fees and litigation costs), liabilities, or obligations arising out of or in connection with the covenants, agreements, and obligations of Assignor under the Leases and the Service Contracts first arising and accruing on and after the date of this Agreement and assumed by Assignee herein.

8. Attorneys' Fees. If either Assignee or Assignor file suit to enforce the obligations of the other party under this Assignment, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

10. Counterparts. This Assignment may be signed in any number of counterparts or by use of counterpart signature pages, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment to be effective as of the Effective Date.

**ASSIGNOR:**

**BC LINK HOLDINGS, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**THE FINISH LINE, INC.,**  
an Indiana corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Exhibit A & Exhibit B to be attached at Closing*

**EXHIBIT G  
FORM OF BILL OF SALE**

**BILL OF SALE**

THIS BILL OF SALE (this "Bill of Sale") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), between **BC LINK HOLDINGS, LLC**, an Indiana limited liability company ("Seller"), and **THE FINISH LINE, INC.**, an Indiana corporation ("Purchaser").

**RECITALS:**

A. Pursuant to the terms of that certain Real Estate Purchase Agreement, dated as of \_\_\_\_\_, 2026 (as the same may be amended, modified, or assigned in accordance with its terms the "Agreement"), by and between Seller, Purchaser, 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., Seller agreed to transfer to Purchaser certain real property located in Hamilton County, Indiana, the improvements located thereon, and certain rights appurtenant thereto, all as more particularly described in the Agreement (the "Property").

B. By Special Warranty Deed as of the Effective Date, Seller conveyed the Property to Purchaser.

C. In connection with the conveyance of the Real Property, Seller desires to sell, transfer, and convey to Purchaser certain items of tangible personal property as hereinafter described.

**BILL OF SALE:**

NOW THEREFORE, pursuant to the Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby GRANTS, ASSIGNS, TRANSFERS, BARGAINS, SELLS, SETS OVER, and DELIVERS to Purchaser and Purchaser hereby accepts the Personal Property (as such term is defined in the Agreement). A list of the Personal Property is attached to this Bill of Sale as Exhibit A and incorporated herein by this reference.

Except as expressly set forth in the Agreement, the Personal Property is sold, assigned, and conveyed, free and clear of any and all liens, claims, and encumbrances.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale to be effective as of the Effective Date.

**SELLER:**

**BC LINK HOLDINGS, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

**THE FINISH LINE, INC.,**  
an Indiana corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Exhibit A to be attached at Closing.*

**EXHIBIT H  
FORM OF TENANT NOTICE LETTER**

**TENANT NOTICE LETTER**

[TENANT NOTICE ADDRESS]

**RE: 11100 USA Parkway, Fishers, IN**

Dear Tenant:

You are hereby advised that the above referenced property in which you are a tenant was sold and your lease was assigned and transferred effective as of the date of this letter to The Finish Line, Inc. ("Purchaser"). Your security deposit, if any, has been transferred to Purchaser, whose address is set forth below. Effective as of the date hereof, all checks for rent and other charges should be made payable to Purchaser and forwarded to and copies of all future notices to landlord should be sent to:

The Finish Line, Inc.

\_\_\_\_\_  
\_\_\_\_\_ <sup>4</sup>

Please add Purchaser as additional insured and/or loss payee under your existing insurance policies or certificates for both property and liability insurance. Also, please send a copy of the revised insurance certificates to Purchaser at the above-referenced address. If you have any questions or need any additional information, please feel free to contact \_\_\_\_\_.

**SELLER:**

**BC LINK HOLDINGS, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

**THE FINISH LINE, INC.,**  
an Indiana corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>4</sup> Note to Draft: Buyer to provide updated address.

**EXHIBIT I  
FORM OF INTANGIBLES ASSIGNMENT**

**ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PERSONAL PROPERTY,  
WARRANTIES, LICENSES AND PERMITS, AND CLAIMS**

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PERSONAL PROPERTY, WARRANTIES, LICENSES AND PERMITS, AND CLAIMS (this "Assignment") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), between **BC LINK HOLDINGS, LLC**, an Indiana limited liability company ("Assignor"), and **THE FINISH LINE, INC.**, an Indiana corporation ("Assignee").

1. Defined Terms. Any capitalized term used but not defined in this Assignment shall have the meaning ascribed to such term in that certain Real Estate Purchase Agreement, dated as of \_\_\_\_\_, 2026 (as the same may be amended, modified, or assigned in accordance with its terms the "Agreement"), by and between Assignor, Assignee, 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.

2. Property. The "Property" means that certain real estate commonly known as 11100 USA Parkway, Fishers, Indiana, together with all buildings, fixtures, and improvements located on such real estate.

3. Leases. The "Leases" mean those leases, tenancies, rental agreements, and occupancy agreements affecting the Property.

4. Service Contracts. The "Service Contracts" mean those contracts relating to the Property.

5. Intangible Personal Property. The "Intangible Personal Property" means to the extent transferrable at no cost to Assignor and without any consent of any third party, Assignor's right, title, and interest in and to all intangible personal property relating to the Property and the Improvements (excluding the Leases, the Warranties, the Licenses and Permits, the Service Contracts, and any other maintenance, service, supply, leasing, and other contracts and agreements and including, without limitation, any logos, symbols, signage and images, together with the trademarks and service marks and associated goodwill, copyrights and other rights relating thereto, architectural drawings, plans and specifications, as-built drawings, marketing materials, and any development rights (including, without limitation, to the extent transferrable, all governmental incentives, tax abatements, credits, rebates, and reimbursements, if any), together with all intellectual property rights related to any of the foregoing, but in any event excluding anything proprietary to Assignor).

6. Warranties. The "Warranties" means to the extent transferrable at no cost to Assignor and without any consent of any third party, all of Assignor's right, title, and interest in and to unexpired warranties, guaranties, and similar rights related to the Property, the Improvements, the Personal Property, or the Intangible Personal Property, including without limitation all rights and indemnifications provided by contractors, manufacturers, suppliers, and design professionals, whether provided by contract, separate instrument, or otherwise.

7. Licenses and Permits. The "Licenses and Permits" mean to the extent transferrable at no cost to Assignor and without any consent of any third party, Assignor's right, title, and interest in and to all governmental permits, licenses, and approvals relating to the Property.

8. Claims. The "Claims" mean any cause of action or claim of Assignor first arising after Closing relating to the Leases, the Service Contracts being assumed by Assignee, the Intangible Personal Property, or the design, construction, or improvement of the Improvements or the Personal Property, known or unknown, for breach of warranty, breach of contract, negligence, or any other matter.

9. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee all right, title, and interest of Assignor in and to the Intangible Personal Property, the Warranties, the Licenses and Permits, and the Claims.

10. Assumption. Assignee hereby assumes the Intangible Personal Property, the Warranties, the Licenses and Permits, and the Claims.

11. Attorneys' Fees. If either Assignee or Assignor file suit to enforce the obligations of the other party under this Assignment, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys.

12. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

13. Counterparts. This Assignment may be signed in any number of counterparts or by use of counterpart signature pages, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment to be effective as of the Effective Date.

**ASSIGNOR:**

**BC LINK HOLDINGS, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**THE FINISH LINE, INC.,**  
an Indiana corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT J  
[RESERVED]**

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**EXHIBIT K**  
**INSURANCE REQUIREMENTS**

Prior to performing Inspections at the Property, Purchaser and Purchaser's consultant and/or contractor and any subcontractor thereof (and other agent, contractor or consultant of Purchaser performing activities) shall have and maintain insurance coverage in form and substance reasonably acceptable to Seller complying with the requirements set forth below.

A. Required Types of Insurance Coverage

1. Workers' Compensation and Employers' Liability

- a. Statutory Worker's Compensation insurance as required by law.
- b. Employers' Liability insurance with limits of at least \$1,000,000 per occurrence.

2. General Liability Insurance

- a. Commercial General Liability policy form on an occurrence basis including Premises/Operations Liability, Contractual Liability (which shall include coverage for, but shall not limit, Purchaser's indemnification obligations hereunder), Independent Contractors Coverage and Products/Completed Operations Liability with the explosion, collapse and underground (XCU) exclusions eliminated.
- b. Limits of Liability: Five Million Dollars (\$5,000,000) per occurrence/aggregate for Bodily Injury and Property Damage coverage. Limits of Liability may be provided under a Commercial General Liability and Umbrella Liability Policy, if desired.

B. Additional Requirements

1. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation against Seller, Seller's agents and employees, and their insurers.
2. Such insurance shall not be subject to cancellation except upon thirty (30) days' prior written notice to Seller.
3. All insurance required hereunder shall be with insurance companies which (i) are rated by Best's Insurance Reports, (ii) have a rating of at least A-(VIII) and (iii) are licensed to do business in the state where the property is located. Prior to commencement of the performance of the Inspections, Purchaser shall deliver to Seller certificates of insurance evidencing the coverages required hereunder or such other evidence of compliance with the foregoing insurance requirements as is required by, and satisfactory and acceptable to, Seller.
4. The following parties shall be named as additional insureds on ISO Form CG 20 26 under the Commercial General Liability, Automobile Liability (if any) and Umbrella Liability insurance policies required to be maintained by Purchaser and Purchaser's consultant and/or any subcontractor thereof:

G&I X MJW 11100 USA PARKWAY LLC  
c/o DRA Advisors LLC  
575 5<sup>th</sup> Avenue, 38<sup>th</sup> Floor  
New York, New York 10017  
Attention: Dean Sickles

BC Link Holdings, LLC  
Buckingham Properties, LLC  
941 N. Meridian St.  
Indianapolis, IN 46204  
Attn: Meredith Devlin, Associate General Counsel

5. All Commercial General Liability and Umbrella Liability policies maintained by Purchaser and Purchaser's consultant and/or any subcontractor thereof shall contain a cross-liability provision and shall provide primary coverage as to Seller, and any other insurance available to Seller shall be noncontributing therewith.

**EXHIBIT L**  
**FORM OF ESTOPPEL CERTIFICATE**

**FORM OF TENANT ESTOPPEL**

The undersigned, \_\_\_\_\_, as tenant (together with its predecessors in interest, if any, "**Tenant**"), is the Tenant of a portion of the real property commonly known as [**Property Address**], [**City of Property**], [**State of Property**], (the "**Property**"), and hereby certifies to [**SELLER NAME**], a [**Seller Entity**], as landlord (together with its predecessors in interest, if any, and its successors and assigns, "**Landlord**"), to \_\_\_\_\_, a \_\_\_\_\_, or its assignee or nominee ("**Buyer**"), and to any lender ("**Lender**") making a loan to Buyer to be secured, in whole or in part, by the Property, the following:

1. That there is presently in full force and effect a lease (as modified, assigned, supplemented and/or amended as set forth in paragraph 2 below, the "**Lease**") dated as of \_\_\_\_\_, 20\_\_ between the undersigned and Landlord, covering approximately \_\_\_\_\_ square feet of the Property (the "**Leased Premises**").
2. That the Lease has not been modified, assigned, supplemented or amended except as set forth on Schedule 1.
3. That the Lease represents the entire agreement between Landlord and the undersigned with respect to the Leased Premises.
4. That the commencement date under the Lease was \_\_\_\_\_, \_\_\_\_\_, the termination date of said Lease is \_\_\_\_\_, 20\_\_.
5. That the present minimum monthly rent which the undersigned is paying under the Lease is \$\_\_\_\_\_. There are no rent abatements or free rent periods now or in the future. No rent, other than for the current month, has been paid in advance.
6. That the security deposit held by Landlord under the terms of the Lease is \$\_\_\_\_\_ and Landlord holds no other deposit from Tenant for security or otherwise.
7. That the undersigned has accepted possession of the Leased Premises and that, to the undersigned's knowledge, any improvements required to be made by Landlord to the Leased Premises by the terms of the Lease and all other conditions of the Lease to be satisfied by Landlord have been completed or satisfied to the satisfaction of the undersigned.
8. That, to the undersigned's knowledge, the undersigned, as of the date set forth below, has no right or claim of deduction, charge, lien or offset against Landlord under the Lease or otherwise against the rents or other charges due or to become due pursuant to the terms of said Lease.
9. That, to the undersigned's knowledge, Landlord is not in default or breach of the Lease, nor has Landlord committed an act or failed to act in such a manner, which, with the passage of time or notice or both, would result in a default or breach of the Lease by Landlord.

10. That, to the undersigned's knowledge, the undersigned is not in default or in breach of the Lease, nor has the undersigned committed an act or failed to act in such a manner which, with the passage of time or notice or both, would result in a default or breach of the Lease by the undersigned.
11. Tenant has not filed on its behalf, nor to Tenant's knowledge, has any party initiated against Tenant, proceedings for relief under bankruptcy, insolvency, or other proceedings.
12. Tenant has no purchase, extension, expansion, rights of first offer, rights of first refusal, exclusives, right to lease other premises, or rights to have Landlord perform Tenant's obligations under leases of other premises.
13. Tenant has no termination options (except for standard termination options in connection with a casualty or condemnation), rights of first refusal, options to purchase or other interest in or claim to the Property, or any part thereof.
14. The undersigned hereby acknowledges that Buyer, or its nominee, intends to purchase the Property, that Landlord will assign its interest in the Lease to Buyer, or its nominee, in connection with such purchase, and that Buyer, or its nominee, and its lender is relying upon the representations contained herein in making such purchase.

This Certificate shall be binding upon and inure to the benefit of the undersigned, Landlord, Buyer and Lender and their respective successors and assigns.

Dated: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ ,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1**

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**EXHIBIT M**  
**FORM OF SELLER ESTOPPEL CERTIFICATE**

The undersigned, [SELLER NAME], a [Seller Entity], as landlord (together with its predecessors in interest, if any, and its successors and assigns, "Landlord"), of the property commonly known as [Property Address], [City of Property], [State of Property] (the "Property"), hereby certifies to \_\_\_\_\_, a \_\_\_\_\_, or its assignee or nominee ("Buyer"), and to any lender ("Lender") making a loan to Buyer to be secured, in whole or in part, by the Property, the following:

1. That there is presently in full force and effect a lease (as modified, assigned, supplemented and/or amended as set forth in paragraph 2 below, the "Lease") dated as of \_\_\_\_\_, 20\_\_ between the Landlord and \_\_\_\_\_, as tenant (together with its predecessors in interest, if any, "Tenant"), covering approximately \_\_\_\_\_ square feet of the Property (the "Leased Premises").

2. That the Lease has not been modified, assigned, supplemented or amended except as set forth on Schedule 1.

3. That the Lease represents the entire agreement between Landlord and the Tenant with respect to the Leased Premises.

4. That the commencement date under the Lease was \_\_\_\_\_, \_\_\_\_\_, the termination date of said Lease is \_\_\_\_\_, 20\_\_.

5. That the present minimum monthly rent which the undersigned is paying under the Lease is \$ \_\_\_\_\_. There are no rent abatements or free rent periods now or in the future. No rent, other than for the current month, has been paid in advance.

6. That the security deposit held by Landlord under the terms of the Lease is \$ \_\_\_\_\_ and Landlord holds no other deposit from Tenant for security or otherwise.

7. That the Tenant has accepted possession of the Leased Premises and that, to Landlord's knowledge, any improvements required to be made by Landlord to the Leased Premises by the terms of the Lease and all other conditions of the Lease to be satisfied by Landlord have been completed or satisfied to the satisfaction of the Tenant.

8. That, to Landlord's knowledge, the Tenant, as of the date set forth below, has no right or claim of deduction, charge, lien or offset against Landlord under the Lease or otherwise against the rents or other charges due or to become due pursuant to the terms of said Lease.

9. That, to Landlord's knowledge, Landlord is not in default or breach of the Lease, nor has Landlord committed an act or failed to act in such a manner, which, with the passage of time or notice or both, would result in a default or breach of the Lease by Landlord.

M-1

10. That, to Landlord's knowledge, the Tenant is not in default or in breach of the Lease, nor has the Tenant committed an act or failed to act in such a manner which, with the passage of time or notice or both, would result in a default or breach of the Lease by the undersigned.

11. Tenant has not filed on its behalf, nor to Tenant's knowledge, has any party initiated against Tenant, proceedings for relief under bankruptcy, insolvency, or other proceedings.

12. Tenant has no purchase, extension, expansion, rights of first offer, rights of first refusal, exclusives, right to lease other premises, or rights to have Landlord perform Tenant's obligations under leases of other premises.

13. Tenant has no termination options (except for standard termination options in connection with a casualty or condemnation), rights of first refusal, options to purchase or other interest in or claim to the Property, or any part thereof.

14. Landlord acknowledges that Buyer, or its nominee, and its lender is relying upon the representations contained herein.

This Certificate shall be binding upon and inure to the benefit of Buyer and Lender and their respective successors and assigns.

Dated: \_\_\_\_\_, 20\_\_.

**LANDLORD:**

[\_\_\_\_\_],

By: [\_\_\_\_\_]

By: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT N

### PROPERTY RESTRICTIONS

The applicable property shall not be used for or in support of the following:

(i) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), “adult” business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials;

(ii) pawn shop, bar, night club, gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption;

(iii) any business that cashes checks or makes short-term or “payday advance” type loans (but not excluding the regular business of any bank or financial institution insured by F.D.I.C. or mortgage brokerage firm or other similar business providing long-term, mortgage type loans);

(iv) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant; or

(v) involuntary human detention or incarceration (collectively, the “Noxious Use Restrictions”).

Notwithstanding anything to the contrary in this Exhibit N, the defined term Noxious Use Restriction shall not include a restaurant which includes a bar even if said restaurant has principal revenues from the sale of alcoholic beverages.

**SCHEDULE 2.1**  
**EARNEST MONEY PROVISIONS**

1. Upon the Closing, the Title Company is authorized and directed to pay the Earnest Money to Seller (or as Seller may direct).

2. In the event Purchaser should default under this Agreement, the Title Company shall pay the Earnest Money to Seller, who shall retain the Earnest Money in accordance with Section 7.2 of the Agreement.

3. In the event this Agreement is terminated by reason other than Purchaser's default, the Title Company shall pay the Earnest Money in accordance with the applicable provision of this Agreement.

4. The Title Company shall invest and reinvest the proceeds of the Earnest Money and any interest earned thereon, in United States Government Treasury Bills or Certificate(s) of Deposit or bank money market account(s) as Finish Line shall direct. The party entitled to receive the interest earned on the Earnest Money shall pay all income taxes owed in connection therewith.

5. The Title Company, by signing this Agreement at the end hereof where indicated, signifies its agreement to hold the Earnest Money for the purposes as provided in this Agreement. In the event of any dispute, the Title Company shall have the right to deposit the Earnest Money in court to await the resolution of such dispute. The Title Company shall not incur any liability by reason of any action or non-action taken by it in good faith or pursuant to the judgment or order of a court of competent jurisdiction. The Title Company shall have the right to rely upon the genuineness of all certificates, notices, and instruments delivered to it pursuant hereto, and all the signatures thereto or to any other writing received by the Title Company purporting to be signed by any party hereto, and upon the truth of the contents thereof.

6. Except as otherwise provided for in Section 1 of this Schedule 2.1, the Title Company shall not pay or deliver the Earnest Money to any party unless written demand is made therefor and a copy of such written demand is delivered to the other party. If the Title Company does not receive a written objection from the other party to the proposed payment or delivery within five (5) business days after such demand is served by personal delivery on such party, the Title Company is hereby authorized and directed to make such payment or delivery. If the Title Company does receive such written objection within such five (5) business day period or if for any other reason the Title Company in good faith shall elect not to make such payment or delivery, the Title Company shall forward a copy of the objections, if any, to the other party or parties, and continue to hold the Earnest Money unless otherwise directed by written instructions from the parties to this Agreement or by a judgment of a court of competent jurisdiction. In any event, the Title Company shall have the right to refrain from taking any further action with respect to the subject matter of the escrow until it is reasonably satisfied that such dispute is resolved or action by the Title Company is required by an order or judgment of a court of competent jurisdiction.

7. The Title Company is acting in the capacity of a mere stakeholder only, and as such, shall not be answerable, liable, or accountable except for its willful misconduct or gross negligence in the performance of its obligations and duties as the Title Company. The Title Company shall be entitled to consult with counsel in connection with its duties hereunder. Seller and Purchaser, jointly and

severally, agree to indemnify and hold the Title Company harmless against any and all losses, claims, damages, liabilities, and agree to reimburse the Title Company, upon demand, for the reasonable costs and expenses, including reasonable attorneys' fees incurred by the Title Company in connection with its acting in its capacity as the Title Company, including, without limitation, any litigation arising from this Agreement or involving the subject matter hereof, except for its willful misconduct or gross negligence in the performance of its obligations and duties as the Title Company. In the event of litigation relating to the subject matter of the escrow, whichever of Seller or Purchaser is not the prevailing party shall reimburse the prevailing party for any costs and fees paid by the prevailing party or paid from the escrowed funds to Title Company.

**SCHEDULE 8.1  
DUE DILIGENCE ITEMS**

1. The Leases
2. The Service Contracts
3. The Warranties, if any
4. The Licenses and Permits, if any
5. Most recent survey of the Real Property
6. Most recent title policy for the Real Property
7. As-built plans and specifications for the Improvements
8. The Environmental Reports
9. Operating statements for last 3 years
10. Previous 3 years' capital expenditures/narrative of improvements
11. Utility bills (last 12 months' invoices)

**RESOLUTION NO. FRC 03R061626**  
**RESOLUTION APPROVING TRAINING GRANT AGREEMENT**

WHEREAS, INCOG BioPharma Services, Inc., a Delaware corporation duly registered with the Indiana Secretary of State's Office ("INCOG"), is a Fishers-based, global contract development and manufacturing organization ("CDMO") to which pharmaceutical companies outsource drug manufacturing;

WHEREAS, INCOG has become an ambassador within the life sciences community for the City and assisted the City with landing substantial capital investment and jobs within the City's Life Sciences Park;

WHEREAS, Heartland BioWorks is a biomanufacturing regional tech hub powered by the Applied Research Institute that facilitates the BioTrain program that organizes training programs for companies like INCOG;

WHEREAS, INCOG has requested and the Commission desires to reimburse certain training costs resulting from INCOG upskilling its workforce through the BioTrain program; and

WHEREAS, the Commission has determined that it is in the best interest of the City to induce INCOG to provide training to upskill its workforce, thereby creating additional talent pools and increased wages in the City, all pursuant to an agreement substantially similar to the Training Grant Agreement attached hereto as **Exhibit A** (the "Agreement"); and

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 COMMISSIONERS OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION, meeting in duly noticed and regularly scheduled meeting, as follows:

**Section 1.** The Commission hereby approves a training grant agreement substantially similar to the Agreement.

**Section 2.** The President is hereby authorized to execute a training grant agreement substantially similar to the Agreement.

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

ALL OF WHICH IS RESOLVED by the Redevelopment Commission of the City of Fishers, Hamilton County, Indiana this 16<sup>th</sup> day of June, 2026.

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

**YAY**

**NAY**

	Brad Johnson	
	Tony Bonacuse	
	Damon Grothe	
	Dan Canan	
	Anderson Schoenrock	

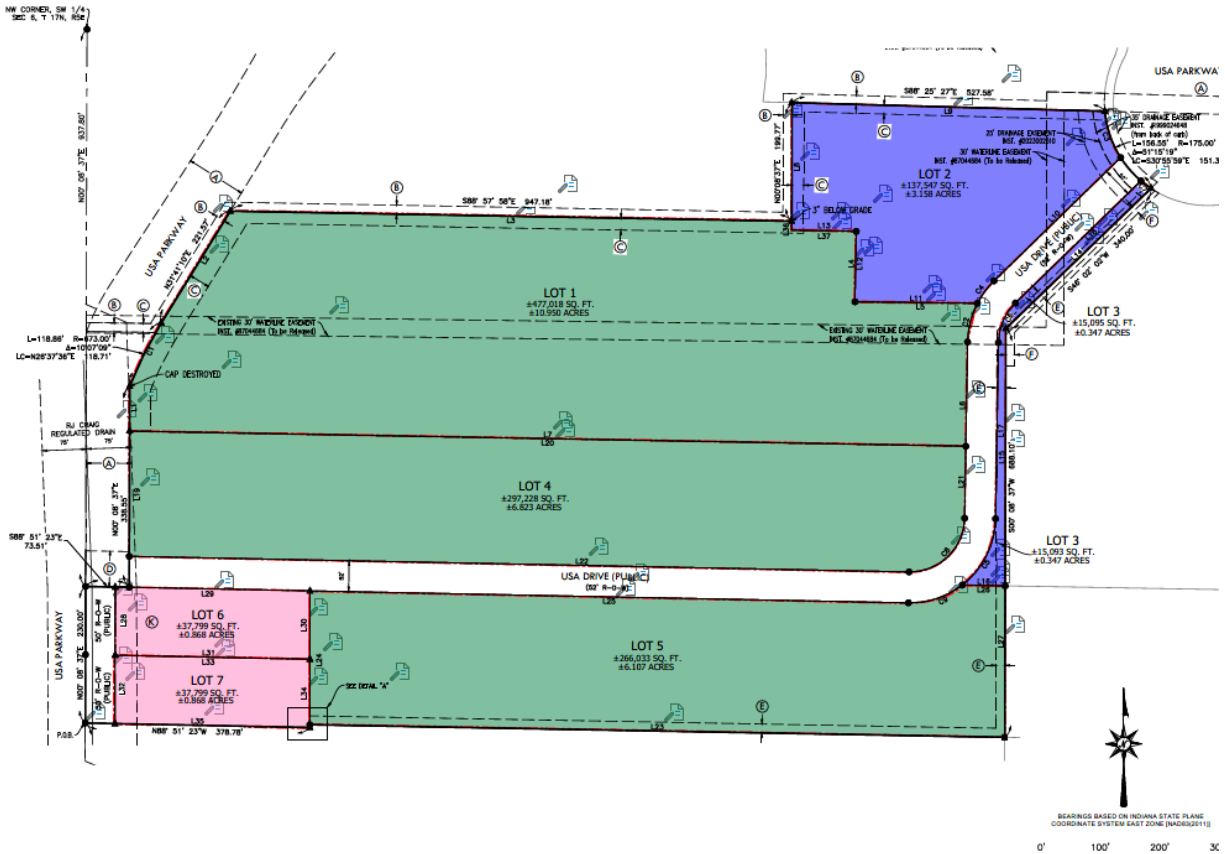
This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

“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.” Lindsey Bennett”

**Exhibit A**  
**TRAINING GRANT AGREEMENT**  
*[separately provided]*

# Exhibit B City Property

## Depiction



Green: The Finish Line Real Property  
 Pink & USA Drive: The City Property  
 Blue: The Seller Retained Property

## TRAINING GRANT AGREEMENT

THIS TRAINING GRANT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of June, 2026 (the "Effective Date"), by and between the City of Fishers Redevelopment Commission, a commission of the City of Fishers (the "City") authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the "Commission"), and INCOG BioPharma Services, Inc., a Delaware corporation duly registered with the Indiana Secretary of State's Office ("INCOG" and together with the Commission, the "Parties"), as follows:

WHEREAS, INCOG is a Fishers-based, global contract development and manufacturing organization ("CDMO") to which pharmaceutical companies outsource drug manufacturing;

WHEREAS, INCOG has become an ambassador within the life sciences community for the City and assisted the City with landing substantial capital investment and jobs within the City's Life Sciences Park;

WHEREAS, Heartland BioWorks is a biomanufacturing regional tech hub powered by the Applied Research Institute that facilitates the BioTrain program that organizes training programs for companies like INCOG;

WHEREAS, INCOG has requested and the Commission desires to reimburse certain training costs resulting from INCOG upskilling its workforce through the BioTrain program; and

WHEREAS, the Commission has determined that it is in the best interest of the City to induce INCOG to provide training to upskill its workforce, thereby creating additional talent pools and increased wages in the City.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **RECITALS.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. **MUTUAL ASSISTANCE.** The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent of this Agreement
3. **TRAINING FUNDS.** In consideration and as a material inducement for INCOG identifying eligible participants to engage in workforce training, pursuant to and consistent with Ind. Code §36-7-25-7, for a time period beginning on the Effective Date and ending on December 31, 2030 (the "Term"), the Commission shall reimburse INCOG for educational programs, work training programs, and/or worker retraining

programs offered by BioHeartland (the “Training Funds”) that are designed to prepare individuals to participate in a competitive and global economy, including, but not limited to classes, seminars, certifications and conferences (individually or collectively, “Training Programs”); provided, however, the Training Funds shall not be used, or serve as a match, for Occupational Safety and Health Administration (OSHA) or federally mandated safety training, human resources or on-boarding training.

Training Funds shall be made available to INCOG (a) on a reimbursement basis, (b) in an amount not greater than \$1,500.00, per employee, and (c) in a maximum, aggregate amount of \$50,000.00. The Commission shall reimburse INCOG for Training Funds within thirty (30) days of receiving an invoice from INCOG providing, at a minimum, (x) a description of the Training Program for which INCOG seeks reimbursement or payment; (y) the number and name of employees participating in such program together with the amount of Training Funds sought per employee; and (z) such other information reasonably necessary to establish the accuracy of the information (each, a “Work Training Disbursement Request”).

The Commission shall not be liable to disburse funds in response to a Work Training Disbursement Request: (1) in excess of \$50,000.00, in the aggregate, (2) in excess of \$1,500.00, per employee, (3) submitted after expiration of the Term, or (4) submitted for Occupational Safety and Health Administration (OSHA) or federally mandated safety training, human resources or on-boarding training.

#### 4. REPRESENTATIONS.

- a. The Commission. The Commission represents and warrants to INCOG that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) the Commission is the governing body of the City of Fishers Redevelopment Department organized and existing under the laws of the State of Indiana; (iii) subject to completion of the applicable proceedings required by Laws, it has the power: (A) to enter into this Agreement; and (B) to perform its obligations hereunder; (iv) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder; and (v) this Agreement is the legal, valid, and binding obligation of it;
- b. INCOG. INCOG represents and warrants to the Commission that: (i) INCOG is a limited liability INCOG, duly registered with the State of Indiana; (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) it has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (iv) it duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder; (v) this Agreement is the legal, valid, and binding obligation of INCOG; and (vii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If INCOG has employees, INCOG agrees to post in conspicuous places, available to employees and applicants

for employment, notices setting forth the provisions of this nondiscrimination clause; and, if INCOG has employees, INCOG will state, in all solicitations or advertisements for employees placed by or on behalf of INCOG, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. INCOG states that it does not currently have employees.

(c) E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, if INCOG has employees, INCOG covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Effective Date. If INCOG has employees, within ten (10) days after the Effective Date, INCOG shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, INCOG shall provide the City with documentation that it has enrolled and is participating in the E-Verify program if it has employees. This Agreement shall not take effect until said affidavit is signed by INCOG and delivered to the City's authorized representative if INCOG has employees. INCOG states that it does not currently have employees.

5. **NOTICE.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Commission at 3 Municipal Drive, Fishers, Indiana 46038, Attn: Economic Development Director with a copy to: Jennifer Messer (via email) at jennifercmesserlaw@gmail.com; and to INCOG at \_\_\_\_\_, \_\_\_\_\_, Attention: \_\_\_\_\_, with a copy to \_\_\_\_\_. Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.
6. **MERGER.** All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.
7. **MISCELLANEOUS.** This Agreement shall inure to the benefit of, and be binding upon, the Commission and INCOG, and their respective successors and assigns. 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. INCOG waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right INCOG may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the Commission and INCOG. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or

enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, employment relationship or joint venture between INCOG and the Commission or their successors in interest. 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 Site 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. Unless otherwise specifically stated, any amounts owed pursuant to this Agreement shall accrue interest at rate published in the Wall Street Journal plus six percent (6%) per annum from the date due until paid.

*[signatures on following page]*

INCOG Consulting, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

City of Fishers Redevelopment Commission

By: \_\_\_\_\_  
Damon Grothe, President

Attest: \_\_\_\_\_  
Anderson Schoenrock, Secretary

**EXHIBIT A  
WORK TRAINING DISBURSEMENT REQUEST**

**Disbursement No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Disbursement Amount: \$** \_\_\_\_\_

INCOG Consulting, Inc. (“INCOG”) hereby requests the disbursement of funds in the Work Training Disbursement Amount stated above and certifies that such amount is in accordance with the attached invoices and other documentation provided in support of this Disbursement Request.

This Work Training Disbursement Request shall also constitute a representation and affirmation to the Commission that the following information is accurate in all respects:

- 1) Description of the Training Programs:
- 2) Summary of expenses:
- 3) Attach all invoices and related documentation.
- 4) If outside Vendors are to receive payment, complete Schedule I.

“INCOG”  
INCOG Consulting, Inc.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule I**

[Narrative summary of expenses included in Work Training Disbursement Request]

**Vendor**

**Amount**