CITY OF FISHERS AGENDA

BOARD/COMMISSION: Town Hall Building Corporation Meeting
DATE: 4/15/2024, at 4:00 PM
DIRECTIONS: Pavilion Conference Room, 10 Municipal Drive, Fishers, IN 46038

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

1. **Call to Order**
2. **Confirmation of Quorum and Proper Notice of Meeting**
3. **Consent of Previous Meeting Minutes**
4. **Building Corporation Resolution TBC 01R041424 approving the form and execution of Leases, Loan Agreement, and Funding Agreement for CityView**
    a. Resolution
       Loan Agreement
       Public Lease
       Garage Lease
5. **New Business**
    a. Fishers Event Center Update
6. **Adjournment**

GARAGE LEASE

by and between

FISHERS TOWN HALL BUILDING CORPORATION, as Lessor

and

FISHERS REDEVELOPMENT COMMISSION, as Lessee

Dated as of _______ __, 2024

GARAGE LEASE

THIS GARAGE LEASE (this "Garage Lease"), entered into as of this ___ day of _________, 2024, by and between the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Fishers Redevelopment Commission (the "Lessee"), the governing body of the City of Fishers Department of Redevelopment, acting for and on behalf of the City of Fishers, Indiana (the "City");

WITNESSETH:

WHEREAS, the Lessor exists for the purpose, among others, of the financing and leasing of buildings and other capital improvements in the City; and

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with IC 36-7-14 (the "Redevelopment Act"); and

WHEREAS, to foster economic development in the City, the Lessor, and the Lessee desire to provide desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and other infrastructure improvements, and the completion of related improvements by CityView Fishers, LLC (the "Developer"), all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west in the City (collectively, the "Project"), in accordance with the Project Agreement, between the Developer, the City, the Lessor, the Lessee, and the City of Fishers Economic Development Commission, dated as of July 13, 2023 (the "Project Agreement"); and

WHEREAS, as further described in the Project Agreement, a portion of the costs of the acquisition and construction of the Project will be financed by the proceeds of bonds to be issued by the City in a maximum original issued amount not to exceed Twenty-Three Million Dollars ($23,000,000) (the "2024D Bonds"), pursuant to IC 36-7-11.9 and 12 (the "EDC Act") and a Trust Indenture, to be dated as of the first day of the month in which the 2024D Bonds are sold (the "2024D Indenture"), between the City and the financial institution selected to serve as bond trustee (the "Trustee"); and

WHEREAS, the proceeds of the 2024D Bonds will be loaned by the City to the Lessor pursuant to a Loan Agreement to be dated as of the first day of the month in which the 2024D Bonds are sold (the "2024D Loan Agreement"), by and between the City and the Lessor; and

WHEREAS, pursuant to the Project Agreement, the Lessor shall use a portion of the proceeds of the 2024D Bonds to acquire certain real estate (the "Garage Parcel") and cause to be constructed thereon a parking garage as part of the Project (the "Garage"), which real estate and parking garage constitute the Garage Leased Premises under this Lease, as further defined herein; and

WHEREAS, the 2024D Bonds will be payable solely from payments made by the Lessor pursuant to the 2024D Loan Agreement; and

WHEREAS, the Lessor's obligations under the 2024D Loan Agreement will be payable solely from the annual rentals to be paid by the Lessee under this Garage Lease and the Public Lease, dated as of _______ ___, 2024, between the Lessor, as lessor and the Lessee, as lessee (the "Public Lease"), and such payments by the Lessee under this Garage Lease and the Public Lease will be assigned by the Lessor to the Trustee to pay debt service on and other necessary incidental expenses related to the 2024D Bonds; and

WHEREAS, the Lessee has previously adopted and amended resolutions designating a certain area of the City known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Economic Development Area") as an economic development area under Section 41 of the Redevelopment Act and approving an economic development plan for the Economic Development Area; and

WHEREAS, the Lessee has previously adopted and amended resolutions designating portions of the Economic Development Area known as the "CityView Allocation Area", the "Downtown Allocation Area", the "Allisonville Corridor Allocation Area", the "116th Street Allocation Area", the "Fishers Tech Park Allocation Area", the "Sun King Allocation Area", the "126th & Cumberland Allocation Area", the "River Place Allocation Area", the "District South Allocation Area", and the "Britton Park Allocation Area" (the "Allocation Areas") as allocation areas under Section 39 of the Redevelopment Act; and

WHEREAS, the Lessee reasonably expects, but is not legally required, to pay lease payments under this Public Lease from any revenues legally available to the Lessee, including certain tax increment revenues received by the Lessee, pursuant to Indiana Code 36-7-14-39 from the Allocation Areas; and

WHEREAS, pursuant to Indiana Code 36-7-14-27 the Lessee has the authority to levy a special benefits tax upon all property in the City of Fishers Redevelopment District (the "District"); and

WHEREAS, the value of the Garage Leased Premises is estimated to be not less than Fourteen Million Dollars ($14,000,000);

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Redevelopment Act and after notice given pursuant to Ind. Code § 5-3-1, that the lease rentals provided for in this Garage Lease are fair and reasonable, that the execution of this Garage Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Council has by ordinance approved this Garage Lease; and

WHEREAS, the Lessor has duly authorized the execution of this Garage Lease.

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a) The Lessor does hereby lease, demise and let to the Lessee certain real estate in the City, described on Exhibit A attached hereto and made a part hereof (the “Real Estate”), including the Garage and other improvements to be constructed thereon (the “Improvements”) (the Improvements and the Real Estate, collectively, the “Garage Leased Premises”) to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging for a term: (i) beginning on the date the Bonds are issued by the City; and (ii) ending on the date that is twenty (20) years after the date the Bonds are issued (the "Lease Term"). However, the term of this Garage Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Garage Leased Premises pursuant to Section 11 and the payment of the option price, or (b) the payment or defeasance of all 2024D Bonds issued (i) to finance the cost of the Garage Leased Premises, (ii) to refund all or a portion of such 2024D Bonds, (iii) to refund all or a portion of such refunding 2024D Bonds, or (iv) to improve the Garage Leased Premises; provided that no 2024D Bonds or other obligations of the Lessor issued to finance the Garage Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Garage Leased Premises and the Lessor warrants and will defend the Garage Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

(b) The date the Improvements are complete and ready for occupancy shall be endorsed on this Garage Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an addendum to this Garage Lease.

(c) The Lessor hereby represents that it is possessed of, or will acquire on or before the commencement date, marketable fee simple title to the Garage Leased Premises, subject to all matters of record, the Project Agreement and the [Declaration] (as defined in the Project Agreement) and such other matters as are contemplated by the Project Agreement.

(d) Notwithstanding the foregoing, this Garage Lease may be amended by an amendment executed by Lessor and Lessee to add additional property to the Garage Leased Premises or remove any portion of the Garage Leased Premises, provided however, following such amendment, the rentals payable under this Garage Lease shall be based on the value of the portion of the Garage Leased Premises which is available for use, and the rental payments due under this Garage Lease, together with rental payments due under the Public Lease, shall be in amounts sufficient to pay when due all principal of and interest on all outstanding 2024D Bonds. In the event that all or a portion of the Garage Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend this Garage Lease to add to and/or replace a portion of the Garage Leased Premises to the extent necessary to provide for available Garage Leased Premises with a value supporting rental payments under this Garage Lease, together with rental payments due under the Public Lease, sufficient to pay when due all principal of and interest on outstanding 2024D Bonds.

2. USE OF PREMISES. During the Lease Term, Lessee shall have the right to exclusive possession, control and quiet enjoyment of the Garage Leased Premises subject, at all times however, to the terms and provisions hereof.

3. LEASE RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Garage Leased Premises at a rate per year during the Lease Term not to exceed One Million Two Hundred Eighty Five Thousand Dollars ($1,285,000). Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Real Estate together with that portion of the Improvements which are complete and ready for use and occupancy at the time such semi-annual installment is made. The first rental installment shall be due on the first January 15 or July 15 after the Improvements, or a portion thereof, are complete for use and occupancy, as determined by the Lessor and the Lessee pursuant to Exhibit C and at such time the Lessor and the Lessee shall endorse the Addendum to Garage Lease in the form attached hereto as Exhibit C. Thereafter, such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year. The last semi-annual rental payment due before the expiration of this Garage Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Garage Lease. All rentals payable under the terms of this Garage Lease shall be paid by the Lessee to the Trustee under the Indenture. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.

(b) After the sale of the 2024D Bonds, the annual rental shall be reduced to an amount, which, together with lease rentals payable by the Lessee under the Public Lease, is sufficient to pay principal and interest due in each twelve (12) month period commencing each year on July 15, payable in semi-annual installments, rounded to the next higher thousand dollars, plus five thousand dollars ($5,000). In addition, each such reduced semi-annual installment shall be based on the value of the Real Estate together with that portion of the Improvements which are complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Garage Lease at the end hereof in the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the 2024D Bonds, and such endorsement shall be recorded as an addendum to this Garage Lease.

(c) The fixed annual rentals described in this Section 3 (the "Fixed Annual Rentals") shall be payable solely from the revenues of the special benefits tax levied by the Lessee pursuant to Indiana Code 36-7-14-27 upon all property in the District (the "Special Tax Revenues"). The Lessee may pay the Fixed Annual Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee, including certain tax increment revenues received by the Commission, pursuant to IC 36-7-14-39, from the Allocation Areas; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the Special Tax Revenues received by the Lessee.

4. ADDITIONAL RENTAL PAYMENTS. The Lessee may elect, at its sole discretion, to pay or cause to be paid, additional rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. The Fixed Annual Rentals shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such additional rentals.

5. DAMAGE TO PREMISES; ABATEMENT OF RENT. In the event the Garage Leased Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the Lessee, (x) it shall then be the obligation of the Lessor to restore and rebuild the Garage Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 8 hereof, and provided further, the Lessor shall not be required to rebuild or restore the Garage Leased Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance, and (y) the rent shall be abated for the period during which the Garage Leased Premises or any part thereof is unfit for use by the Lessee, in proportion to the percentage of the area of the Garage Leased Premises which is unfit for use by the Lessee.

6. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS. The Lessee shall cause the Garage Leased Premises to be operated, maintained, and repaired during the Lease Term in good repair, working order and condition at its expense. The Lessee cause the Garage Leased Premises to be used and maintained in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Lessee shall have the right, without the consent of the Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Garage Leased Premises which do not reduce the rental value thereof. At the end of the term of this Garage Lease, the Lessee shall deliver the building to the Lessor in as good condition as at the beginning of the term of this Garage Lease, reasonable wear and tear excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to the Lessee. The proceeds of the sale of any personal property covered by this Garage Lease shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to the Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

7. INSURANCE. During the Lease Term, the Lessee shall carry, or cause to be carried, insurance on the Garage Leased Premises against physical loss or damage, however

caused, with such exceptions as are ordinarily required by insurers of buildings or improvements of a similar type, with good and responsible insurance companies approved by the Lessor. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price as set forth in Section 11 hereof, and (ii) one hundred percent (100%) of the full replacement cost of the Garage Leased Premises. During the term of this Garage Lease, the Lessee shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Garage Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section 8. During the full term of this Garage Lease, the Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Garage Leased Premises in the amount of Five Million Dollars ($5,000,000) combined single limit on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies. Such policies shall be for the benefit of all persons having an insurable interest in the Garage Leased Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to, shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section 8, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Garage Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

9. ASSIGNMENT AND SUBLETTING. Except as contemplated by the Project Agreement or the Management Agreement, the Lessee shall not assign this Garage Lease or sublet the Garage Leased Premises without the written consent of the Lessor. The Lessor shall not assign this Garage Lease without the written consent of the Lessee, except to the extent provided in the Indenture.

10. OPTION TO RENEW. The Lessor hereby grants to the Lessee the right and option to renew this Garage Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the Garage Leased Premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Garage Lease.

11. OPTION TO PURCHASE.

(a) So long as there is no uncured Event of Default hereunder, the Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of the Lease Term, upon sixty (60) days' written notice to the Lessor, to purchase the Garage Leased Premises at a price equal to the sum of (i) the amount required to enable the Lessor to pay all indebtedness incurred with respect to the Garage Leased Premises, including the 2024D Bonds and any indebtedness incurred to refinance such indebtedness, together with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and (ii) the cost of transferring the Garage Leased Premises.

(b) Upon request of the Lessee exercising such option made not less than sixty (60) days prior to the requested date of purchase, the Lessor shall furnish an itemized statement setting forth the amounts required to purchase the Garage Leased Premises in accordance with Section 11(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the 2024D Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Garage Leased Premises, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Garage Lease. In the event of purchase of the Garage Leased Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

12. <u>TRANSFER TO THE LESSEE</u>. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Garage Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Garage Lease, the Garage Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Garage Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City or the Developer) designated by the Lessee, all of Lessor's title to the Garage Leased Premises, or such portion thereof.

13. DEFAULTS AND REMEDIES.

(a) If the Lessee shall default in the (i) payment of any rentals or other sums payable to the Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, or may authorize or delegate the authority to file a suit or make appropriate claims, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Garage Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

(b) The exercise by the Lessor of the above right to terminate this Garage Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Garage Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. NOTICES. Whenever either party shall be required to give notice to the other under this Garage Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Fishers Town Hall Building Corporation, Attention: President, Three Municipal Drive, Fishers, Indiana 46038; (b) to Lessee: Fishers Redevelopment Commission, Attention: President, Three Municipal Drive, Fishers, Indiana 46038. The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. SUCCESSORS OR ASSIGNS. All covenants in this Garage Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

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

17. MISCELLANEOUS. This Garage Lease may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Garage Lease shall be governed by, and construed in accordance with, the laws of the State of Indiana. All

proceedings arising in connection with this Garage Lease 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. The captions included throughout this Garage Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Garage Lease.

18. CONSTRUCTION OF COVENANTS. All provisions herein contained shall be construed in accordance with the provisions of the EDC Act and the Redevelopment Act (collectively, the "Act"), and to the extent of inconsistencies, if any, between the covenants and agreements in this Garage Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Garage Lease.

19. TIME. Time is of the essence for this Garage Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State of Indiana, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in the State of Indiana.

20. FUTURE AMENDMENTS. No agreement shall be effective to modify this Garage Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Garage Lease to be executed for and on their behalf as of the day and year first hereinabove written.

LESSOR

FISHERS TOWN HALL BUILDING CORPORATION

By:__________________________________
President

ATTEST:

____
Secretary

LESSEE

FISHERS REDEVELOPMENT COMMISSION

By:__________________________________
President

ATTEST:

____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _________ and _________, personally to me to be the President and Secretary, respectively, of the Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

____

My County of Residence is:

____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _________ and _________ personally known to me to be the President and Secretary, respectively, of the Fishers Redevelopment Commission, and acknowledged the execution of the foregoing lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of _________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: ____________________________________

My County of Residence is: ____________________________________

This instrument prepared by Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, IN 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

EXHIBIT A

REAL ESTATE DESCRIPTION

The Real Estate shall generally consist of all or a portion of the Garage Parcel on the attached depiction. This general description of the Real Estate shall be replaced with formal legal descriptions of the Real Estate on or prior to the date of issuance of the 2024D Bonds.

EXHIBIT B

ADDENDUM TO GARAGE LEASE BETWEEN
FISHERS TOWN HALL BUILDING CORPORATION, LESSOR,
AND FISHERS REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this _____day of _______, ________, by and between Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Fishers Redevelopment Commission, the governing body of the City of Fishers Department of Redevelopment (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Garage Lease with the Lessee, dated as of _________ __, 2024 (the "Garage Lease"); and

WHEREAS, it is provided in the Garage Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned as follows:

Section 1. The Annual Rental. The adjusted rental is set forth on Appendix A attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first hereinabove written.

LESSOR

FISHERS TOWN HALL BUILDING CORPORATION

By:_________________________________
President

ATTEST:

____
Secretary

LESSEE

FISHERS REDEVELOPMENT COMMISSION

By:_________________________________
President

ATTEST:

____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ___________ and ___________, personally to me to be the President and Secretary, respectively, of the Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of __________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

______________________________ ______________________________

STATE OF INDIANA)
) SS:
COUNTY OF __________)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________________ and ________________ personally known to me to be the President and Secretary, respectively, of Fishers Redevelopment Commission, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of ________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

_____________________________________ _____________________________________

This instrument prepared by Richard J. Hall, Esquire, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

APPENDIX A TO ADDENDUM TO GARAGE LEASE

RENTAL SCHEDULE

Payment Date	Amount

EXHIBIT C

ADDENDUM TO GARAGE LEASE
FISHERS TOWN HALL BUILDING CORPORATION, LESSOR,
AND FISHERS REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this “Addendum”), entered into as of this ____day of ____________, ______, by and between Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the “Lessor”), and the Fishers Redevelopment Commission, the governing body of the City of Fishers Department of Redevelopment (the “Lessee”);

WITNESSETH:

WHEREAS, the Lessor entered into a Garage Lease with the Lessee, dated as of __________, 2024 (the “Garage Lease”); and

WHEREAS, it is provided in the Garage Lease that there shall be endorsed thereon the date the Improvements, as defined therein, are complete and ready for occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date all of the Improvements are complete and ready for occupancy is __________, ______.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Garage Lease to be executed for and on their behalf as of the day and year first hereinabove written.

LESSOR

FISHERS TOWN HALL BUILDING CORPORATION

By:________________________________
President

ATTEST:

____
Secretary

LESSEE

FISHERS REDEVELOPMENT COMMISSION

By:________________________________
President

ATTEST:

____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________________ and ________________ personally known to me to be the President and Secretary, respectively, of Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____day of ________, 20__.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

______________________________________ ______________________________________

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________________ and ________________ personally known to me to be the President and Secretary, respectively, of Fishers Redevelopment Commission, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of ________, 20___.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

______________________________________ ______________________________________

This instrument prepared by Richard H. Hall, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, IN 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

PUBLIC LEASE

by and between

FISHERS TOWN HALL BUILDING CORPORATION, as Lessor

and

FISHERS REDEVELOPMENT COMMISSION, as Lessee

Dated as of ________ ___, 2024

<u>LEASE</u>

THIS LEASE (this "Public Lease"), entered into as of this ___ day of ________, 2024, by and between the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Fishers Redevelopment Commission (the "Lessee"), the governing body of the City of Fishers Department of Redevelopment, acting for and on behalf of the City of Fishers, Indiana (the "City");

WITNESSETH:

WHEREAS, the Lessor exists for the purpose, among others, of the financing and leasing of buildings and other capital improvements in the City; and

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with IC 36-7-14 (the "Redevelopment Act"); and

WHEREAS, to foster economic development in the City, the Lessor, and the Lessee desire to provide desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility, and other infrastructure improvements, and the completion of related improvements by CityView Fishers, LLC (the "Developer"), all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west in the City (collectively, the "Project"), in accordance with the Project Agreement, between the Developer, the City, the Lessor, the Lessee, and the City of Fishers Economic Development Commission, dated as of July 13, 2023 (the "Project Agreement"); and

WHEREAS, as further described in the Project Agreement, a portion of the costs of the acquisition and construction of the Project will be financed by the proceeds of bonds to be issued by the City in a maximum original issued amount not to exceed Twenty-Three Million Dollars ($23,000,000) (the "2024D Bonds"), pursuant to IC 36-7-11.9 and 12 (the "EDC Act") and a Trust Indenture, to be dated as of the first day of the month in which the 2024D Bonds are sold (the "2024D Indenture"), between the City and the financial institution selected to serve as bond trustee (the "Trustee"); and

WHEREAS, the proceeds of the 2024D Bonds will be loaned by the City to the Lessor pursuant to a Loan Agreement to be dated as of the first day of the month in which the 2024D Bonds are sold (the "2024D Loan Agreement"), by and between the City and the Lessor; and

WHEREAS, pursuant to the Project Agreement, the Lessor shall use the proceeds of the 2024D Bonds to finance all or a portion of the obligations of the City, the Lessor and the Lessee under the Project Agreement; and

WHEREAS, the 2024D Bonds will be payable solely from payments made by the Lessor pursuant to the 2024D Loan Agreement; and

WHEREAS, the Lessor's obligations under the 2024D Loan Agreement will be payable solely from the annual rentals to be paid by the Lessee under this Public Lease and the Garage Lease, dated as of ________ __, 2024, between the Lessor, as lessor and the Lessee, as lessee (the "Garage Lease"), and such payments by the Lessee under this Public Lease and the Garage Lease will be assigned by the Lessor to the Trustee to pay debt service on and other necessary incidental expenses related to the 2024D Bonds; and

WHEREAS, the Lessee has previously adopted and amended resolutions designating a certain area of the City known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Economic Development Area") as an economic development area under Section 41 of the Redevelopment Act and approving an economic development plan for the Economic Development Area; and

WHEREAS, the Lessee has previously adopted and amended resolutions designating portions of the Economic Development Area known as the "CityView Allocation Area", the "Downtown Allocation Area", the "Allisonville Corridor Allocation Area", the "116th Street Allocation Area", the "Fishers Tech Park Allocation Area", the "Sun King Allocation Area", the "126th & Cumberland Allocation Area", the "River Place Allocation Area", the "District South Allocation Area", and the "Britton Park Allocation Area" (the "Allocation Areas") as allocation areas under Section 39 of the Redevelopment Act; and

WHEREAS, the Lessee reasonably expects, but is not legally required, to pay lease payments under this Public Lease from any revenues legally available to the Lessee, including certain tax increment revenues received by the Lessee, pursuant to Indiana Code 36-7-14-39 from the Allocation Areas; and

WHEREAS, pursuant to Indiana Code 36-7-14-27 the Lessee has the authority to levy a special benefits tax upon all property in the City of Fishers Redevelopment District (the "District"); and

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described in Exhibit A (such real estate, together with any roads or other improvements that, on the date hereof, are located thereon, collectively, the "Public Leased Premises"), and such interests shall be for a term no less than the term of this Public Lease; and

WHEREAS, the value of the Public Leased Premises is estimated to be not less than Ten Million Dollars ($10,000,000); and

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Redevelopment Act and after notice given pursuant to Ind. Code § 5-3-1, that the lease rentals provided for in this Public Lease are fair and reasonable, that the execution of this Public Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Council has by ordinance approved this Public Lease; and

WHEREAS, the Lessor has duly authorized the execution of this Public Lease.

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

The Lessor does hereby lease, demise and let to Lessee all of the Lessor's right, title and interests in and to the Public Leased Premises.

TO HAVE AND TO HOLD the Public Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date of issuance of the 2024D Bonds and ending on the day prior to a date not later than twenty (20) years after the date of issuance of the 2024D Bonds. However, the term of this Public Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Public Leased Premises pursuant to Section 10 and the payment of the option price, or (b) the payment or defeasance of all 2024D Bonds issued (i) to finance the cost of the Public Leased Premises, (ii) to refund all or a portion of such 2024D Bonds, (iii) to refund all or a portion of such refunding 2024D Bonds, or (iv) to improve the Public Leased Premises; provided that no 2024D Bonds or other obligations of the Lessor issued to finance the Public Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Public Leased Premises and the Lessor warrants and will defend the Public Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Public Leased Premises may be amended to add additional property to the Public Leased Premises or remove any portion of the Public Leased Premises, provided however, following such amendment, the rentals payable under this Public Lease shall be based on the value of the portion of the Public Leased Premises which is available for use, and the rental payments due under this Public Lease, together with rental payments due under the Garage Lease, shall be in amounts sufficient to pay when due all principal of and interest on all outstanding 2024D Bonds. In the event that all or a portion of the Public Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend this Public Lease to add to and/or replace a portion of the Public Leased Premises to the extent necessary to provide for available Public Leased Premises with a value supporting rental payments under this Public Lease, together with rental payments due under the Garage Lease, sufficient to pay when due all principal of and interest on outstanding 2024D Bonds.

2. LEASE RENTAL. (a) Fixed Rental Payments. The Lessee agrees to pay rental for the Public Leased Premises at a rate per year during the term of the Public Lease not to

exceed Nine Hundred Fifteen Thousand Dollars ($915,000) payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Public Leased Premises which are available for use and occupancy by the Lessee at the time such semi-annual installment is made. The first rental installment shall be due on a July 15 or January 15, determined on the date of issuance of the 2024D Bonds, but not earlier than _______ ___, 202__. Thereafter, such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year. The last semi-annual rental payment due before the expiration of this Public Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Public Lease.

After the sale of the 2024D Bonds, the annual rental shall be reduced to an amount which, together with lease rentals payable by the Lessee under the Garage Lease, is sufficient to pay principal and interest due in each twelve (12) month period commencing each year on July 15 rounded up to the next One Thousand Dollars ($1,000), plus Five Thousand Dollars ($5,000) each year, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Public Leased Premises which are available for use by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Public Lease at the end hereof in the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the 2024D Bonds, and such endorsement shall be recorded as an addendum to this Public Lease.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Public Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Public Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the 2024D Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase 2024D Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the 2024D Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Public Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Fixed Annual Rentals and the Additional Rentals shall be payable solely from the revenues of the special benefits tax levied by the Lessee pursuant to Indiana Code 36-7-14-27 upon all property in the District (the "Special Tax Revenues"). The Lessee may pay the Fixed Annual Rentals and the Additional Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee, including certain tax increment revenues received by the Commission, pursuant to IC 36-7-14-39, from the Allocation Areas; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the Special Tax Revenues received by the Lessee.

3. PAYMENT OF RENTALS. All rentals payable under the terms of this Public Lease shall be paid to the Trustee under the 2024D Indenture securing the 2024D Bonds. Any successor trustee under the 2024D Indenture shall be endorsed on this Public Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Public Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. DAMAGE TO PREMISES; ABATEMENT OF RENT. If any part of the Public Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild that portion of the Public Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the condemnation proceeds received by the Lessor.

If any part of the Public Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Public Leased Premises or such part thereof is unfit or unavailable for use or occupancy, and the abatement shall be in proportion to the percentage of the Public Leased Premises which is unfit or unavailable for use or occupancy.

5. OPERATION, MAINTENANCE AND REPAIR. The Lessee may enter into agreements with one or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Public Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Public Leased Premises. At the end of the term of this Public Lease, the Lessee shall deliver the Public Leased Premises

to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. INSURANCE. During the full term of this Public Lease, the Lessee shall, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Public Leased Premises in an amount not less than One Million Dollars ($1,000,000) on account of each occurrence with one or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Public Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Public Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. EMINENT DOMAIN. If title to or the temporary use of the Public Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the 2024D Indenture.

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Public Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Public Leased Premises and which are in furtherance of the purposes of the Redevelopment Act and the EDC Act (the improvements shall be deemed a part of the Public Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the 2024D Indenture and applied to the repayment of the 2024D Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Public Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Public Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. GENERAL COVENANT. The Lessee shall not assign this Public Lease or mortgage, pledge or sublet the Public Leased Premises herein described without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Public Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. OPTION TO RENEW. The Lessor hereby grants to the Lessee the right and option to renew this Public Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Public Lease.

10. OPTION TO PURCHASE.

The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Public Leased Premises, or any portion thereof, at a price equal to the amount required to redeem the 2024D Bonds, or such portion thereof corresponding to the portion of the Public Leased Premises being purchased (including indebtedness incurred for the refunding of the 2024D Bonds), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Public Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Public Lease.

In the event of purchase of the Public Leased Premises by the Lessee or conveyance of the Public Leased Premises to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Public Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

11. TRANSFER TO THE LESSEE. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 9, and has not exercised its option to purchase the Public Leased Premises, or any portion thereof, in accordance with the provisions of Section 10, and upon the full discharge and performance by the Lessee of its obligations under this Public Lease, the Public Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Public Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Public Leased Premises, or such portion thereof.

12. DEFAULTS AND REMEDIES. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Public Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Public Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Public Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. NOTICES. Whenever either party shall be required to give notice to the other under this Public Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Fishers Town Hall Building Corporation, Attention: President, Three Municipal Drive, Fishers, Indiana 46038; (b) to Lessee: Fishers Redevelopment Commission, Attention: President, Three Municipal Drive, Fishers, Indiana 46038.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

14. SUCCESSORS OR ASSIGNS. All covenants in this Public Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. MISCELLANEOUS. This Public Lease may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Public Lease shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Public Lease 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. The captions included throughout this Public Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Public Lease.

16. CONSTRUCTION OF COVENANTS. All provisions herein contained shall be construed in accordance with the provisions of the EDC Act and the Redevelopment Act (collectively, the "Act"), and to the extent of inconsistencies, if any, between the covenants and agreements in this Public Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Public Lease.

17. TIME. Time is of the essence for this Public Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State of Indiana, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in the State of Indiana.

18. FUTURE AMENDMENTS. No agreement shall be effective to modify this Public Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Public Lease to be executed for and on their behalf as of the day and year first hereinabove written.

LESSOR

FISHERS TOWN HALL BUILDING CORPORATION

By:__________________________________

President

ATTEST:

____

Secretary

LESSEE

FISHERS REDEVELOPMENT COMMISSION

By:__________________________________

President

ATTEST:

____

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________ and ________, personally to me to be the President and Secretary, respectively, of the Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of ________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

____________________________________ ____________________________________

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________ and ________ personally known to me to be the President and Secretary, respectively, of the Fishers Redevelopment Commission, and acknowledged the execution of the foregoing lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of ________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: ______________________________

My County of Residence is: ______________________________

This instrument prepared by Richard H. Hall, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, IN 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

EXHIBIT A

REAL ESTATE DESCRIPTION

The Public Leased Premises shall consist of all or a portion of 116th Street between Hoosier Road and Wedgeport Lane, including any related improvements and fixtures located thereon. This general description shall be replaced with a more detailed description of the Public Leased Premises on or prior to the date of issuance of the 2024D Bonds.

EXHIBIT B

ADDENDUM TO PUBLIC LEASE BETWEEN
FISHERS TOWN HALL BUILDING CORPORATION, LESSOR,
AND FISHERS REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this _____day of _______, ________, by and between Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Fishers Redevelopment Commission, the governing body of the City of Fishers Department of Redevelopment (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Public Lease with the Lessee, dated as of ________ __, 2024 (the "Public Lease"); and

WHEREAS, it is provided in the Public Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned as follows:

Section 1. The Annual Rental. The adjusted rental is set forth on Appendix A attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first hereinabove written.

LESSOR

FISHERS TOWN HALL BUILDING CORPORATION

By:________________________________
President

ATTEST:

____
Secretary

LESSEE

FISHERS REDEVELOPMENT COMMISSION

By:________________________________
President

ATTEST:

____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ___________ and ___________, personally to me to be the President and Secretary, respectively, of the Fishers Town Hall Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of __________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires:

____

My County of Residence is:

____

STATE OF INDIANA)
) SS:
COUNTY OF __________)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________________ and ________________ personally known to me to be the President and Secretary, respectively, of Fishers Redevelopment Commission, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said commission.

WITNESS my hand and notarial seal this ____day of ________, 2024.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

_____________________________________ _____________________________________

This instrument prepared by Richard J. Hall, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. */s/ Richard J. Hall*

APPENDIX A TO ADDENDUM TO PUBLIC LEASE

RENTAL SCHEDULE

Payment Date	Amount

LOAN AGREEMENT

BETWEEN

FISHERS TOWN HALL BUILDING CORPORATION

AND

CITY OF FISHERS, INDIANA

Dated as of _________ ___, 2024

Certain of the rights of the Issuer hereunder have been assigned to _______________, as Trustee under a Trust Indenture dated as of the date hereof, from the Issuer.

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LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of ________ __, 2024 (the "2024D Loan Agreement") between FISHERS TOWN HALL BUILDING CORPORATION, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana (the "Borrower"), and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "Issuer").

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom to an individual or an entity for the purpose of financing costs of construction of economic development facilities, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, to foster economic development, the Issuer and the Borrower desire to provide for the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project") to be constructed in accordance with the Project Agreement, among CityView Fishers, LLC (and any affiliate of such entity, the "Developer"), the Issuer, the Borrower, the Fishers Redevelopment Commission (the "Redevelopment Commission"), and the Fishers Economic Development Commission (the "Commission"), dated as of July 13, 2023 (the "Project Agreement"); and

WHEREAS, pursuant to the Project Agreement, the Issuer has agreed to issue bonds to finance the costs of the construction of a portion of the Project and related improvements; and

WHEREAS, the Issuer, upon finding that the Project and the proposed financing of portions thereof will create additional employment opportunities in the Issuer; will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana, and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing of the Project; and

WHEREAS, to assist in the completion of the Project, the Issuer desires to issue its Taxable Economic Development Revenue Bonds, Series 2024D (CityView Additional) in the aggregate principal amount of $_________ (the "Series 2024D Bonds") pursuant to the Indenture, between the Issuer and __________________, as trustee (the "Trustee"), dated ________ ___, 2024 (the "2024D Indenture"), and to lend the proceeds of the Series 2024D Bonds pursuant to the provisions of this 2024D Loan Agreement for the purpose of paying certain costs of the Project, and a reserve fund; and

WHEREAS, this 2024D Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2024D Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2024D (the "Series 2024D Note") in substantially the form attached hereto as Exhibit A;

WHEREAS, pursuant to the 2024D Indenture, the Issuer will pledge and assign the Series 2024D Note and assign certain of its rights under this 2024D Loan Agreement to the Trustee as security for the Series 2024D Bonds;

WHEREAS, the Bonds issued under the 2024D Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Series 2024D Note and any other Notes issued hereunder (collectively, the "Notes"); (ii) Bond proceeds, or (iii) investment earnings on each of the foregoing funds;

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into a Public Lease, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, dated as of ________ ___, 2024, as amended, with respect to the portion of with respect to all or a portion of ______________________, including related improvements and fixtures located thereon, in the Issuer (the "Public Lease"); and

WHEREAS, to provide for the financing and construction of portions of the Project, the Borrower has entered into a Garage Lease, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, dated as of ________ ___, 2024, as amended, with respect to certain real estate within the Issuer and a parking garage and related improvements to be constructed thereon (the "Garage Lease" and collectively with the Public Lease, the "Leases")

WHEREAS, pursuant to such IC 36-7-14-25.5, the lease rentals under the Leases are payable Special Tax Revenues (as defined herein), or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission, including from the TIF Revenues (as defined herein); and

WHEREAS, the Notes issued under this 2024D Loan Agreement will be payable from the lease rentals received by the Borrower from the Redevelopment Commission under the Leases (the "Lease Rentals").

PRELIMINARY STATEMENT AND GRANTING CLAUSES

In consideration of the premises, the loan of the proceeds of the Series 2024D Bonds to be made by the Issuer, the acceptance of the Series 2024D Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this 2024D Loan Agreement.

This 2024D Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this 2024D Loan Agreement to be kept, performed and observed by the Borrower, then this 2024D Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

In consideration of the premises, the loan of the proceeds of the Series 2024D Bonds to be made by the Issuer, the acceptance of the Series 2024D Note by the Issuer, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Notes and the performance of all the covenants of the Borrower contained herein, the Borrower has executed and delivered this 2024D Loan Agreement and by these presents does assign, grant, mortgage and warrant, and grant a security interest in, to the Issuer and its successors and assigns forever, all of the following described property:

(i) All moneys and securities from time to time held by the Issuer or the Trustee under the terms of this 2024D Loan Agreement or the 2024D Indenture; and

(ii) All right, title and interest of the Borrower in the Leases, including the Lease Rentals; and

(iii) All other properties and moneys hereafter pledged to the Trustee by the Borrower to the extent of that pledge.

TO HAVE AND TO HOLD all and singular, the above described property (the "Security"), whether now owned or hereafter acquired, unto the Issuer, its successors and assigns forever; provided, however, that this 2024D Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this 2024D Loan Agreement to be kept, performed and observed by the Borrower, then this 2024D Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the Issuer hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this 2024D Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

“Act” means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

“Additional Bonds” means the additional bonds authorized to be issued by the Issuer pursuant to Section 2.8 of the 2024D Indenture and any bonds issued in substitution or replacement therefor.

“Annual Fees” means the annual fees charged by the Trustee for services provided as the trustee and paying agent under the 2024D Indenture.

“Authorized Borrower Representative” means the Mayor or the Controller of the Issuer, or such other individuals designated by a resolution of the Borrower.

“Bond Counsel” means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

“Bondholder” or “owner of a Bond” or any similar term means the owner of a Bond.

“Bonds” means the Series 2024D Bonds, the Additional Bonds and any other bonds issued under the 2024D Indenture.

“Borrower” means Fishers Town Hall Building Corporation, a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, and its successors or assigns hereunder.

“Commission” means the City of Fishers Economic Development Commission.

“Construction Fund” means the Construction Fund established in Section 4.3 of the 2024D Indenture.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Borrower.

[“Credit Facility” means any letter of credit, revolving credit agreement, surety bond, reserve fund surety policy, insurance policy or other similar credit or liquidity agreement or instrument.]

[“Credit Provider” means the issuer of any Credit Facility and its successor in such capacity and their assigns, as provided in the 2024D Indenture.]

“Developer” means CityView Fishers, LLC and any affiliates or successors and assigns of such entity under the Project Agreement.

“Financed Project Costs” shall have the meaning assigned in the 2024D Indenture.

“Garage Lease” means the Garage Lease, dated as of ________ ___, 2024, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

“Garage Leased Premises” means the Garage Leased Premises as such term is defined in the Garage Lease.

“Government Obligations” means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's Investors Service ("Moody's"), Standard & Poors Rating Group ("S&P") or Fitch Ratings ("Fitch") and (ii) in the event that any bonds are defeased with such obligations in whole or in part those Bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch.

"Issuer" means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State or any successor to its rights and obligations under this 2024D Loan Agreement.

"Leases" means collectively, the Garage Lease and the Public Lease

"Lease Rentals" means Lease Rentals made by the Redevelopment Commission as a lessee under the Leases.

"Leased Premises" means collectively, the Garage Leased Premises and the Public Leased Premises.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 2024D Bonds.

"Note" or "Notes" means the Series 2024D Note, and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

"Outstanding," with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the 2024D Indenture and with reference to Notes, means all notes theretofore issued and not yet paid and discharged under the terms of this 2024D Loan Agreement.

"Project" means certain economic development facilities, consisting of the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west, as further described in the Project Agreement.

"Project Agreement" means the Project Agreement, among the Developer, the Issuer, the Borrower, the Redevelopment Commission, and the Commission, dated as of July 13, 2023, and all supplements or amendments thereto.

"Public Lease" means the Public Lease, dated as of ________ ___, 2024, between the Borrower, as lessor, and the Redevelopment Commission, as lessee, and all amendments and supplements thereto.

"Public Leased Premises" means the Public Leased Premises as such term is defined in the Public Lease.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation and for any amounts above the insurance limits of the Federal Deposit Insurance Corporation, are collateralized by obligations described in (i) hereof; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest category by Moody's or S&P, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's or S&P, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the Fishers Redevelopment Commission.

["Reserve Fund Reimbursement Obligation" shall mean any obligation to reimburse the Credit Provider of any Series 2024D Reserve Fund Credit Facility for any payment made under such Series 2024D Reserve Fund Credit Facility or any other obligation to repay any amounts (including, but not limited to, fees or additional interest) owing to the Credit Provider.]

["Series 2024D Debt Service Reserve Fund" means the fund established by the Issuer as set forth in Section 4.4 of the 2024D Indenture.]

[“Series 2024D Debt Service Reserve Requirement” means an amount equal to the maximum annual debt service on the Series 2024D Bonds, in the amount of $________].

“Series 2024D Bonds” means the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Additional).

[“Series 2024D Reserve Fund Credit Facility” means any Credit Facility issued or provided by a Credit Provider, (i) which may be deposited in the Series 2024D Debt Service Reserve Fund in lieu of or in partial substitution for cash or Qualified Investments to be on deposit therein, and (ii) which shall be payable (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from such reserve account in which such Credit Facility is deposited and applied to the payment of the principal of or interest on the Series 2024D Bonds to which such Credit Facility relates.]

“Special Tax Revenues” means revenues received from a special tax levied and collected by the Redevelopment Commission on all taxable property within the geographical boundaries of the City of Fishers Redevelopment District pursuant to Indiana Code 36-7-14-27.

“TIF Revenues” means the revenues received by the Redevelopment Commission pursuant to Indiana Code 36-7-14-39 from the CityView Allocation Area, the Downtown Allocation Area, the Allisonville Corridor Allocation Area, the 116th Street Allocation Area, the Fishers Tech Park Allocation Area, the Sun King Allocation Area, the 126th & Cumberland Allocation Area, the River Place Allocation Area, the District South Allocation Area, and the Britton Park Allocation Area each of which are within the Consolidated Fishers/I-69 Economic Development Area.

“Trustee” means the trustee and/or co-trustee at the time serving as such under the 2024D Indenture, and shall initially mean ______________________, with a designated corporate trust office in Indianapolis, Indiana.

“2024D Bond Fund” means the Bond Fund established by Section 4.2 of the 2024D Indenture.

“2024D Indenture” means the Trust Indenture dated as of ________ 1, 2024, between the Issuer and the Trustee and all amendments and supplements thereto.

Section 1.2. Rules of Interpretation. For all purposes of this 2024D Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) “This 2024D Loan Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this 2024D Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the 2024D Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this 2024D Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibit. The following Exhibit is attached to and by reference made a part of this 2024D Loan Agreement.

Exhibit A. Form of Series 2024D Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 2024D BOND PROCEEDS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) Issuer is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this 2024D Loan Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this 2024D Loan Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Issuer agrees to provide funds from the issuance of the Series 2024D Bonds to loan to the Borrower for financing of the Financed Project Costs for the benefit of the holders of the Bonds, to create additional employment opportunities in the Issuer and to benefit the health, safety, morals and general welfare of the citizens of the Issuer and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this 2024D Loan Agreement and the Series 2024D Note to the Trustee.

(c) The Issuer represents that the Lease Rentals under the Leases are payable from the Special Tax Revenues, or at the Redevelopment Commission's option, any other revenues legally available to the Redevelopment Commission, including the TIF Revenues.

(d) The Issuer represents that the Series 2024D Note will be assigned to the Trustee pursuant to the 2024D Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 2024D Note has not been registered under the Securities Act of 1933.

Section 2.2. Representations by Borrower. Borrower represents and warrants that:

(a) The Borrower is a nonprofit corporation duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this 2024D Loan Agreement and the Series 2024D Note, has full power to enter into and perform its obligations under this Agreement and the Series 2024D Note, and by proper action has duly authorized the execution and delivery of this 2024D Loan Agreement and the issuance of the Series 2024D Note.

(b) All of the proceeds from the Series 2024D Bonds (including any income earned on the investment of such proceeds) will be used for Financed Project Costs.

(c) Pursuant to the terms of the Project Agreement, the Project will be operated as an economic development facility under the Act, until the expiration or termination of this 2024D Loan Agreement.

(d) Neither the execution and delivery of this 2024D Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2024D Note nor the fulfillment of or compliance with the terms and conditions of this 2024D Loan Agreement, will contravene the Borrower's articles of incorporation or bylaws or any law or any governmental rule, regulation or order currently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this 2024D Loan Agreement and the Series 2024D Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This 2024D Loan Agreement and the Series 2024D Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this 2024D Loan Agreement or the Series 2024D Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this 2024D Loan Agreement or the Series 2024D Note.

Section 2.3. <u>Loan of Series 2024D Bond Proceeds by Issuer</u>. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2024D Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 of the 2024D Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 2024D Note substantially in the form attached hereto as <u>Exhibit A</u>.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Series 2024D Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the 2024D Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.2, 3.6 and 3.8 hereof, and to execute and deliver supplements and amendments to this 2024D Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Notes and this 2024D Loan Agreement, according to the true intent and meaning thereof and hereof as follows: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the 2024D Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the 2024D Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the 2024D Bond Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption, or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the 2024D Indenture; provided however, notwithstanding any other provision in this 2024D Loan Agreement, the Borrower's obligation to make payments on the Notes shall be payable solely from the Lease Rentals received by the Borrower under the Leases. Section 4.4 of the 2024D Indenture provides that the Issuer shall deposit in the 2024D Bond Fund on or before each January 15 and July 15, beginning on ________15, 202__, the Lease Rentals assigned to the Trustee pursuant to this 2024D Loan Agreement, for the payment of the Series 2024D Bonds. Such transfers shall be a credit against and serve to reduce the Borrower's obligations to make payments under the Notes and this 2024D Loan Agreement.

(b) The Borrower also agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all fees and charges of the Trustee incurred under the 2024D Indenture, including Annual Fees, as and when the same become due; (ii) all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Bonds; (iii) all expenses incurred in connection with the enforcement of any rights under the 2024D Loan Agreement or the 2024D Indenture by the Issuer, the Trustee or the Bondholders; and (iv) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this 2024D Loan Agreement; provided, however, that the Borrower may, without creating a default under this 2024D Loan Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments required to be made by Borrower pursuant hereto and to the Notes shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising.

(d) It is understood and agreed that all payments made by Borrower pursuant to this Section 3.2 and the Notes are pledged to Trustee pursuant to the granting clauses of the 2024D Indenture. Borrower assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer or Trustee of any obligation to Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to Borrower by Issuer. Issuer hereby directs Borrower and Borrower hereby agrees to pay to the Paying Agent at its principal office all amounts payable by Borrower pursuant to this Section 3.2 and the Notes.

(e) Notwithstanding any provision to the contrary in the 2024D Loan Agreement, any and all obligations of the Borrower to make payments on the Notes or under this 2024D Loan Agreement shall be payable solely from the Lease Rentals received by the Borrower pursuant to the terms of the Leases.

Section 3.3. Insurance. The Borrower covenants that it will maintain, or cause to maintained pursuant to the terms of the Leases, combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars ($1,000,000) on account of each occurrence with one or more good and responsible insurance companies.

Such insurance policies shall be maintained in good and responsible commercial insurance companies, and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana (notwithstanding anything contained herein or in the Leases, the Trustee shall not be required to ascertain residency of any insurance agent), and shall be for the benefit, as their interests shall appear, of the Trustee, the Borrower and other persons having an insurable interest in the insured property. The policies described in this Sections 3.3 shall clearly indicate that any proceeds under the policies relative to the Leased Premises shall be payable to the Trustee, and the Trustee is hereby authorized to demand, collect and receipt for and recover any and all insurance moneys which may become due and payable under any of said policies of insurance and to prosecute all necessary actions in the courts to recover any such insurance moneys; provided, however, that the Trustee may require, as a condition of demanding, collecting, receiving and recovering any insurance moneys or presenting such actions, full indemnification against the expense thereof and payment of the means therefor.

Section 3.4. Reconstruction or Substitution of Leased Premises.

If all or a portion of the Leased Premises shall be subject to condemnation, the Borrower shall have certain rights and obligations to reconstruct or substitute other property for such Leased Premises, pursuant to and subject to the terms and conditions set forth in the Leases.

Section 3.5. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.6. Payment of Reasonable Expenses of Issuance of Series 2024D Bonds. Pursuant to Section 4.3(c) of the 2024D Indenture, a portion of the proceeds of the Series 2024D Bonds will be used to pay fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Borrower, the Redevelopment Commission, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 2024D Bonds.

Section 3.7. Funding of Indenture Funds; Investments. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 2024D Bonds in the manner specified in Section 3.1 of the 2024D Indenture, and the Trustee shall deposit such proceeds in the manner specified in Section 3.1 of the 2024D Indenture. The Borrower and the Issuer agree that all moneys in any Fund established by the 2024D Indenture may, at the written direction of the Borrower, be invested in Qualified Investments. The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the 2024D Indenture.

Section 3.8. Other Amounts Payable by the Borrower. To the extent the Borrower receives Lease Rentals under the Leases, the Borrower covenants and agrees to pay the following:

(a) All fees, charges and expenses, including Annual Fees and reasonable agent and counsel fees and expenses, of the Trustee incurred under the 2024D Indenture, as and when the same become due.

(b) All costs incident to the payment of the principal of, premium, if any, and interest on the Series 2024D Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Series 2024D Bonds.

(c) [An amount sufficient to restore the Series 2024D Debt Service Reserve Fund and to satisfy any Reserve Fund Reimbursement Obligation for all draws under the Series 2024D Reserve Fund Credit Facility, in accordance with Section 4.4 of the 2024D Indenture.]

(d) An amount sufficient to reimburse the Issuer for all expenses incurred by the Issuer under this 2024D Loan Agreement and in connection with the performance of its obligations under this 2024D Loan Agreement or the 2024D Indenture.

(e) All reasonable expenses incurred in connection with the enforcement of any rights under this 2024D Loan Agreement or the 2024D Indenture by the Issuer, the Trustee or the Bondholders.

(f) All other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the 2024D Loan Agreement.

Section 3.9. Credits on Notes. Notwithstanding any provision contained in this 2024D Loan Agreement or in the 2024D Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV with respect to partial prepayment of the Note, any moneys deposited by the Trustee in the 2024D Bond Fund for payment on the Bonds (including without limitation any Lease Rentals) shall be credited against the obligation of the Borrower to pay the principal, premium, if any, and interest on the Notes as the same become due; and

(b) The principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in connection with any mandatory sinking fund payment for any series of Bonds subject to a mandatory sinking fund requirement.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF SERIES 2024D NOTE; INSURANCE

Section 4.1. Optional Prepayment. The Series 2024D Note may be prepaid, in whole or in part, without premium, plus in each case accrued interest to the date fixed for redemption, on such dates and in such amounts as correspond to the optional redemption of the Series 2024D Bonds pursuant to Section 5.1(a) of the 2024D Indenture.

To exercise such option to prepay the Series 2024D Note, in whole or in part, the Borrower must deposit or cause funds to be deposited with the Trustee sufficient to pay the principal of, premium, if any, and accrued interest on the portion of the Series 2024D Note to be prepaid and the corollary redemption of the Series 2024D Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 2024D Bonds shall be credited against the installment or installments of principal due on the Series 2024D Note corresponding to the maturity of the Series 2024D Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 2024D Note obligation with respect thereto.

The Borrower shall give the Trustee not less than forty-five (45) days prior written notice of any prepayment of the Series 2024D Note pursuant to this Section 4.1, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 2024D Bonds in the amounts corresponding to the Series 2024D Note to be prepaid.

Section 4.2. Mandatory Prepayment Upon Extraordinary Mandatory Redemption. In the event the Trustee calls the Series 2024D Bonds for extraordinary mandatory redemption pursuant to Section 5.1(b) of the 2024D Indenture, the Borrower shall deliver to the Trustee any condemnation proceeds related to the condemnation of all or any portion of the Leased Premises. The extraordinary mandatory redemption of Series 2024D Bonds with such proceeds shall be deemed prepayment of the Notes in the same amount as Series 2024D Bonds redeemed.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) failure of the Borrower to make any payment required to be made by it under Section 3.2 hereof, within ten (10) days after the noticed due date;

(ii) failure of the Borrower to deliver to the Trustee, or cause to be delivered on its behalf, the moneys needed to redeem any outstanding Bonds in the manner and upon the date as provided in Article IV of this Agreement;

(iii) failure of the Borrower to observe and perform any other agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of 30 days after notice thereof shall have been given to the Borrower by the Issuer or the Trustee, or for such longer period as the Issuer may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion;

(iv) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs and the same is not dismissed within sixty (60) days after entry; or the filing and pendency for sixty (60) days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(v) the commencement by the Borrower of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing; or

(vi) Any event of default under Section 7.1 of the 2024D Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the 2024D Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Acceleration. If acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.2 of the 2024D Indenture, the Trustee, upon receipt of indemnity satisfactory to the Trustee, shall declare all Loan Payments to be immediately due and payable, whereupon the same shall become immediately due and payable. Notwithstanding anything in the Notes, the 2024D Indenture, or this 2024D Loan Agreement to the contrary, the Redevelopment Commission's obligation to pay Lease Rentals shall not be subject to acceleration.

(ii) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may in its discretion, upon receipt of indemnity satisfactory to the Trustee, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes, this 2024D Loan Agreement or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

(iii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this 2024D Loan Agreement, the Borrower will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower. In addition, if the acceleration of the maturity of the Bonds will have been annulled and rescinded in accordance with the provisions of the 2024D Indenture, then the acceleration of all loan payments and any other outstanding indebtedness under this 2024D Loan Agreement will likewise be annulled and rescinded. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

Section 5.2. Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and interest and other amounts upon notice and/or demand, the Trustee, in its own name, may upon receipt of indemnity satisfactory to the Trustee institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this 2024D Loan Agreement; and the right of the Trustee, to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this 2024D Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee as follows:

FIRST: to the payment of all reasonable advances by the Issuer or by the Trustee with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements by the Trustee.

SECOND: to the payment of the amounts then due and unpaid upon the Notes in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Notes, upon presentation of the Notes and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.4. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this 2024D Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this 2024D Loan Agreement; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this 2024D Loan Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this 2024D Loan Agreement or the 2024D Indenture shall be deemed to be a covenant or agreement of any member of the Issuer, the Borrower, the Commission, or the Redevelopment Commission or of any officer or employee of the Issuer, the Borrower, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Borrower, the Commission, the Redevelopment Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS 2024D LOAN AGREEMENT

Section 7.1. Supplements and Amendments to this 2024D Loan Agreement. Subject to the provisions of Article X of the 2024D Indenture, the Borrower and the Issuer may from time to time enter into such supplements and amendments to this 2024D Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the Borrower shall pay and discharge or provide for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to nationally recognized bond counsel for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the 2024D Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this 2024D Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on written demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this 2024D Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. 2024D Loan Agreement for Benefit of Parties Hereto. Nothing in this 2024D Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, the Trustee, and the holder of the Notes, any right, remedy or claim under or by reason of this 2024D Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this 2024D Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Notes.

Section 9.2. Severability. In case any one or more of the provisions contained in this 2024D Loan Agreement or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this 2024D Loan Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this 2024D Loan Agreement and the Notes inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this 2024D Loan Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Fishers, Indiana
Three Municipal Drive
Fishers, Indiana 46038
Attn: Controller

To the Borrower:	Fishers Town Hall Building Corporation Three Municipal Drive Fishers, Indiana 46038 Attn: Controller
To the Trustee:	________________________ ________________________ ________________________ Attn: Corporate Trust Services

Section 9.5. Successors and Assigns. Whenever in this 2024D Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this 2024D Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

Section 9.6. Counterparts. This 2024D Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this 2024D Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this 2024D Loan Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

Section 9.8. Indenture Provisions. The 2024D Indenture provisions concerning the Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Issuer to the Borrower pursuant to this 2024D Loan Agreement and the execution of this 2024D Loan Agreement shall constitute conclusive evidence of approval of the 2024D Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the 2024D Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the 2024D Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the 2024D Indenture as fully as if the Borrower were a party to the 2024D Indenture.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this 2024D Loan Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

FISHERS TOWN HALL BUILDING CORPORATION

By: ____________________________________
____________, President

Attest:

____
____________, Secretary-Treasurer

CITY OF FISHERS, INDIANA

By: ________________________________
Scott Fadness, Mayor

Attest:

____
Lisa Bradford, Controller

[*Signature Page of 2024D Loan Agreement*]

EXHIBIT A

FISHERS TOWN HALL BUILDING CORPORATION

NOTE, SERIES 2024D

FOR VALUE RECEIVED, the undersigned, Fishers Town Hall Building Corporation ("Borrower"), a nonprofit corporation organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the City of Fishers, Indiana ("Issuer"), in immediately available funds, the principal sum of $____________, and interest thereon, during the term of the Loan Agreement (the "2024D Loan Agreement") dated as of _________ 1, 2024 between Issuer and Borrower, commencing one business day prior to _________ 1, 202__, and on one business day prior to each February 1 and August 1 thereafter, a sum which will equal the principal and interest which will become due on the next day on the Series 2024D Bonds (as hereinafter defined), all subject to the credits described in the 2024D Loan Agreement and to the presence of other available money for such installment in the 2024D Bond Fund under the Trust Indenture (including without limitation any Lease Rentals) dated as of __________ ____, 2024, between the Issuer and________________________, as Trustee (the "Trustee").

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated "City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Additional)" (the "Series 2024D Bonds"). All of the terms, conditions and provisions of the 2024D Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the 2024D Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by Issuer under the 2024D Loan Agreement or under any other agreement between Borrower and Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason.

The principal of and interest on this Note is a limited obligation of the Borrower payable solely from the Lease Rentals.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the 2024D Loan Agreement.

In certain events and in the manner set forth in the 2024D Loan Agreement, the entire principal amount of this Note and the interest accrued thereon may be declared to be due and payable. In certain events and in the manner set forth in the 2024D Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys fees and costs of collection and without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the 2024D Loan Agreement shall have the meanings assigned to them in the 2024D Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of ___________, 2024.

Issue Date: _____________, 2024

FISHERS TOWN HALL BUILDING CORPORATION

By: ________________________________

Printed: ______________________________

Title: ________________________________

ENDORSEMENT

Pay, without recourse, to ____________________, as Trustee under the Trust Indenture dated as of ________ ___, 2024, from the undersigned.

CITY OF FISHERS, INDIANA

By: ________________________________
Mayor

Attest:

____
Controller

RESOLUTION NO. TBC 01R041524

RESOLUTIONS OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE FISHERS TOWN HALL BUILDING CORPORATION APPROVING A LEASE, A LOAN AGREEMENT, AND OTHER MATTERS RELATED TO THE CITYVIEW PROJECT

WHEREAS, the Fishers Town Hall Building Corporation (the "Corporation") was established on November 30, 1989, as a nonprofit corporation operating pursuant to the provisions of the Indiana Nonprofit Act of 1991, as amended, Indiana Code 23-17 (the "Act"), for the purpose, among others, of the financing and leasing of buildings and other capital improvements in the City of Fishers, Indiana (the "City"); and

WHEREAS, to foster economic development, CityView Fishers, LLC (formerly known as HighGround Fishers I, LLC), the City, the Fishers Town Hall Building Corporation (the "Corporation"), the Fishers Redevelopment Commission (the "Commission"), and the City of Fishers Economic Development Commission entered into a Project Agreement (the "Project Agreement"), with respect to a portion of any of the costs of the acquisition, construction, renovation and equipping of a new mixed-use development, including age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) multi-family housing, commercial, retail, and restaurant space along 116th Street, and a parking facility and the completion of related improvements and the payment of financing costs, all generally located on the south side of 116th Street, between Lantern Road on the east and Moore Street on the west (collectively, the "Project"); and

WHEREAS, pursuant to the terms of the Project Agreement, the Economic Development Commission and the Common Council of the City are considering for approval the issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D (CityView Special Benefits Tax), in one or more series, in an amount not to exceed Twenty-Three Million Dollars ($23,000,000) (the "2024D Bonds") under IC 36-7-12 and the lending of the proceeds of such 2024D Bonds to the Corporation for the purpose of financing a portion of the Project and certain costs related to the issuance of the 2024D Bonds, including, if desired, capitalized interest on the 2024D Bonds and a reserve fund; and

WHEREAS, to provide for the financing and construction of the Project, this Board of Directors of the Corporation (the "Board") desires to enter into: (i) a Garage Lease, between the Corporation, as lessor, and the Commission, as lessee (the "Garage Lease"), with respect to certain real estate within the City and a parking garage and related improvements to be constructed thereon (the "Garage Lease"), (ii) a Public Lease, between the Corporation, as lessor, and the Commission, as lessee (the "Public Lease"), with respect to all or a portion of 116th Street between Hoosier Road and Wedgeport Lane, including related improvements and fixtures located thereon (the "Public Lease") and (ii) a Loan Agreement, between the Corporation and the City (the "2024D Loan Agreement"), including the related note of the Corporation described therein (the "2024D Note").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FISHERS TOWN HALL BUILDING CORPORATION, as follows:

SECTION 1. Approval of the Garage Lease. The Garage Lease, in the form presented to the Board at this meeting is hereby approved, and the President or any other officer of the Corporation is hereby authorized and directed to execute and deliver the Garage Lease, with such changes to the Garage Lease as such officer deems necessary or advisable, in the name and on behalf of the Corporation, and the Secretary or any other officer of the Corporation is hereby authorized and directed to attest such execution and delivery and any such execution and/or attestation heretofore effected are hereby ratified and approved.

SECTION 2. Approval of the Public Lease. The Public Lease, in the form presented to the Board at this meeting is hereby approved, and the President or any other officer of the Corporation is hereby authorized and directed to execute and deliver the Public Lease, with such changes to the Public Lease as such officer deems necessary or advisable, in the name and on behalf of the Corporation, and the Secretary or any other officer of the Corporation is hereby authorized and directed to attest such execution and delivery and any such execution and/or attestation heretofore effected are hereby ratified and approved.

SECTION 3. Acceptance of Garage Leased Premises. The Board hereby accepts the ownership of any real estate and improvement thereon that is transferred to the Corporation from the City, so that such real estate and improvements may constitute a portion of the leased premises under the Garage Lease.

SECTION 4. Acceptance of Public Leased Premises. The Board hereby accepts the ownership of any real estate and improvement thereon that is transferred to the Corporation from the City, so that such real estate and improvements may constitute a portion of the leased premises under the Public Lease.

SECTION 5. Approval of the 2024D Loan Agreement and 2024D Note. Each of the 2024D Loan Agreement and the 2024D Note, in the form presented to the Board at this meeting, is hereby approved, and the President or any other officer of the Corporation is hereby authorized and directed to execute and deliver each of the 2024D Loan Agreement and the 2024D Note, with such changes to each of the 2024D Loan Agreement and the 2024D Note as such officer deems necessary or advisable, in the name and on behalf of the Corporation, and the Secretary or any other officer of the Corporation is hereby authorized and directed to attest such execution and delivery and any such execution and/or attestation heretofore effected are hereby ratified and approved.

SECTION 6. Other Actions. Any member of the Board is hereby authorized and directed, in the name and on behalf of the Corporation, to execute and deliver such agreements and documents (including, but not limited to, such agreements and documents as are provided for in the Project Agreement) and to take such actions as such member deems necessary or desirable to effect the foregoing resolutions, the issuance of the 2024D Bonds and the completion of the Project, and any such agreement and documents heretofore executed and delivered and any such actions heretofore taken be, and hereby are, ratified and approved.

SECTION 7. Any and all legal requirements necessary to effect the foregoing resolutions are hereby waived in their entirety.

ADOPTED this 15th day of April, 2024.

BOARD OF DIRECTORS OF THE FISHERS TOWN HALL BUILDING CORPORATION

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