



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Redevelopment Commission Meeting

DATE: 3/23/2023, at 5:00 PM

DIRECTIONS: City Services Building - Controller's Conference Room, 3 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.

Executive Session:

To conduct interviews and negotiations with industrial and commercial prospects or agents for industrial or commercial prospects under Indiana Code § 5-14-1.5-6.1(b)(4)

1. Executive Session

- a. To conduct interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects under Indiana Code § 5-14-1.5-6.1(b)(4)

2. Call to Order

3. Confirmation of Quorum and Proper Notice of Meeting

4. Approval of Previous Minutes

- a. 2-15-23

5. Approval of Claims

- a. 3-25-23

6. Public Hearings

- a. FRC 01R032323- Resolution Approving Drainage Easement Agreement
FRC 04R032323 - Resolution Approving Office Sublease
- b. FRC 02R032323 - Resolution Approving Surface Parking Use Agreement
- c. FRC 03R032323 - Resolution Approving Wifi Quote
- d. FRC 05R032323 – Resolution Approving Sublease Renewal
- e. 2023 TIF Letter

7. Old Business

8. New Business

9. Meeting Adjournment

CITY OF FISHERS REDEVELOPMENT COMMISSION (FRC) MEETING MINUTES
February 15, 2023

EXECUTIVE SESSION – Executive Session was called to order at 5:02 p.m.

REGULAR MEETING:

Mr. Grothe called the Regular meeting to order at 5:15 p.m. A quorum and proper notice of the meeting was confirmed.

FRC members present: Brad Johnson, Damon Grothe and Anderson Schoenrock. Dan Canan was present via Teams. Tony Bonacuse was absent.

Others present: Megan Baumgartner, Lawrence Summers, Kelly Lewark. Jennifer Messer was present via Teams.

Quorum and proper public notice of the meeting was confirmed.

Election of Officers: Mr. Grothe asked for a motion to nominate officers.

- President – Mr. Canan made a motion to nominate Mr. Grothe as President, seconded by Mr. Schoenrock. The motion was approved, 4-0.
- Vice-President – Mr. Grothe made a motion to nominate Mr. Schoenrock as Vice-President, seconded by Mr. Johnson. The motion was approved, 4-0.
- Secretary/Treasurer – Mr. Canan made a motion to nominate Mr. Johnson as Secretary, seconded by Mr. Schoenrock. The motion was approved, 4-0.

Meeting Minutes: Mr. Johnson made a motion to approve the minutes from the January 9, 2023 meeting, seconded by Mr. Schoenrock. Motion approved, 4-0.

Approval of Claims: Mr. Schoenrock made a motion to approve the February 15, 2023 claims, seconded by Mr. Johnson. Motion approved, 4-0.

FRC 01R021523 – Approval of Contract for Purchase of Property – Maple Del

Megan Baumgartner and Jennifer Messer presented the contract. This purchase agreement replaces the previous LAAs and allows the Commission to acquire an additional parcel that is included within the property that was not subject to the original LAAs but is essential for development. Mr. Grothe asked for a motion. Mr. Canan made a motion to approve, seconded by Mr. Schoenrock. The motion was approved, 4-0.

FRC 02R021523 – Approval of Professional Services Agreement – Browning Day

Megan Baumgartner presented the PSA. The agreement with Browning Day is for their design services to create a signature gateway entrance to the City of Fishers' Life Science and Innovation Park within the roundabout at 126th Street & Parkside Dr. Mr. Grothe asked for a motion. Mr. Schoenrock made a motion to approve, seconded by Mr. Johnson. The motion was approved, 4-0.

FRC 03R021523 – Approval of Transfer of Property – Roundabout

Megan Baumgartner presented the resolution. The transfer is for one of the properties the Redevelopment Commission owns at the southeast corner of 116th and Allisonville. The City is doing an extensive roundabout project and determined it's best to dedicate right-of-way from this property instead of purchasing additional property from nearby property owners. The City is in the final design phases and construction should start next year. Mr. Grothe asked for a motion. Mr. Schoenrock made a motion to approve, seconded by Mr. Johnson. The motion was approved, 4-0.

Old Business / New Business: None

The meeting adjourned at 5:25 p.m.

**Fishers Redevelopment Commission
Claim Docket 3/23/23**

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

Total \$0.00

3/23/2023

President, Redevelopment Commission Date

3/23/2023

Secretary, Redevelopment Commission Date

3/23/2023

Lisa Bradford, City Controller Date

**Fishers Redevelopment Commission
Consent Agenda 3/23/23**

Huntington National Bank	2021A Annual Fees	\$	2,000.00
Norfolk Southern Railway Company	Grant Application Fee	\$	500.00
CVK LLC	Meyer Najem 3/23 Rent	\$	35,675.81
Onpoint Hub & Spoke	Hub & Spoke 3/23 Rent	\$	37,592.07
Hageman Investments	Rebar 3/23 Rent	\$	10,500.00
Switch Offices LLC	March 2023 Vacant Rent	\$	911.48
Switch Offices LLC	March 2023 Mojo Up Rent Subsidy	\$	293.75
CVK LLC	Meyer Najem 4/23 Rent	\$	35,675.81
Onpoint Hub & Spoke	Hub & Spoke 4/23 Rent	\$	38,172.03
Hageman Investments	Rebar 4/23 Rent	\$	10,500.00
Nickel Plate Hotel Properties	Disbursement 2	\$	77,415.92
First American Title Insurance Co	Maple Del Land Purchase	\$	4,906,389.00
Nickel Plate Hotel Properties	Disbursement 3	\$	1,040,646.47

\$ 6,196,272.34

RESOLUTION NO: FRC 01R032323

**RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION
APPROVING DRAINAGE EASEMENT AGREEMENT**

WHEREAS, the City of Fishers Redevelopment Commission (the “Commission”) is continuing to master plan the Fishers Life Sciences Park generally located north of State Road 37 and South of 126th Street in the City of Fishers, Hamilton County, Indiana (the “Life Sciences Park”);

WHEREAS, for the past year, the Commission has worked to provide onsite stormwater detention and to develop a plan for stormwater that cannot be retained within the Life Sciences Park site;

WHEREAS, RMAC, LLC (“RMAC”) owns real property east of the Life Sciences Park on which a retention pond is located and to which stormwater from the west naturally flows;

WHEREAS, RMAC has provide the Commission an easement to drain across its property and into the pond located on its site, if the Commission will (a) upgrade the pipe transferring the stormwater to the pond; (b) remediate stormwater issues affecting RMAC’s site so that water does not pool in its parking area; and (c) erect a Jersey Wall along its property immediately adjacent to the Life Sciences Park, all pursuant to the Drainage Easement Agreement attached hereto and incorporated herein as **Exhibit A** (the “Easement Agreement”);

WHEREAS, the Commission now desires to enter into the Easement Agreement; and

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

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

Section 1. The Commission hereby approves the Easement Agreement.

Section 2. The President and Secretary of the Commission are authorized to execute the Easement Agreement.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Redevelopment Commission, Hamilton County, Indiana this ____th day of March 2023.

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

YAY

NAY

	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

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

Cross-Reference:

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT ("**Agreement**") is made this ____ day of _____, 2022, by and between SPRINGDALE PROPERTIES LLC, an Indiana limited liability company ("**Springdale**"), the City of Fishers Redevelopment Commission, a commission of the City of Fishers authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the "**Commission**"), and the City of Fishers, Hamilton County, Indiana (the "**City**"), and together with the Commission and Springdale, the "**Parties**" and each a "**Party**") as follows:

RECITALS

WHEREAS, Springdale is the fee simple owner of certain real property in Fishers, Indiana, as legally described on Exhibit A (the "**Springdale Property**");

WHEREAS, Commission has master planned the development of certain real property in the City of Fishers, Indiana, as described and depicted on Exhibit B (the "**Life Sciences Park**") and is the fee simple owner of the Commission Property, as defined in Section 6 below, which Commission Property is a part of the Life Sciences Park;

WHEREAS, Commission has requested the right to direct stormwater from the Life Sciences Park to a portion of the Springdale Property to top of bank in the pond more particularly depicted on Exhibit C attached hereto and incorporated herein (the "**Drainage Area**");

WHEREAS, water from the Drainage Area ultimately flows onto property owned by Regency Windsor Sunblest II Limited Partnership, LLC, an Indiana limited partnership ("**Regency Windsor**");

WHEREAS, pursuant to that certain Drainage Easement Agreement by and between Regency Windsor and Springdale dated January 1, 2019 and recorded January 18, 2019 as Instrument No. 2019002115 in the office of the Recorder of Hamilton County, Indiana (the "**Recorder's Office**"), as amended and restated by that certain Amended And Restated Drainage Easement Agreement by and among Regency Windsor, Springdale and Commission dated _____, 2022, recorded in the Recorder's Office on _____ as Instrument No. _____ and attached as Exhibit D (the "**Amended Easement Agreement**"), Springdale and Commission are authorized to direct stormwater from the Life Sciences Park and Springdale Property to certain property owned by Regency Windsor and legally described and depicted in Exhibit E (the "**Regency Windsor Property**"); and

WHEREAS, Springdale has agreed to provide an easement (a) for stormwater from the Life Sciences Park to flow into the Drainage Area; and (b) for allowing Commission to access

the Temporary Easement Area to complete the Drainage Connection Work as such terms are defined below, subject to the provisions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other valuable consideration, the receipt of which is hereby acknowledged Springdale and Commission agree as follows.

1. **Drainage Easement.** For and in consideration of Commission, at its sole cost and expense, completing the Drainage Connection Work described in Exhibit G hereof and for Springdale's and Commission's other obligations and agreements herein, and subject to the terms and conditions of this Agreement, Springdale hereby grants to Commission, (i) a non-exclusive, perpetual easement along, under, over and upon (i) the Drainage Area and (ii) real estate ten (10) feet on each side of the center line of the Drainage Facilities as installed to permit stormwater drainage solely from the Life Sciences Park to flow into the Drainage Area (the "**Drainage Easement**"), at Commission's sole cost and expense and (ii) a non-exclusive, perpetual right to enter along, under, over and upon the Drainage Area to repair, maintain, replace, and remove the existing storm sewer pipe located within the Drainage Easement (the "**Drainage Facilities**") reasonably necessary to permit stormwater drainage from the Life Sciences Park to flow into the Drainage Area (the "**Maintenance Easement**") at Commission's sole cost and expense. Upon completion of the installation of the Drainage Facilities, the Commission shall prepare and, upon consent from Springdale, record an amendment to this agreement with an as built legal description of the Drainage Easement.

The size of the sewer pipe may not be increased and the storm water release rate from the Life Science Park shall not exceed 2.260 cfs for the 2 year-24 hour storm event, 3.128 cfs for the 10 year-24 hour storm event, 9.495 cfs for the 100 year-24 hour storm event without the consent of Springdale.. The Drainage Easement and the Maintenance Easement granted by this Agreement, and the associated benefits and obligations, shall run with and bind the Springdale Property and the Life Sciences Park. The use of the Drainage Easement by owners of the Life Sciences Park which have not executed this Agreement shall nonetheless be subject to and conditioned on the limitations, waivers and conditions of this Agreement and by permitting any stormwater drainage from the Life Sciences Park to drain into the Drainage Area, such owners the Life Sciences Park shall be deemed to have accepted and agreed to be bound by the terms of this Agreement.

Nothing in this Agreement shall be construed to permit the use of the Drainage Easement for any other purpose than for stormwater drainage exclusively from the Life Science Park through the Drainage Facilities to the Drainage Area. Stormwater drainage from any other property, including drainage that first flows onto any part of the Life Science Park from another property is prohibited. Commission shall be obligated to prevent any such additional drainage.

Commission acknowledges its use of the Drainage Area is subject to all matters recorded in the Hamilton County, Indiana Recorder or Clerk's Office.

2. **Limitations on Easement.** The grant of the Drainage Easement is to allow the Life Science Park the right to drain stormwater into the Drainage Area. Except for the Drainage Connection Work, neither Commission nor any owner of any part of the Life Sciences Park shall have the right to modify the Drainage Area or construct any improvements in the Drainage Area that are not Drainage Facilities. Commission acknowledges and agrees that Springdale has made

no representation or warranty as to the suitability of the Drainage Area for the construction of the Drainage Facilities or uses contemplated herein. If the Drainage Area is not legally or practically sufficient to store the stormwater run-off from the Life Sciences Park, Springdale shall have no obligation to improve the Drainage Area or provide additional real property to accept stormwater run-off from the Life Science Park, and Commission shall indemnify and hold the Indemnified Parties harmless from any Claims or Losses, as defined below, from or related to insufficient storage of stormwater in the Drainage Area, except to the extent due to the gross negligence or intentional misconduct of Springdale. Springdale shall have no obligation with respect to whether the Drainage Area complies with any local, state or federal law, it being the Parties' express intent that Commission shall have the obligation to ensure that Commission's use of the Drainage Area and the owners of any part of the Life Sciences Park use of the Drainage Area complies with all applicable laws.

3. **Commission's Covenants.** Commission and to the extent the Commission is unwilling or unable to do so, the City, and the successor owners of the Life Sciences Park shall at all times keep the Drainage Facilities and drainage facilities on the Benefited Property and all other drainage on or otherwise serving the Life Sciences Park (collectively the "**On-Site Drainage Facilities**") in good operating condition, so that the same operate at maximum efficiency to reduce the amount of stormwater drainage to the Drainage Area. Commission hereby expressly acknowledges and agrees that its obligations in this Section 3 shall apply to all On-Site Drainage Facilities regardless of whether Commission is the owner of the applicable Life Sciences Park in which the On-Site Drainage Facilities are located.

Moreover, Commission shall maintain the On-Site Drainage Facilities in such a manner as to ensure that the use of the Drainage Area has no adverse effect on the Springdale Property and/or Regency Windsor Property or any adjacent property thereto. Commission and to the extent the Commission is unwilling or unable to do so, the City, and any owner of all or a part of the Life Sciences Park agree to exercise reasonable care in its exercise of its easement rights hereunder. Commission and all owners of interests in all or a part of the Life Sciences Park hereby accept the Drainage Area subject to all matters of record and in its "AS-IS, WHERE-IS" condition, with all faults and without any representation or warranty of any kind, express or implied, by Springdale, including, without limitation, any warranty of fitness for a particular purpose. In the event Commission's or any owner of all or a part of the Life Sciences Park exercise of its rights under this Agreement causes any direct or indirect damage to the Springdale Property and/or Regency Windsor Property, Commission, with regard to acts by Commission or owners of all or a part of the Life Sciences Park, shall repair or restore the Springdale Property to the condition immediately prior to such damage and shall pay or reimburse Springdale and/or Regency Windsor for any and all costs incurred as a result of or arising from such damage. In addition to the foregoing, in the event that stormwater drainage flows through the emergency drainage overflow path on the Regency Windsor Property, Commission, with regard to acts by Commission or owners of all or a part of the Life Sciences Park shall repair and/or restore the Regency Windsor Property to its condition immediately prior to such flow and shall pay or reimburse to Regency Windsor any and all costs incurred as a result of or related to any damage caused to Regency Windsor's Property (including reasonable engineer and attorney fees) as a result of water flowing in the emergency drainage overflow path. Commission represents, warrants and covenants to Springdale that Commission will not grant, allow, authorize and/or

permit any other party or property to drain directly and/or indirectly into the Drainage Area through the Life Sciences Park, except for properties that have been, in Springdale's sole and absolute discretion, preapproved by Springdale in writing.

Commission, and to the extent the Commission is unwilling or unable to do so, the City, shall at all times indemnify Springdale and its tenants, contractors, subcontractors, vendors, agents, employees, guests, and invitees ("Indemnified Parties") from any and all Losses and Claims the Indemnified Parties may have under the Amended Easement Agreement

4. **Springdale's Covenants.** Springdale retains all rights to the use and enjoyment of the Drainage Area, provided that such use and enjoyment shall not unreasonably interfere with the Drainage Easement, the Drainage Facilities, or Commission's exercise of any of its rights under this Agreement.

5. **Commission's Indemnity.** Except to the extent Losses and Claims (as defined herein below) may be due to or caused by the gross negligence or willful misconduct of Springdale, Commission, and to the extent the Commission is unwilling or unable to do so, the City, agree to indemnify, defend, and hold the Indemnified Parties harmless from and against any and all duties, obligations, claims, actions, judgments, liabilities, losses, damages, injuries, fines, penalties, costs and/or expenses (including, without limitation, reasonable attorneys' fees and court costs) (collectively the "**Losses and Claims**") arising from or connected with (i) the negligence or willful misconduct of Commission or any party acting under, through, or on behalf of Commission, including, but not limited to any current or future owner of all or a part of the Life Sciences Park, as applicable, (ii) the breach by Commission of any term of condition of this Agreement, or (iii) the construction, maintenance, replacement, restoration, and repair of the Drainage Area or Drainage Connection Work or any other work on the Springdale Property by or on behalf of Commission or any owner of all or a part of the Life Sciences Park, including, but not limited to, any mechanic's, laborer's or materialman's lien related to the same. Commission shall maintain liability insurance with regard to its obligations under this Agreement naming Springdale and Reynolds Farm Equipment, Inc. or their assignee as a named insured with coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) combined single limit. Such policy shall be carried by an insurance company reasonably acceptable to Springdale and the premiums thereof shall be paid by Commission at its cost and expense. Notwithstanding the foregoing or anything included herein to the contrary, the Parties acknowledge and agree that for claims subject to the Indiana Tort Claims Act ("INTCA"), the Commission and/or City shall be responsible for indemnification up to potential tort claim exposure pursuant to the INTCA.

6. **Fees and Lien against the Springdale Property.** If Commission fails to timely pay any such sums as set forth in this Agreement, Springdale may institute an action in any court of competent jurisdiction in Hamilton County, Indiana, against Commission for the recovery of such sums, and interest at the rate of twelve percent (12%) per annum from the date such payment was due. Additionally, Springdale shall have a lien on the Commission Property, as applicable, for any delinquent amounts owed by the Commission, which lien may be perfected and enforced in accordance with the provisions for the perfection and enforcement of mechanic's liens or common law liens in the State of Indiana as may exist from time to time or such other statutes as may hereafter be enacted for the enforcement of liens of the type provided for herein.

For purposes of this Section 6, “**Commission Property**” shall mean that certain portion of real property within the Life Sciences Park generally known 0 E. 126th Street, Fishers, Indiana and legally described in Exhibit F.

7. **Drainage Connection Work.** For and in partial consideration of Springdale granting the Drainage Easement to Commission, Commission shall, at Commission’s sole cost and expense, perform or cause to be performed the work described and depicted in Exhibit G (the “**Drainage Connection Work**”) as well all other work necessary to resolve all pooling/flooding issues on the Springdale Property, whether or not such pooling/flooding issues are caused in whole or in part by the Life Sciences Park. If, however, the pooling of water on Springdale’s Property is not resolved, the City shall be required to make additional improvements at its costs and expense to remediate the issue (the “**Additional Improvements**”). To determine the necessary Additional Improvements, the Parties shall work in good faith and follow commercially reasonable standards to determine the type and scope of such Additional Improvements. If, in good faith and following commercially reasonable negotiations, the Parties are unable to agree to the type and scope of such Additional Improvements, Springdale may request that the City participate in mediation. Upon the City’s receipt of a request for civil mediation, the Parties shall promptly select a mutually agreed upon certified mediator from the list of mediators eligible to perform civil mediations in the State of Indiana. Within thirty days (unless delayed by the mediator’s schedule), the Parties shall participate in mediation with the chosen mediator. Mediation shall be a condition precedent to filing a lawsuit, and the costs and expenses associated with the mediation shall be exclusively borne by the City. The Drainage Connection Work shall further be completed as provided in the Temporary Easement Agreement (as defined herein below). Springdale hereby grants to Commission, its contractors and subcontractors, the non-exclusive right to enter along, under, over and upon the areas marked as the “**Temporary Easement Area**” on Exhibit H to complete the Drainage Connection Work pursuant to the Temporary Easement Agreement attached as Exhibit I (the “Temporary Easement Agreement”).

8. **Liens.** Commission shall not permit (a) any mechanic's, laborer's or materialman's lien, or (b) any other lien, charge or encumbrance arising after the date hereof and not caused by Springdale (severally and collectively, a “**Lien**”) to be filed against or imposed on the Springdale Property or any part thereof by reason of labor, services or materials claimed to have been performed or furnished to or for Commission, indebtedness incurred by Commission or by any other act or omission of Commission. Commission, as applicable, shall pay or discharge such Lien within twenty (20) days after notice from Springdale.

9. **Non-Dedication of Easement.** This Agreement shall not be deemed to dedicate the Drainage Easement or Drainage Facilities for public purposes or dedicate the Drainage Easement or Drainage Facilities to any municipality or other political subdivision or governmental body or agency.

10 **Additional Consideration.** As additional consideration, the Commission agrees to the following:

- a. The Commission shall cause the Consent to Encroach and Easement Agreement attached hereto and made a part hereof as Exhibit J to be agreed upon and recorded.

- b. The Commission shall reimburse all professional fees, including but necessarily limited to attorney's fees and engineer's fees.
- c. The Commission shall construct a barrier/fence consistent with that depicted in Exhibit K.

11. [Intentionally Omitted].

12. **Attorney Fees.** In the event it shall be necessary for any Party to retain an attorney to enforce the obligations of any other Party hereunder, the prevailing Party shall be entitled to recover from the other Party all attorneys' fees and expenses actually incurred in connection therewith (without reference to any statutory presumption).

13. **Additional Provisions; Complete Agreement.** The recitals presented above are part of this Agreement and are hereby incorporated as part of this Agreement. Springdale and Commission each covenants that to the best of its knowledge it is the owner in fee simple of the Springdale Property, and the Commission Property, respectively, is lawfully seized thereof and has the right to grant the foregoing easement and/or other rights provided for herein and to be bound by the obligations herein. This Agreement is fully integrated and represents the full and complete agreement of the Parties and shall bind and inure to the benefit of the respective successors and assigns of the Parties, as the successor owners to all or a part of the Drainage Area, the Springdale Property or the Commission Property as applicable. Notwithstanding the foregoing, the obligations of Commission in this Agreement are personal to Commission regardless of whether Commission retains ownership of all or any part of the Commission Parcel and may not be assigned, including any assigned by operation of law, without the consent of Springdale, which may be withheld in Springdale's sole discretion. If Commission is dissolved or otherwise terminated as an entity, the provisions of this Agreement related to Commission shall immediately be assumed in full by the City of Fishers, Indiana, which shall expressly include the assumption of all obligations of Commission hereunder.

14. **Exhibits.** The following exhibits are attached hereto and incorporated herein as if specifically set forth:

Exhibit A:	Springdale Property
Exhibit B:	Life Sciences Park
Exhibit C:	Drainage Area
Exhibit D:	Amended and Restated Easement Agreement
Exhibit E:	Regency Windsor Property
Exhibit F:	Commission Property
Exhibit G:	Drainage Connection Work
Exhibit H:	Temporary Easement Area
Exhibit I:	Temporary Easement Agreement
Exhibit J:	Consent to Encroachment and Easement Agreement

[signatures pages follow]

IN WITNESS WHEREOF, each of Springdale and Commission has set its hand and seal as of the day and year first written above.

Springdale:

SPRINGDALE PROPERTIES LLC, an Indiana
limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of SPRINGDALE PROPERTIES LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said Springdale.

Witness my hand and notarial seal this ____ day of _____, 2022.

County of Residence

Signature

Commission Expiration Date

Printed Name

Commission:

City of Fishers Redevelopment Commission

Damon Grothe, President

Attest: _____
Brad Johnson, Secretary

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Damon Grothe and Brad Johnson, the President and Secretary, respectively, of THE CITY OF FISHERS REDEVELOPMENT COMMISSION, a commission of the City of Fishers, who acknowledged the execution of the foregoing instrument for and on behalf of said Commission.

Witness my hand and notarial seal this ____ day of _____, 2022.

County of Residence

Signature

Commission Expiration Date

Printed Name

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

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

EXHIBIT A
Springdale Property – Legal Description

Lot Four (4) in REYNOLDS INDUSTRIAL PARK, as per plat thereof, recorded in Plat Cabinet 5, Slide 640, Instrument No. 2017005480 in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B
Legal Description - Life Sciences Park

CITY OF FISHERS REDEVELOPMENT COMMISSION

PARCEL 1

PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH,
RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION;
THENCE ALONG THE NORTH LINE THEREOF SOUTH 89 DEGREES 30 MINUTES 11
SECONDS WEST (BEARINGS BASED UPON EAST LINE OF QUARTER SECTION
BEING NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST) 2034.35 FEET; THENCE
SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 77.44 FEET TO A REBAR WITH
YELLOW PLASTIC CAP STAMPED "K&G LS FIRM 0141" (HEREINAFTER "REBAR")
ON THE SOUTH LINE OF THE LAND OF CITY OF FISHERS AS DESCRIBED IN
INSTRUMENT NO. 2011041814 IN THE OFFICE OF THE RECORDER OF HAMILTON
COUNTY, INDIANA AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH
00 DEGREES 00 MINUTES 09 SECONDS EAST 197.11 FEET TO A "REBAR" ON THE
NORTHERLY LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-
PL-003039; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTHERLY
AND WESTERLY LINES OF THE LAND PER SAID CAUSE NO. 29C01-1804-PL-003039;
(1) NORTH 89 DEGREES 59 MINUTES 33 SECONDS EAST 265.58 FEET TO A "REBAR";
(2) NORTH 42 DEGREES 49 MINUTES 07 SECONDS EAST 20.45 FEET TO A "REBAR";
(3) NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 40.00 FEET TO A "REBAR";
(4) NORTH 22 DEGREES 37 MINUTES 39 SECONDS WEST 65.00 FEET TO A "REBAR";
(5) NORTH 37 DEGREES 26 MINUTES 39 SECONDS WEST 99.86 FEET TO A "REBAR"
ON THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER THE AFORESAID
INSTRUMENT NO. 2011041814, SAID POINT BEING ON A CURVE TO THE RIGHT
HAVING A RADIUS OF 6570.00 FEET AND A CHORD BEARING NORTH 89 DEGREES
16 MINUTES 41 SECONDS WEST 28.03 FEET; THENCE WESTERLY ALONG SAID
CURVE 28.03 FEET TO A "REBAR"; THENCE CONTINUING ALONG THE SOUTH LINE
OF LAST SAID INSTRUMENT NORTH 89 DEGREES 09 MINUTES 21 SECONDS WEST
165.76 FEET TO THE POINT OF BEGINNING, CONTAINING 1.13 ACRES, MORE OR
LESS.

PARCEL 2:

PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH,
RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION;
THENCE ALONG THE NORTH LINE THEREOF SOUTH 89 DEGREES 30 MINUTES 11
SECONDS WEST (BEARINGS BASED UPON EAST LINE OF QUARTER SECTION
BEING NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST) 2034.35 FEET; THENCE
SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 344.55 FEET TO A REBAR WITH

CAP STAMPED "FIRM 0102" ON THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-PL-003039 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 1542.02 FEET TO A MAG NAIL; THENCE NORTH 89 DEGREES 21 MINUTES 46 SECONDS EAST 367.69 FEET TO A REBAR WITH NO CAP ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 69 (PROJECT I-69-1(33))), SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2421.83 FEET AND A CHORD BEARING NORTH 59 DEGREES 25 MINUTES 40 SECONDS EAST 57.80 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 57.80 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN THE PLAT OF LOT 1 PIOMBINO DESE AS RECORDED IN INSTRUMENT NO. 2021086794 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE WESTERLY PERIMETER OF SAID PLAT; (1) NORTH 00 DEGREES 47 MINUTES 31 SECONDS WEST 339.81 FEET; (2) SOUTH 89 DEGREES 12 MINUTES 27 SECONDS WEST 50.00 FEET; (3) NORTH 00 DEGREES 47 MINUTES 33 SECONDS WEST 904.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 28 MINUTES 52 SECONDS WEST 79.83 FEET; (4) NORTHWESTERLY ALONG SAID CURVE 80.97 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 174.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 28 MINUTES 52 SECONDS WEST 99.93 FEET; (5) NORTHWESTERLY ALONG SAID CURVE 101.36 FEET; (6) NORTH 00 DEGREES 47 MINUTES 33 SECONDS WEST 58.57 FEET TO THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-PL-003039; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTH LINE OF SAID CAUSE NO. 29C01-1804-PL-003039; (1) SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 11.00 FEET TO A REBAR WITH YELLOW PLASTIC CAP STAMPED K&G LS FIRM 0141 (HEREINAFTER "REBAR"); (2) NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 20.00 FEET TO A "REBAR"; (3) NORTH 51 DEGREES 34 MINUTES 28 SECONDS WEST 24.13 FEET TO A "REBAR"; (4) SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 265.58 FEET TO THE POINT OF BEGINNING, CONTAINING 12.81 ACRES, MORE OR LESS.

OMPI OF AMERICA INC.

LOT 1 IN THE PLAT OF LOT 1 PIOMBINO DESE AS RECORDED IN INSTRUMENT NO. 2021086794 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

LIST BIOTHERAPEUTICS INC.

PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE EAST LINE THEREOF SOUTH 00 DEGREES 03 MINUTES 38 SECONDS EAST (BEARINGS BASED UPON EAST LINE OF QUARTER SECTION BEING SOUTH 00 DEGREES 03 MINUTES 38 SECONDS EAST) 94.96 FEET; THENCE SOUTH 89

DEGREES 56 MINUTES 22 SECONDS WEST 56.38 FEET TO A REBAR WITH YELLOW PLASTIC CAP STAMPED "K&G LS FIRM 0141" (HEREINAFTER "REBAR") ON THE WEST LINE OF THE LAND OF CITY OF FISHERS AS DESCRIBED IN INSTRUMENT NO. 2011041814 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 08 MINUTES 29 SECONDS WEST 428.48 FEET ALONG THE WEST LINE OF LAST SAID INSTRUMENT TO THE NORTHEAST CORNER OF THE RIGHT-OF-WAY OF GIOVANNI STEVANATO DRIVE PER THE PLAT OF LOT 1 PIOMBINO DESE SUBDIVISION AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AS INSTRUMENT NUMBER 2021086794; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE NORTHERLY LINE OF SAID RIGHT-OF-WAY AND THE EASTERLY RIGHT-OF-WAY LINE OF PARKSIDE DRIVE PER SAID PLAT; (1) SOUTH 89 DEGREES 56 MINUTES 22 SECONDS WEST 2.11 FEET; (2) SOUTH 44 DEGREES 34 MINUTES 23 SECONDS WEST 32.73 FEET; (3) SOUTH 89 DEGREES 12 MINUTES 24 SECONDS WEST 275.14 FEET; (4) SOUTH 85 DEGREES 06 MINUTES 56 SECONDS WEST 140.16 FEET; (5) SOUTH 89 DEGREES 12 MINUTES 24 SECONDS WEST 1065.18 FEET; (6) NORTHWESTERLY 194.78 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 124.00 FEET AND A CHORD BEARING NORTH 45 DEGREES 47 MINUTES 34 SECONDS WEST 175.36 FEET; (7) NORTH 00 DEGREES 47 MINUTES 33 SECONDS WEST 57.89 FEET TO A "REBAR" ON THE SOUTHERLY LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-PL-003039; THENCE THE FOLLOWING NINE (9) COURSES ALONG SOUTHERLY AND EASTERLY LINES; (1) NORTH 89 DEGREES 59 MINUTES 33 SECONDS EAST 9.00 FEET TO A "REBAR"; (2) NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 20.00 FEET TO A "REBAR"; (3) NORTH 54 DEGREES 47 MINUTES 40 SECONDS EAST 26.02 FEET TO A "REBAR"; (4) NORTH 89 DEGREES 59 MINUTES 33 SECONDS EAST 20.00 FEET TO A "REBAR"; (5) NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST 70.00 FEET TO A "REBAR" (6) SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 20.00 FEET TO A "REBAR"; (7) NORTH 46 DEGREES 43 MINUTES 37 SECONDS WEST 21.88 FEET TO A "REBAR"; (8) NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 105.00 FEET TO A "REBAR"; (9) NORTH 72 DEGREES 49 MINUTES 32 SECONDS EAST 317.80 FEET TO A "REBAR" ON THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER AFORESAID INSTRUMENT NO. 2011041814; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE SOUTH LINE OF LAST SAID INSTRUMENT; (1) NORTH 89 DEGREES 12 MINUTES 11 SECONDS EAST 424.51 FEET TO A "REBAR"; (2) SOUTH 86 DEGREES 30 MINUTES 28 SECONDS EAST 200.56 FEET TO A "REBAR"; (3) NORTH 89 DEGREES 12 MINUTES 11 SECONDS EAST 300.00 FEET TO A "REBAR"; (4) SOUTH 79 DEGREES 29 MINUTES 13 SECONDS EAST 50.99 FEET TO A "REBAR"; (5) NORTH 89 DEGREES 12 MINUTES 11 SECONDS EAST 300.00 FEET TO A "REBAR"; (6) SOUTH 76 DEGREES 45 MINUTES 46 SECONDS EAST 41.24 FEET TO THE POINT OF BEGINNING, CONTAINING 17.59 ACRES, MORE OR LESS.

EXHIBIT C DRAINAGE AREA

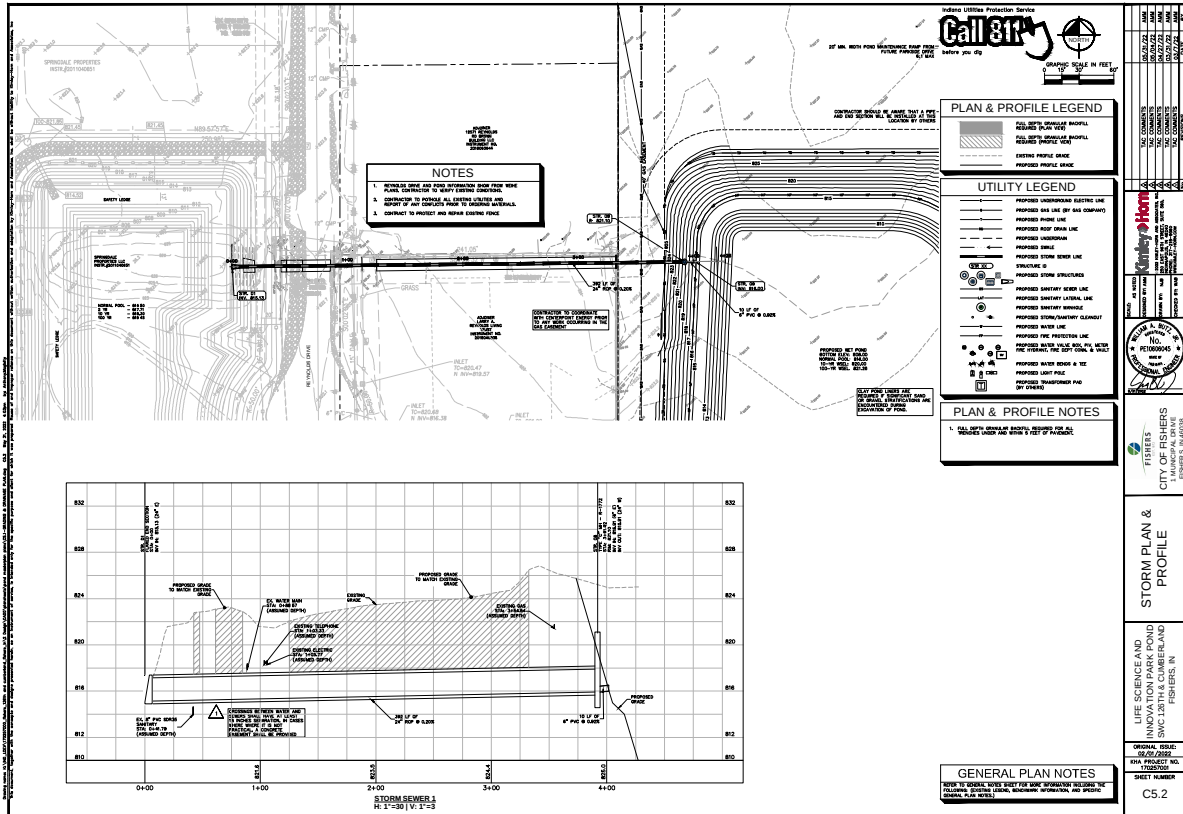


EXHIBIT D
Amended And Restated Easement Agreement
[separately provided]

EXHIBIT E
Regency Windsor Property

Part of the Northwest 1/4 of Section 31, Township 18 North, Range 5 East in Hamilton County, Indiana, described as follows:

Commencing at the Northwest corner of said Northwest 1/4; thence North 89°04'30" East, along the North line of said Northwest 1/4, 1557.61 feet to the East right of way line of the Norfolk and Western Railroad; thence South 00°40'55" East, along said right of way line 40.00 feet to the Point of Beginning; thence North 89°04'30" East, parallel with the North line of said Northwest 1/4, 593.96 feet; thence South 00°41'58" East, 830.00 feet; thence North 89°04'30" East, 628.41 feet to the West right of way line of State Road 37; thence South 00°47'55" East, along said West right of way line, 1350.01 feet; thence along said right of way line on a curve to the right, 452.40 feet, said curve having a radius of 3732.72 feet and a chord that bears South 02°40'24" West, 452.12 feet to the South line of said Northwest 1/4; thence South 89°02'15" West, along said South line, 990.88 feet; thence North 00°52'07" West, 1318.87 feet; thence South 89°34'17" West, 392.28 feet to the East right of way line of the Norfolk and Western Railroad; thence along said right of way line on a curve to the left, 1085.76 feet, said curve having a radius of 3094.42 feet and a chord that bears North 09°22'12" East, 1080.19 feet; thence North 00°40'55" West, along said right of way line 246.81 feet to the Point of Beginning.

EXHIBIT F
Commission Property

CITY OF FISHERS REDEVELOPMENT COMMISSION

PARCEL 1

PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH,
RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION;
THENCE ALONG THE NORTH LINE THEREOF SOUTH 89 DEGREES 30 MINUTES 11
SECONDS WEST (BEARINGS BASED UPON EAST LINE OF QUARTER SECTION
BEING NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST) 2034.35 FEET; THENCE
SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 77.44 FEET TO A REBAR WITH
YELLOW PLASTIC CAP STAMPED "K&G LS FIRM 0141" (HEREINAFTER "REBAR")
ON THE SOUTH LINE OF THE LAND OF CITY OF FISHERS AS DESCRIBED IN
INSTRUMENT NO. 2011041814 IN THE OFFICE OF THE RECORDER OF HAMILTON
COUNTY, INDIANA AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH
00 DEGREES 00 MINUTES 09 SECONDS EAST 197.11 FEET TO A "REBAR" ON THE
NORTHERLY LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-
PL-003039; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTHERLY
AND WESTERLY LINES OF THE LAND PER SAID CAUSE NO. 29C01-1804-PL-003039;
(1) NORTH 89 DEGREES 59 MINUTES 33 SECONDS EAST 265.58 FEET TO A "REBAR";
(2) NORTH 42 DEGREES 49 MINUTES 07 SECONDS EAST 20.45 FEET TO A "REBAR";
(3) NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 40.00 FEET TO A "REBAR";
(4) NORTH 22 DEGREES 37 MINUTES 39 SECONDS WEST 65.00 FEET TO A "REBAR";
(5) NORTH 37 DEGREES 26 MINUTES 39 SECONDS WEST 99.86 FEET TO A "REBAR"
ON THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER THE AFORESAID
INSTRUMENT NO. 2011041814, SAID POINT BEING ON A CURVE TO THE RIGHT
HAVING A RADIUS OF 6570.00 FEET AND A CHORD BEARING NORTH 89 DEGREES
16 MINUTES 41 SECONDS WEST 28.03 FEET; THENCE WESTERLY ALONG SAID
CURVE 28.03 FEET TO A "REBAR"; THENCE CONTINUING ALONG THE SOUTH LINE
OF LAST SAID INSTRUMENT NORTH 89 DEGREES 09 MINUTES 21 SECONDS WEST
165.76 FEET TO THE POINT OF BEGINNING, CONTAINING 1.13 ACRES, MORE OR
LESS.

PARCEL 2:

PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH,
RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION;
THENCE ALONG THE NORTH LINE THEREOF SOUTH 89 DEGREES 30 MINUTES 11
SECONDS WEST (BEARINGS BASED UPON EAST LINE OF QUARTER SECTION
BEING NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST) 2034.35 FEET; THENCE
SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 344.55 FEET TO A REBAR WITH

CAP STAMPED "FIRM 0102" ON THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-PL-003039 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 1542.02 FEET TO A MAG NAIL; THENCE NORTH 89 DEGREES 21 MINUTES 46 SECONDS EAST 367.69 FEET TO A REBAR WITH NO CAP ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 69 (PROJECT I-69-1(33))), SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2421.83 FEET AND A CHORD BEARING NORTH 59 DEGREES 25 MINUTES 40 SECONDS EAST 57.80 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 57.80 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN THE PLAT OF LOT 1 PIOMBINO DESE AS RECORDED IN INSTRUMENT NO. 2021086794 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE WESTERLY PERIMETER OF SAID PLAT; (1) NORTH 00 DEGREES 47 MINUTES 31 SECONDS WEST 339.81 FEET; (2) SOUTH 89 DEGREES 12 MINUTES 27 SECONDS WEST 50.00 FEET; (3) NORTH 00 DEGREES 47 MINUTES 33 SECONDS WEST 904.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 28 MINUTES 52 SECONDS WEST 79.83 FEET; (4) NORTHWESTERLY ALONG SAID CURVE 80.97 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 174.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 28 MINUTES 52 SECONDS WEST 99.93 FEET; (5) NORTHWESTERLY ALONG SAID CURVE 101.36 FEET; (6) NORTH 00 DEGREES 47 MINUTES 33 SECONDS WEST 58.57 FEET TO THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-PL-003039; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTH LINE OF SAID CAUSE NO. 29C01-1804-PL-003039; (1) SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 11.00 FEET TO A REBAR WITH YELLOW PLASTIC CAP STAMPED K&G LS FIRM 0141 (HEREINAFTER "REBAR"); (2) NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 20.00 FEET TO A "REBAR"; (3) NORTH 51 DEGREES 34 MINUTES 28 SECONDS WEST 24.13 FEET TO A "REBAR"; (4) SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 265.58 FEET TO THE POINT OF BEGINNING, CONTAINING 12.81 ACRES, MORE OR LESS.

EXHIBIT H
Temporary Easement Area

EXHIBIT I
Temporary Easement Agreement

[included on following pages]

TEMPORARY EASEMENT AGREEMENT

This TEMPORARY EASEMENT AGREEMENT (this “**Agreement**”) is made effective as of the _____ day of _____, 2022 (the “**Effective Date**”) by and between SPRINGDALE PROPERTIES LLC, an Indiana limited liability company (“**Springdale**”) and the FISHERS REDEVELOPMENT COMMISSION, a commission of the City of Fishers, authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (“**Commission**”, and together with Springdale the “**Parties**”, and each a “**Party**”).

RECITALS

WHEREAS, Springdale owns that certain parcel of real property located in Fishers, Indiana, as depicted in **Exhibit A** (the “**Project Site**”);

WHEREAS, Springdale has the authority to grant this Easement as defined herein;

WHEREAS, Commission has agreed to complete the work specifically described in the specifications attached as **Exhibit B** (the “**Drainage Connection Work**”);

WHEREAS, to complete the Drainage Connection Work, Commission must acquire the temporary right to gain access to and use the area marked with cross hatching and identified as “Temporary Easement Area” in **Exhibit C** (the “**Temporary Easement Area**”);

WHEREAS, pursuant to this Agreement and the terms and provisions hereof, Commission desires to obtain the Easement (as defined in **Section 1** herein) to use the Temporary Easement Area for the Permitted Purposes (as defined in **Section 3** herein); and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Temporary Easement. Springdale hereby grants to Commission, a non-exclusive temporary easement (the “**Easement**”) in, on, over and through the Temporary Easement Area for the Permitted Purposes (as defined in **Section 3** herein).

2. Duration. The duration of this Agreement and the Easement granted herein (the “**Term**”) shall commence on the Effective Date and shall be in effect until the earlier of (a) substantial completion of Drainage Connection Work; or (b) December 31, 2023. Unless otherwise provided in a written and recorded amendment to this Agreement, the Easement shall terminate and be of no further effect as of December 31, 2023.

3. Use of Easement Area/Permitted Purposes. The Easement shall be used by Commission and any of its affiliates, contractors, subcontractors or utility entities with facilities in or about the adjacent properties together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the “**Permitted Parties**”) solely for construction purposes related to the Drainage Connection Work, including pedestrian and vehicular

(including, without limitation, trucks and other construction vehicles and equipment) ingress and egress to (including, without limitation, parking and staging), on and across the Temporary Easement Area for the purpose of completing the Drainage Connection Work (individually or collectively, the “**Permitted Purposes**”). Commission shall repair any damage to the Project Site caused by or related to the Drainage Connection Work. Commission agrees to use and cause the Permitted Parties to use the Easement Area in a manner which avoids any material interference with the residential use of the Springdale’s Property or Springdale’s operations on the Springdale’s Property. Without limiting the foregoing, Commission shall: (i) in advance of blocking the roads, driveways and accessways on the Project Site coordinate such activity with Springdale, (iii) prevent the use of any parking areas reserved for customers’ use for any purpose and (iv) clean up, at least daily, any debris, mud or dirt on the Project Site (other than in the Temporary Easement Area) resulting from or related to Commission’s activities. Commission further agrees, promptly after completion of the Drainage Connection Work, to repair any damage to the Temporary Easement Area caused by or resulting from Commission’s or any Permitted Parties’ use of the Temporary Easement Area and to restore the Temporary Easement Area to its condition as existed as of the date of this Agreement, including, without limitation, the restoration of pavement, fencing, paths, landscaping and sod replacement as reasonably requested by Springdale.

4. **Indemnification.** Commission shall indemnify and hold harmless Springdale from and against any and all claims, actions, judgments, liabilities, losses, damages, injuries, fines, penalties, costs and/or expenses (including, without limitation, reasonable attorneys' fees and court costs) (collectively the “**Losses and Claims**”) arising from or connected with: (i) the breach by Commission of any term or condition of this Agreement; (ii) injury to, or death of, persons or loss of, or damage to, property, caused by the performance of any work at or about the Temporary Easement Area by the Permitted Parties except to the extent such claims or damages may be due to or caused by the gross negligence or willful misconduct of Springdale; (iii) the negligence or willful misconduct of a Commission related to this Agreement or work at or about the Project Site except to the extent such Losses and Claims may be due to or caused by the gross negligence or willful misconduct of Springdale; or (iv) the filing of any mechanic’s or materialmen’s lien against the Temporary Easement Area or the Project Site relating to the Construction Work or any other work or materials provided by or for the Permitted Parties.

5. **Binding Effect.** The rights, covenants and agreement contained herein shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, assigns and any person claiming by, through or under either party to this Agreement. Notwithstanding the foregoing, (i) the obligations of Commission are Commission shall not assign its rights or obligations under the Temporary Easement Agreement without Springdale’s written consent. If Commission is dissolved or otherwise terminated as an entity, the obligations of Commission hereunder shall immediately be vested with the City of Fishers, Indiana.

6. **Miscellaneous.** This Temporary Easement Agreement shall inure to the benefit of, and be binding upon, the Commission and Springdale. In no event shall Commission be permitted to assign its rights or obligations under this Agreement without the written consent of Springdale; the foregoing shall not, however, limit the rights of Permitted Parties to use the Easement. This Temporary Easement Agreement may be signed in multiple counterparts which, when taken

together, shall constitute one and the same instrument. This Temporary Easement Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Temporary Easement Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Each of Springdale and Commission waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Springdale or Commission may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Temporary Easement Agreement may be modified only by a written agreement signed by Commission and Springdale. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Temporary Easement Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Temporary Easement Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Temporary Easement Agreement. The captions in this Temporary Easement Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Temporary Easement Agreement or the scope or content of any of its provisions. Nothing contained in this Temporary Easement Agreement shall be construed to create a partnership or joint venture between Springdale and the Commission or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Temporary Easement Area is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

7. **Exhibits.** The following exhibits are attached hereto and incorporated herein as if specifically set forth:

Exhibit A: Project Site
Exhibit B: Drainage Connection Work
Exhibit C: Temporary Easement Area

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, each of Springdale and Commission has set its hand and seal as of the day and year first written above.

Springdale:

SPRINGDALE PROPERTIES LLC, an Indiana
limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of SPRINGDALE PROPERTIES LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said Springdale.

Witness my hand and notarial seal this ____ day of _____, 2022.

County of Residence

Signature

Commission Expiration Date

Printed Name

Commission:

City of Fishers Redevelopment Commission

Damon Grothe, President

Attest: _____
Brad Johnson, Secretary

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Damon Grothe and Brad Johnson, the President and Secretary, respectively, of THE CITY OF FISHERS REDEVELOPMENT COMMISSION, a commission of the City of Fishers, who acknowledged the execution of the foregoing instrument for and on behalf of said Commission.

Witness my hand and notarial seal this ____ day of _____, 2022.

County of Residence

Signature

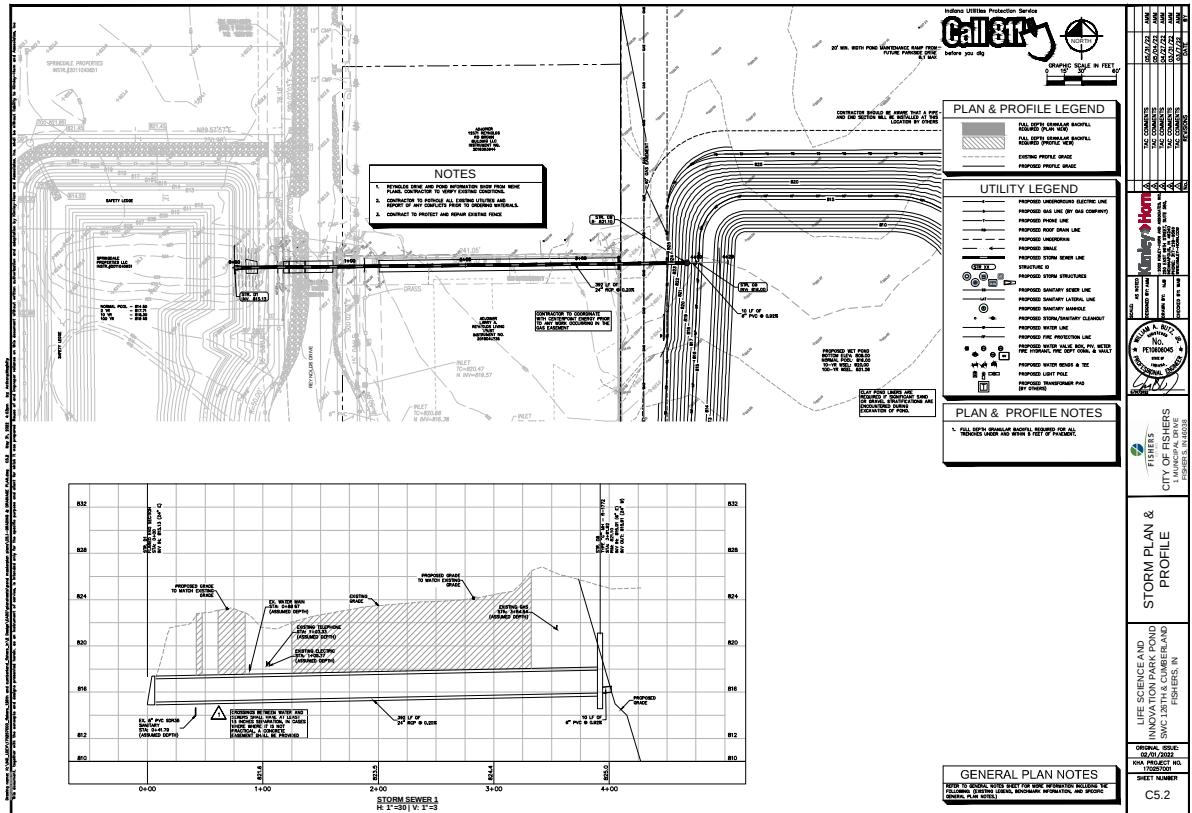
Commission Expiration Date

Printed Name

EXHIBIT A
Project Site

Lot Four (4) in REYNOLDS INDUSTRIAL PARK, as per plat thereof, recorded in Plat Cabinet 5, Slide 640, Instrument No. 2017005480 in the Office of the Recorder of Hamilton County, Indiana.

The Commission shall replace the existing 392 foot long 21-inch RCP located along the north side of the Reynolds Property line with a 24-inch RCP. As part of the construction, the existing pavement will be removed and replaced along the alignment of the proposed pipe.



[illegible]

EXHIBIT J
CONSENT TO ENCROACH AND EASEMENT AGREEMENT

CONSENT TO ENCROACH and EASEMENT AGREEMENT

This Consent to Encroach and Easement Agreement ("Agreement"), dated this ____ day of _____, by and between City of Fishers Redevelopment Commission, a commission of the City of Fishers, authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* ("Commission") and SPRINGDALE PROPERTIES LLC, an Indiana limited liability company, ("Springdale"), contains the following acknowledgments and consents:

1. The Commission owns the following described real estate located in Hamilton County, Indiana:

PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE NORTH LINE THEREOF SOUTH 89 DEGREES 30 MINUTES 11 SECONDS WEST (BEARINGS BASED UPON EAST LINE OF QUARTER SECTION BEING NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST) 2034.35 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 344.55 FEET TO A REBAR WITH CAP STAMPED "FIRM 0102" ON THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-PL-003039 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 1542.02 FEET TO A MAG NAIL; THENCE NORTH 89 DEGREES 21 MINUTES 46 SECONDS EAST 367.69 FEET TO A REBAR WITH NO CAP ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 69 (PROJECT I-69-1(33))), SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2421.83 FEET AND A CHORD BEARING NORTH 59 DEGREES 25 MINUTES 40 SECONDS EAST 57.80 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 57.80 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN THE PLAT OF LOT 1 PIOMBINO DESE AS RECORDED IN INSTRUMENT NO. 2021086794 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE WESTERLY PERIMETER OF SAID PLAT; (1) NORTH 00 DEGREES 47 MINUTES 31 SECONDS WEST 339.81 FEET; (2) SOUTH 89 DEGREES 12 MINUTES 27 SECONDS WEST 50.00 FEET; (3) NORTH 00 DEGREES 47 MINUTES 33 SECONDS WEST 904.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 28 MINUTES 52 SECONDS WEST 79.83 FEET; (4) NORTHWESTERLY ALONG SAID CURVE 80.97 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 174.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 28 MINUTES 52 SECONDS WEST 99.93 FEET; (5) NORTHWESTERLY ALONG SAID CURVE 101.36 FEET; (6) NORTH 00 DEGREES 47 MINUTES 33 SECONDS WEST 58.57 FEET TO THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-PL-003039;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTH LINE OF SAID CAUSE NO. 29C01-1804-PL-003039; (1) SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 11.00 FEET TO A REBAR WITH YELLOW PLASTIC CAP STAMPED K&G LS FIRM 0141 (HEREINAFTER "REBAR"); (2) NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 20.00 FEET TO A "REBAR"; (3) NORTH 51 DEGREES 34 MINUTES 28 SECONDS WEST 24.13 FEET TO A "REBAR"; (4) SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 265.58 FEET TO THE POINT OF BEGINNING, CONTAINING 12.81 ACRES, MORE OR LESS.

(the "Commission Real Estate")

2. Springdale owns the following described real estate located Hamilton County, Indiana:

(Here Insert) ("Springdale Real Estate")

3. The Commission and Springdale acknowledge that there currently exists an improved paved area on the Springdale Real Estate that encroaches upon the Commission Real Estate (the "Encroachment"), said encroachment being more fully depicted on Exhibit "A" and the Survey attached hereto as Exhibit "B" ("Encroachment Area").

4. The Commission hereby consents to the existence of the Encroachments and grants to Springdale the right to enter over, across, upon and through the Encroachment Area to maintain the same and to use the said Encroachment Area, subject to the terms of this Agreement.

5. Springdale hereby waives any claim for adverse possession Springdale may have and accepts this Consent to Encroach.

6. Notwithstanding anything to the contrary contained herein, the Commission hereby reserves and shall retain all rights not expressly provided to Springdale in the Encroachment Area. If the Commission conveys the Commission Real Estate to an unrelated third-party, the Commission or its successor may terminate this Agreement upon one hundred eighty (180) days' notice ("Notice Period"). During the Notice Period, Springdale shall be prohibited from locating any additional property or improvements in the Encroachment Area. Upon termination of this Agreement pursuant to this Section 6, the Parties acknowledge and agree that the Commission or its successor shall have the right to record a unilateral release of this Agreement in the Office of the Hamilton County Recorder (the "Release"), which Release shall have the same force and effect as if Springdale has additionally signed it. After the termination of this Agreement, the Commission or its successor at its sole cost may remove all property and/or improvements located within the Encroachment Area ("Property") as the Commission or its successor deems appropriate, in its sole discretion. Provided that Springdale has not located property or improvements within the Encroachment Area in violation of this Section 6, the Commission or its successor shall have no right to require Springdale to remove the Property.

7. Subject to Section 6, the easement granted by this Agreement, and the associated benefits and obligations, shall run with and bind the Springdale Real Estate and the Commission Real Estate.

8. This Agreement shall only apply to the improved paved area described herein. No additional improvements, changes, alterations, adjustments or modifications shall be made within the Encroachment Area without the prior written consent of the Commission.

9. Springdale shall indemnify, defend and hold harmless the Commission, its employees, elected and appointed officials, and attorneys, from and against any and all claims, losses, suits or judgments, including, without limitation, attorneys' fees and other costs related to damages, injuries to or death of persons or damage to or destruction of property arising out of Springdale's Encroachment or maintenance, operation or use of the Encroachment Area.

10. This Agreement contains the entire understanding between Springdale and Commission with respect to the Encroachment and the Commission's consent, and supersedes all prior understandings, representations and agreements by or between the parties hereunder.

11. The parties hereunder are duly empowered and authorized to execute this Agreement and bind the parties accordingly.

All of which is dated the day and year first written above.

IN WITNESS WHEREOF, each of Springdale and Commission has set its hand and seal as of the day and year first written above.

Springdale:

SPRINGDALE PROPERTIES LLC, an Indiana
limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of SPRINGDALE PROPERTIES LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said Springdale.

Witness my hand and notarial seal this ____ day of _____, 2022.

County of Residence

Signature

Commission Expiration Date

Printed Name

City of Fishers Redevelopment Commission

Attest: _____
Brad Johnson, Secretary

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Damon Grothe and Brad Johnson, the President and Secretary, respectively, of THE CITY OF FISHERS REDEVELOPMENT COMMISSION, a commission of the City of Fishers, who acknowledged the execution of the foregoing instrument for and on behalf of said Commission.

County of Residence

Commission Expiration Date

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EXHIBIT K BARRIER

Reynolds Farm Equipment - Jersey Wall Extension

Exhibit K

Fishers Department of Public Works will add additional level of Jersey Wall, per the meeting with Pat Tarleton (employee with Reynolds Farm Equipment), to the existing current Jersey Wall barrier outlined on the below aerial image with the orange line marking limits of work.



The Jersey Wall blocks we will be installing on top of the existing wall will match in size to what is currently installed. See below for reference.



RESOLUTION NO: FRC 04R032323

**RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION
APPROVING OFFICE SUBLEASE**

WHEREAS, the City of Fishers Redevelopment Commission (the “Commission”) leases certain office space generally located at 11787 Lantern Road, Fishers, Indiana 46038;

WHEREAS, Meyer Najem Construction, LLC (“Meyer Najem”) desires to sublease a portion of the Building pursuant to the Office Sublease attached hereto and incorporated herein as Exhibit A (the “Sublease”), and the Commission desires to sublease the Leased Premises to Meyer Najem; and

WHEREAS, capitalized words used but not defined herein are used with the meaning set forth in the Sublease.

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

Section 1. The Commission hereby approves the Sublease.

Section 2. The President and Secretary of the Commission are hereby authorized to execute the Sublease.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Redevelopment Commission, Hamilton County, Indiana this ____th day of March 2023.

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

YAY

NAY

	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

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

OFFICE SUBLEASE

THIS OFFICE SUBLEASE is executed this 15TH day of March, 2023 (the "Effective Date") ("Lease"), by and between MEYER NAJEM CONSTRUCTION, LLC, an Indiana limited liability company duly registered with the Indiana Secretary of State's Office ("Tenant"), and the CITY OF FISHERS REDEVELOPMENT COMMISSION ("Landlord") as follows:

ARTICLE 1 - LEASE OF PREMISES

Section 1.01. Basic Lease Provisions and Definitions.

- (a) Leased Premises (depicted on Exhibit A attached hereto and incorporated herein): Suite 201 of the building (the "Building"), located at 11787 Lantern Road, Fishers, IN 46038
- (b) Rentable Area: approximately 2,491 rentable square feet
- (c) Monthly Rental Installments: \$4,566.83 per month (\$22.00, sq. foot).
- (d) Commencement Date: April 1, 2023.
- (e) Lease Term: Twenty-Four Months (24), subject to early termination as provided herein.
- (f) Security Deposit: None
- (g) Brokers: None
- (h) Permitted Use: General office purposes
- (i) Address for notices and payments are as follows:

Landlord: City of Fishers Redevelopment Commission^[1]
c/o Economic Development Director
One Municipal Drive
Fishers, IN 46038

Tenant: Meyer Najem Construction, LLC
11787 Lantern Road, Suite 100
Fishers, Indiana 46038

- (j) Building Owner: CVK LLC or its successors or assigns

Section 1.02. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises, under the terms and conditions herein, together with a non-exclusive right, in common with others, to use the following: the areas of the Building, parking areas and the underlying land and improvements thereto that are designed for use in common by all tenants of the Building and their respective employees, agents, customers, invitees and others (collectively, "Common Areas"). Notwithstanding anything to the contrary contained herein, Tenant shall have access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week. Notwithstanding anything contained herein, Landlord shall not have the right to make any changes to the Common Areas that will cause material interference with the conduct of Tenant's business.

Section 1.03. Condition. On the Commencement Date, Landlord shall deliver the Leased Premises to Tenant broom clean and free of debris. Landlord warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating, and air conditioning systems ("HVAC") shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Leased Premises shall be free of material defects, and that the Leased Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law.

Section 1.04. Compliance. Landlord warrants that as of the Commencement Date, to the best of its knowledge, the improvements on the Leased Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations and ordinances (the "Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed.

ARTICLE 2 - TERM AND POSSESSION

Section 2.01. Lease Term.

The Lease Term shall commence as of the Commencement Date and shall terminate, except for those provisions that by their express terms or nature survive termination, twenty-four (24) months later.

Section 2.02. Surrender of the Leased Premises. Upon termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair, (b) remove from the Leased Premises or where located (i) Tenant's Property (as defined in Section 8.01 below), (ii) all data and communications equipment, and (iii) any alterations required to be removed pursuant to Section 7.02 below, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear excepted. All of Tenant's Property that is not removed within ten (10) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section 2.02 shall survive the expiration or any earlier termination of this Lease.

Section 2.03. Holding Over. If Tenant retains possession of the Leased Premises after the termination of this Lease, Tenant shall be a tenant at sufferance at one hundred twenty five percent (125%) of the Monthly Rental Installments for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether said notice is given on the rent paying date. This Section 2.03 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

ARTICLE 3 – RENT

Section 3.01. Base Rent. Tenant shall pay to Landlord the Monthly Rental Installments ("Base Rent" or "Rent") beginning on the Effective Date and on or before the first day of each calendar month thereafter during the Lease Term. Except as specifically provided herein, other than Base Rent, Tenant shall not be liable for any other payments, fees, expenses, costs, taxes, surcharges and other charges related to the Leased Premises.

Section 3.02. Additional Charges. Tenant acknowledges that in certain circumstances, as fully described herein, Landlord shall incur certain additional unanticipated costs and expenses because of action or non-

action by Tenant (the "Additional Rent"). Therefore, in addition to the other remedies available to Landlord hereunder, if any payment required to be paid by Tenant to Landlord hereunder shall become overdue by more than five (5) days, whether a Monthly Rental Installment or Additional Rent, such amount owed shall bear interest at a rate of ten percent (10%) per annum, until paid in full by Tenant. This Section 3.02 shall survive expiration or the earlier termination of this Lease.

ARTICLE 4 - SECURITY DEPOSIT

[intentionally omitted]

ARTICLE 5 - OCCUPANCY AND USE

Section 5.01. Use. Tenant shall use the Leased Premises for the Permitted Use, or any other legal use which is reasonably comparable thereto, and for no other purpose without the prior written consent of Landlord.

Section 5.02. Covenants of Tenant Regarding Use.

(a) Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with all covenants that encumber the Building and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including, without limitation, those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, and (iii) comply with and obey all reasonable directions, rules and regulations of Landlord, including the Building Rules and Regulations attached hereto as Exhibit B and made a part hereof, as may be modified from time to time by Landlord upon reasonable notice to Tenant.

(b) Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way cause a nuisance, obstruct or interfere with the rights of other tenants or occupants of the Building or injure them. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any of Landlord's directions, rules and regulations, but agrees that any enforcement thereof shall be done uniformly. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (i) invalidate any policy of insurance now or hereafter carried by Landlord on the Building, or (ii) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for any increase in premium charged. Landlord shall not unreasonably withhold or delay its consent to any written request for modification of the Permitted Use. If Tenant modifies the Leased Premises, Tenant shall be responsible for returning the Leased Premises to its original condition pursuant to Section 2.02 above.

Section 5.03. Landlord's Rights Regarding Use. Without limiting any of Landlord's rights specified elsewhere in this Lease (a) Landlord shall have the right at any time, without notice to Tenant, to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper, and (b) Landlord, its agents, employees and contractors and any mortgagee of the Building shall have the right to enter any part of the Leased Premises at reasonable times upon reasonable notice (except in the event of an emergency where no notice shall be required) for the purposes of examining or inspecting the same (including, without limitation, testing to confirm Tenant's compliance with this Lease), showing the same to prospective purchasers, mortgagees or tenants, and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary or desirable. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of

this Lease or entitle Tenant to any abatement of Rent therefor. Notwithstanding the foregoing, Landlord agrees that so long as Tenant is not in default hereunder beyond any applicable notice and cure period, Tenant shall, at all times during the Lease Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons claiming under Landlord.

Section 5.04. Landlord's Maintenance and Repair Obligations. Notwithstanding anything to the contrary contained herein, Landlord, at Landlord's sole cost and expense shall be responsible for the maintenance, repair and replacement of the structural elements of the Building including the roof (including roof drains), bearing walls, foundation, columns, and structural slabs; provided, however, that Tenant shall be responsible for any and all costs and expenses of repairs, maintenance or replacement required as a result of Tenant's negligence, which amount owed shall constitute Additional Rent and be paid by Tenant within thirty (30) days of notice from Landlord to Tenant. Landlord represents that it will not modify any portion of the Leased Premises, without the prior written consent of the Tenant, which consent shall not be unreasonably conditioned, delayed, or withheld.

ARTICLE 6 - UTILITIES AND OTHER BUILDING SERVICES

Section 6.01. Services to be Provided. Provided that Tenant is not in default, Landlord, at no cost or expense to Tenant, shall furnish to Tenant, except as noted below, the following utilities and other services for Tenant's use of the Leased Premises for the Permitted Use:

- (a) Heating, ventilation and air-conditioning;
- (b) Electrical current not to exceed four (4) watts per square foot;
- (c) Water in the Common Areas for lavatory and drinking purposes;
- (d) Automatic elevator service;
- (e) Daily cleaning and janitorial services, Monday- Friday, except federally recognized holidays; provided, however, Tenant shall be independently and exclusively responsible for carpet cleaning in the Leased Premises and the costs thereof;
- (f) Washing of windows at intervals reasonably established by Landlord;
- (g) Replacement of all lamps, bulbs, starters and ballasts in Building and Leased Premises as required from time to time resulting from normal usage; and
- (h) Maintenance of the Common Areas, including the removal of rubbish, ice and snow.

Section 6.02. Additional Services.

(a) If Tenant requests utilities or building services in addition to those identified above, or if Tenant uses any of the above utilities or services in frequency, scope, quality or quantity substantially greater than that which is normally required by other similarly situated tenants in the Building, then Landlord shall use commercially reasonable efforts to furnish Tenant with such additional utilities or services. In the event Landlord can furnish such additional utilities or services, the costs thereof (which shall be deemed to mean the cost that Tenant would have incurred had Tenant contracted directly with the utility company or service provider) shall be borne by Tenant, who shall reimburse Landlord monthly on the same day Monthly Rental Installments are due for the same as Additional Rent. Landlord shall also have the right to submeter or separately meter the Leased Premises at Tenant's sole cost, and Tenant shall pay such utilities based on the submeter or separate meter.

(b) If any lights, density of staff, machines or equipment used by Tenant in the Leased Premises materially affect the temperature otherwise maintained by the Building's air-conditioning system or generate substantially more heat in the Leased Premises than that which would normally be generated by

other tenants in the Building or by tenants in comparable office buildings, then Landlord shall have the right to install any machinery or equipment that Landlord considers reasonably necessary in order to restore the temperature balance between the Leased Premises and the rest of the Building, including, without limitation, equipment that modifies the Building's air-conditioning system. All costs expended by Landlord to install any such machinery and equipment and any additional costs of operation and maintenance in connection therewith shall be borne by Tenant, who shall reimburse Landlord for the same as provided in this Section 6.02 within thirty (30) days' notice thereof.

ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONS

Section 7.01. Repair and Maintenance of Building and Leased Premises. Landlord shall make all necessary repairs and replacements to the Leased Premises, including but not limited to the roof, exterior walls, exterior doors, windows, corridors and other Common Areas, and Landlord shall keep the Building in a clean and neat condition and use reasonable efforts to keep all equipment used in common with other tenants in good condition and repair. To the extent any such repairs, replacements or maintenance are required because of the negligence, misuse or default of Tenant, its employees, agents, contractors, customers or invitees, Landlord shall make such repairs at Tenant's sole expense. Notwithstanding the above, Tenant shall be solely responsible for any repair or replacement with respect to Tenant's Property (as defined in Section 8.01 below) located in the Leased Premises, the Building, or the Common Areas. Nothing in this Article 7 shall obligate Landlord to repair normal wear and tear to any paint, wall covering, or carpet in the Leased Premises.

Section 7.02. Alterations. Tenant shall not permit alterations in or to the Leased Premises unless and until Landlord has approved the plans therefor in writing. As a condition of such approval, Landlord may require Tenant to remove the alterations and restore the Leased Premises upon termination of this Lease; otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord and shall not be removed by Tenant. Tenant may, however, make non-structural alterations to the interior of the Leased Premises (excluding the roof) without such consent of the Landlord but upon notice to the Landlord, if they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems. Landlord and Tenant acknowledge and agree that Tenant may install a glass insert on storage room to make it a conference room and hang additional cabinets within the Leased Premises. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration for work performed by or on behalf of Tenant (except with respect to any such costs, losses, expenses or attorneys' fees result from the acts or omissions of Landlord or any affiliate of Landlord). Any contractors and subcontractors engaged by Tenant for any such alterations shall be subject to Landlord's prior written consent. Prior to commencing any alterations, Tenant shall: (a) obtain all permits, licenses, and approvals required for Tenant to perform such work; (b) deliver to Landlord: (i) copies of such permits, licenses, and approvals and (ii) evidence reasonably satisfactory to Landlord that Tenant and/or Tenant's contractor has procured workers' compensation, general liability, and personal and property damage insurance as Landlord may reasonably require; (c) cause any such work to be performed (i) in accordance with the plans approved by Landlord and (ii) in a good and workmanlike manner and in compliance with all applicable laws; (d) ensure that all contractors, subcontractors, laborers, and suppliers performing

work or supplying materials are paid in full; and (e) during the performance of Tenant's work, observe and perform all of its obligations under this Lease.

ARTICLE 8 - INDEMNITY AND INSURANCE

Section 8.01. Release. All of Tenant's trade fixtures, merchandise, inventory, special fire protection equipment, telecommunication and computer equipment, supplemental air conditioning equipment, kitchen equipment and all other personal property in or about the Leased Premises, the Building or the Common Areas, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Leased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "Tenant's Property"), shall be and remain at Tenant's sole risk. Except to the extent caused by the willful misconduct or gross negligence of Landlord, its agents or contractors, Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord from (a) all liability for theft or damage to Tenant's Property, and/or (b) all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the Building or the Common Areas. Nothing contained in this Section 8.01 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.01, the provisions of Section 8.06 shall prevail. This Section 8.01 shall survive the expiration or earlier termination of this Lease.

Section 8.02. Indemnification by Tenant. Except for the willful misconduct or gross negligence of Landlord, its agents, employees or contractors, Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors harmless from and against all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to the use and/or occupancy of Tenant or Tenant's agents, employees, contractors, customers or invitees in or about the Leased Premises, (b) arising out of or relating to any of Tenant's Property, or (c) arising out of any other act or occurrence within the Leased Premises. Nothing contained in this Section 8.02 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.02, the provisions of Section 8.06 shall prevail. This Section 8.02 shall survive the expiration or earlier termination of this Lease.

Section 8.03. Indemnification by Landlord. Except for the negligence or willful misconduct of Tenant, its agents, employees or contractors, Landlord shall protect, defend, indemnify and hold Tenant, its agents, employees and contractors harmless from and against all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent arising out of any other act or occurrence within the Common Area and Building. Nothing contained in this Section 8.03 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.03, the provisions of Section 8.06 shall prevail. This Section 8.03 shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant hereby acknowledges and agrees that Landlord's financial exposure of the City of Fishers or other governmental bodies affiliated with the City of Fishers and/or Landlord for certain claims is limited by the Indiana Tort Claims Act, and Fishers' and its governmental bodies' obligation to indemnify and save Tenant its agents, and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Ind. Code § 34-13-3-4, as amended.

Section 8.04. Tenant's Insurance.

(a) During the Lease Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

(i) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Leased Premises and Tenant's use thereof against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000, for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Property Insurance. Special Form Insurance (which insurance shall not exclude flood or earthquake) in the amount of the full replacement cost of Tenant's Property and betterments (including alterations or additions performed by Tenant pursuant hereto, but excluding those improvements, if any, made pursuant to Section 2.02 above), which insurance shall include an agreed amount endorsement waiving coinsurance limitations.

(iii) Worker's Compensation Insurance. Worker's Compensation insurance in amounts required by applicable law.

(b) All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, licensed to do business in the State in which the Leased Premises is located and having an AM Best's rating of [A IX] or better, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord (to the extent such coverage is available). In addition, Tenant's insurance shall protect Tenant and Landlord as their interests may appear, naming Landlord, Landlord's managing agent, and any mortgagee requested by Landlord, as additional insureds under its commercial general liability policies. On or before the Commencement Date (or the date of any earlier entry or occupancy by Tenant), and thereafter, within thirty (30) days prior to the expiration of each such policy, Tenant shall furnish Landlord with certificates of insurance in the form of ACORD 25 or ACORD 25-S (or other evidence of insurance reasonably acceptable to Landlord), evidencing all required coverages, together with a copy of the endorsements to Tenant's commercial general liability policy evidencing primary and non-contributory coverage offered to the appropriate additional insureds. Upon Tenant's receipt of a request from Landlord, Tenant shall provide Landlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

Section 8.05. Landlord's Insurance. During the Lease Term, Landlord shall maintain the following types of insurance, in the amounts specified below:

(a) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Common Areas against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than

\$2,000,000, for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(b) Property Insurance. Special Form Insurance (which insurance shall not exclude flood or earthquake) in the amount of the full replacement cost of the Building, including, without limitation, any improvements, if any, made pursuant to Section 2.02 above, but excluding Tenant's Property and any other items required to be insured by Tenant pursuant to Section 8.04 above.

Section 8.06. Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Leased Premises, its contents, or other portions of the Building or Common Areas arising from any casualty or other event, including any risk which is required to be insured against by Sections 8.04(a)(ii) and 8.05(b) above. The effect of any such waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The special form coverage insurance policies maintained by Landlord and Tenant as provided in this Lease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Landlord and Tenant, as applicable.

ARTICLE 9 - ASSIGNMENT AND SUBLEASE

Section 9.01. Assignment and Sublease. Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent. In the event of any permitted assignment or subletting, Tenant shall remain liable hereunder and shall cause such assignee or subtenant to observe the rules and regulations, and otherwise abide by the terms, of this Lease.

ARTICLE 10 - DEFAULT AND REMEDY

Section 10.01. Default. The occurrence of any of the following shall be a "Default":

(a) Tenant fails to pay any Monthly Rental Installments within five (5) days after due. Notwithstanding subsection (b) below, the failure to pay any Monthly Rental Installment or any payment of Additional Rent shall be subject to a five (5) day opportunity to cure.

(b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however that such failure shall not be a Default if such failure is not reasonably curable within said 30-day period, so long as Tenant commences to cure such failure with said 30 day period, diligently and in good faith prosecutes such cure to completion and completes such cure within one hundred twenty (120) days after receipt of said notice.

(d) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of this Lease.

(e) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within thirty (30) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within thirty (30) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set

aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of a violation of the performance of any (but not necessarily the same) term or condition of this Lease three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at Landlord's option, represent a separate Default.

Section 10.02. Remedies. Upon the occurrence of any Default, it is covenanted and agreed that if Tenant neglects or fails to perform or observe any material covenants, terms, provisions or conditions contained herein within thirty (30) days after written notice of default, or such additional time as is reasonably required to correct any such default (except for payment of Rent or other charges, which shall carry a five (5) day time to cure), Landlord shall have the following rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

(a) Landlord may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse Landlord for any costs and expenses that Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action.

(b) Upon terminating this Lease under the terms set forth in this Section, Landlord may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises, and Tenant shall immediately surrender the Leased Premises to Landlord, and Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that Landlord may have. Upon termination of this Lease, Landlord may also collect from Tenant Base Rent for the balance of the Lease Term (the "Accelerated Rent"). Upon termination of possession as provided in this Section, Tenant shall be obligated to pay to Landlord (A) the Accelerated Rent, (B) all loss or damage that Landlord may sustain by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, tenant finish improvements, brokers' commissions and attorneys' fees. It is expressly agreed and understood that all of Tenant's liabilities and obligations set forth in this subsection (b) shall survive termination of this Lease.

Landlord and Tenant acknowledge and agree that the payment of the Accelerated Rent shall not be deemed a penalty, but merely shall constitute payment of liquidated damages, it being understood that actual damages to Landlord are extremely difficult, if not impossible, to ascertain. Neither the filing of a dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

Section 10.03. Landlord's Default and Tenant's Remedies. If Landlord is in default under any of its obligations under this Lease and such default continues for more than thirty (30) days after written notice from Tenant to Landlord, Tenant may pursue all remedies at law or in equity; provided, however, in the event of any default for which notice has been given as provided herein, which because of its nature can be cured (but not within such thirty (30)-day period, other than the failure to pay a sum of money which shall in all events be cured within such 30-day period), such default shall be deemed remedied if the correction thereof shall have been commenced within said thirty (30)-day period and shall, when commenced, be diligently prosecuted to completion. Tenant's right to seek any remedy for Landlord's default shall not be deemed waived by the failure to exercise said right nor shall any such failure estop Tenant from afterward asserting said right to seek any remedy as provided herein or as provided by law. The remedies of Tenant shall be cumulative and include all remedies as provided by law or in equity, and no one of them shall be construed as exclusive of any other or of any remedy provided by law. Any prior waiver of any of Tenant's rights under the Lease shall not constitute a waiver of Tenant's rights to

damages in event of subsequent default or breach of Landlord. If Landlord fails to cure a default within thirty (30) days after receipt of notice from Tenant, or if having commenced said cure Landlord does not diligently prosecute to completion, then Tenant may elect to cure such default at Tenant's expense and offset from Rent the actual and reasonable cost to perform such cure. Tenant shall document the cost of said cure and supply said documentation to Landlord. In no event, however, shall Landlord be liable to Tenant for any punitive damages.

Section 10.04. Limitation of Landlord's Liability. If Landlord fails to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Section 10.05. Nonwaiver of Defaults. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Section 10.06. Attorneys' Fees. If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for reasonable attorneys' fees actually incurred and documented in connection therewith.

ARTICLE 11 – MISCELLANEOUS

Section 11.01. Benefit of Landlord and Tenant. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

Section 11.02. Indiana Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.

Section 11.03. Force Majeure. Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

Section 11.04. Examination of Lease. Submission of this instrument by Landlord to Tenant for examination or signature does not constitute an offer by Landlord to lease the Leased Premises. This Lease shall become effective, if at all, only upon the execution by and delivery to both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord constitutes an offer to lease the Leased Premises on the terms contained herein.

Section 11.05. *[Intentionally Omitted]*.

Section 11.06. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the other party at the address specified in Section 1.01(h). If sent by overnight courier, notice shall be deemed to have been given one (1) day after sending. If mailed, notice shall be deemed to have been given three (3) business days following mailing. Either party may change its address by giving written notice to the other party.

Section 11.07. Partial Invalidity; Complete Agreement. If any provision of this Lease is held invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 11.08. Representations and Warranties.

(a) Landlord hereby represents and warrants that (i) Landlord is a public body of the State of Indiana or a political subdivision thereof; and (ii) the individual(s) executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

(b) Tenant hereby represents and warrants that (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Tenant is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

Section 11.09. Signage. Landlord, at its cost and expense, shall provide Tenant with standard signage on the main interior Building directory (and shall include Tenant's subdivisions on any lobby directory). Any changes requested by Tenant to the initial directory or suite signage shall be made at Tenant's sole cost and expense and shall be subject to Landlord's approval. Landlord may install such other signs or tenant identification information on the access doors to the Leased Premises. Tenant shall not place any exterior signs on the Leased Premises or interior signs visible from the exterior of the Leased Premises without the prior written consent of Landlord.

Section 11.10. Parking. Tenant shall be entitled to the non-exclusive use of the parking spaces designated for the Building. Tenant agrees to reasonably cooperate with Landlord and other tenants in the use of the parking facilities and to abide by the conditions and restrictions imposed upon Landlord under any agreement by which Landlord shares with other parties the use of any parking area that is also available for use by occupants of the Building. Landlord reserves the right in its reasonable discretion to determine whether parking facilities are becoming crowded and, in such event, to equitably allocate parking spaces between Tenant and other tenants in the Building. There will be no assigned parking unless Landlord, in its sole discretion, deems such assigned parking advisable. No vehicle may be repaired or serviced in the parking area and any vehicle brought into the parking area by Tenant, or any of Tenant's employees, contractors or invitees, and deemed abandoned by Landlord will be towed and all costs thereof shall be borne by the Tenant. All driveways, ingress and egress, and all parking spaces are for the joint use of all tenants. There shall be no parking permitted on any of the streets or roadways located adjacent to the Building, except to the extent parking spaces are located within a public right-of-

way and are legally available for parking by members of the public (including employees and invitees of Tenant). Tenant's visitors will have non-exclusive use, along with visitors to the Building, of all spaces marked for visitors, and Tenant agrees that its employees will not park in the spaces designated visitor parking.

Section 11.12. Consent. Where the consent of a party is required, such consent will not be unreasonably withheld.

Section 11.13. Time. Time is of the essence of each term and provision of this Lease.

Section 11.14. Patriot Act. Landlord and Tenant hereby represent their compliance and agreement to continue to comply with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("Executive Order"). Each of Landlord and Tenant further represents (such representation to be true throughout the Lease Term) (i) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (ii) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac.

Section 11.15. Subordination, Non-Disturbance and Attornment. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to execute or deliver any Subordination, Non-Disturbance or Attornment Agreement (nor any Estoppel Certificate) if such documents would materially decrease Tenant's rights or materially increase Tenant's obligations hereunder.

Section 11.16. *[Intentionally Omitted]*.

Section 11.17. Compliance with Laws. Landlord and Tenant agree to comply with applicable laws, with their respective responsibilities to be allocated as follows:

(a) Tenant will be responsible for compliance with all applicable laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force with respect to the operation of Tenant's business.

(b) Except for the obligations of Tenant under clause (a) above, Landlord shall be responsible for compliance with all applicable laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may be thereafter be in force that affect the Building, including without limitation, the requirements under the Americans With Disabilities Act and other similar Indiana state laws (collectively, the "Disability Statutes") and local building or fire code requirements applicable to the Building. Any alterations made to the Building or Leased Premises to comply with any such statutes shall be made solely at Landlord's cost and expense and shall not be charged to Tenant in any manner.

Section 11.18. Option to Extend the Lease Term. Tenant shall have the right. During the initial Lease Term only, to extend the Lease Term of the Office Sublease ("Extension Option") for one (1) period of twenty-four (24) months ("1st Extension Term") at the same Monthly Rental Installments as the initial Lease Term upon all the following conditions:

- (a) Tenant shall exercise the Extension Option by written notice ("Extension Notice") to Landlord which must be received by Landlord not later than 5:00 p.m. on the date six (6) months prior to the Expiration Date; and
- (b) Tenant is not in default under the Lease beyond any applicable cure periods at the time that Tenant delivers its Extension Notice

ARTICLE 12 - CASUALTY

In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees promptly to restore and repair same; provided, however, Landlord's obligation hereunder with respect to the Leased Premises shall be limited to the reconstruction of such of the leasehold improvements as were originally made by Landlord, if any. Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (a) so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days from the casualty date; or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Notwithstanding anything to the contrary contained herein, if the damage to the Leased Premises or the Building is a partial casualty that effects more than twenty percent (20%) of the Leased Premises and has not been repaired and the Leased Premises made ready for occupancy within sixty (60) days after the date of the casualty, damage or destruction, then the Tenant shall have the right and option to terminate this Lease by giving written notice to Landlord at any time within fifteen (15) days after the end of such sixty (60) day period. Additionally, if the damage is to such an extent that it cannot reasonably be repaired and the Premises made ready for occupancy within sixty (60) days after the date of the casualty, damage or destruction, then Tenant may terminate this Lease within fifteen (15) days after the date of the casualty, damage or destruction by giving written notice to Landlord. Following any casualty loss which renders the Leased Premises untenantable, Tenant shall be entitled to an abatement of rent from the date of the damage or destruction until the Leased Premises are rendered tenantable notwithstanding any negligence on the part of Tenant. If only a portion of Leased Premises is rendered untenantable, then Tenant's rent shall be partially abated considering the diminution in value of the Premises. If this Lease is terminated, Rent shall be prorated to the date of the casualty, damage or destruction and any prepaid Rent or other prepaid amounts shall be refunded to Tenant.

ARTICLE 13 - EMINENT DOMAIN

If all or any substantial part of the Building, Leased Premises or Common Areas shall be acquired by the exercise of eminent domain (collectively, "Condemnation"), Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain so that the Leased Premises shall become impractical for Tenant to use for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant shall be entitled to any compensation paid by the condemner for Tenant's relocation expenses, and/or trade fixtures, if this Lease is terminated pursuant to the provisions of this paragraph. If this Lease is not terminated by reason of the Condemnation, Landlord shall repair any damage to the Leased Premises by such Condemnation.

ARTICLE 14 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES

Section 14.01. Environmental Definitions.

(a) "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.

(b) "Hazardous Substances" shall mean those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws and petroleum products.

Section 14.02. Restrictions on Tenant. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

Section 14.03. Notices, Affidavits, Etc. Tenant shall immediately (a) notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of any Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises, and (b) deliver to Landlord any notice received by Tenant relating to (a)(i) and (a)(ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

Section 14.04. Indemnification. Tenant shall indemnify Landlord and Landlord's managing agent from all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article 14. The covenants and obligations under this Article 14 shall survive the expiration or earlier termination of this Lease.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

By:

Damon Grothe, President

Attest:

Brad Johnson, Secretary

TENANT

Meyer Najem Construction, LLC

A handwritten signature in black ink, appearing to read 'Russell', written over a horizontal line.

Tim Russell, President

EXHIBIT A^{SEP}

SITE PLAN OF LEASED PREMISES [TO BE ADDED]

EXHIBIT B

SEP RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. Landlord shall control the Common Areas.
2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises other than Landlord standard window coverings without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and tube color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sun screened without written consent of Landlord.
3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Leased Premises, the Building or in the Common Areas including the parking area without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant. The lobby directory will be provided exclusively for the display of the name and location of tenants only, and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering.
4. The sashes, sash doors, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by tenant.
5. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.
6. No tenant shall mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building (except for nails for the display of artwork). No boring, cutting or stringing of wires or laying of any floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct. Landlord shall direct electricians as to where and how telephone or data cabling are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord.
7. No bicycles (unless otherwise permitted by Landlord), vehicles, birds or animals (other than service animals) of any kind (except seeing eye dogs) shall be brought into or kept in or about the Leased Premises, and no cooking shall be done or permitted by any tenant on the Leased Premises, except microwave cooking, and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees. No tenant shall cause or permit any unusual or objectionable odors to be produced in or permeate from the Leased Premises.
8. The Leased Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Leased Premises. No tenant shall occupy or permit any portion of the Leased Premises to be occupied as an office for the

manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or a dance, exercise or music studio, or any type of school or daycare or copy, photographic or print shop or an employment bureau without the express written consent of Landlord. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

9. No tenant shall make, or permit to be made any unseemly, excessive or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether using any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.

10. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Leased Premises any flammable, combustible or explosive fluid, chemical or substance or firearm.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made to existing locks or the mechanism thereof. Each tenant must upon the termination of his tenancy, restore to the Landlord all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

12. No tenant shall overload the floors of the Leased Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials shall be repaired by Landlord at the sole cost and expense of tenant, who shall reimburse Landlord immediately therefor upon demand. All removals or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours that Landlord shall reasonably determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be done upon previous notice to Landlord and under Landlord's supervision, and the persons employed by any tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Landlord to distribute the weight.

13. Landlord shall have the right to prohibit any advertising by any tenant that, in Landlord's opinion tends to impair the reputation of the Building or its desirability as an office location, and upon written notice from Landlord, tenant shall refrain from or discontinue such advertising.

14. The business hours for the Building shall be 8 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 1 p.m. on Saturday, excluding legal holidays. Landlord reserves the right to require all persons entering the Building between the hours of 6:00 p.m. and 8:00 a.m. and at all hours on Saturday, Sunday and legal holidays to register with Landlord's security personnel. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error regarding the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to

prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.

15. No tenant shall purchase janitorial or maintenance or other like services, from any person or persons not approved by Landlord. Any persons employed by any tenant to do janitorial work or other work in the Leased Premises shall, while in the Building and outside of the Leased Premises, be subject to and under the control and direction of Landlord (but not as an agent or servant of Landlord), and tenant shall be responsible for all acts of such persons.

16. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

17. All office equipment of any electrical or mechanical nature shall be placed by tenant in the Leased Premises in settings that will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.

18. No air-conditioning unit or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord.

19. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.

20. The scheduling of tenant move-ins shall be before or after normal business hours and on weekends, subject to the reasonable discretion of Landlord.

21. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of \$50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.

22. Tenants will ensure that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.

23. Parking spaces associated with the Building are intended for the exclusive use of passenger automobiles. Except for intermittent deliveries, no vehicles other than passenger automobiles may be parked in a parking space without the express written permission of Landlord. Tenant, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Building, observe and obey all signs regarding fire lanes and no-parking and driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles except to the extent arising out of the negligence or willful misconduct of Landlord, the managing agent or any of their respective partners, directors, officers, agents or employees.

24. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

It is Landlord's desire to maintain in the Building and Common Areas the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. The Landlord reserves the right to make such other and further rules and regulations as in its judgment may

from time to time be necessary for the safety, care and cleanliness of the Building and Common Areas, and for the preservation of good order therein.

RESOLUTION NO: FRC 02R032323

**RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION
APPROVING SURFACE PARKING USE AGREEMENT**

WHEREAS, the City of Fishers Redevelopment Commission (the “Commission”) leases property generally known as 12175 Visionary Way, Fishers, Indiana 46038 (the “Property”), and has the right to use and the surface parking lot generally located at the Property (the “Parking Facility”);

WHEREAS, Alhuda has requested the right to use a portion of the Parking Facility as overflow parking for its mosque generally located at 12213 Lantern Road, Fishers, Indiana 46038; and

WHEREAS, the Commission desires to allow Alhuda to use the Parking Facility pursuant to the Surface Parking Use Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”).

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

Section 1. The Commission hereby approves the Agreement.

Section 2. The President and Secretary of the Commission are authorized to execute the Agreement.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Redevelopment Commission, Hamilton County, Indiana this ____th day of March 2023.

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

YAY

NAY

	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

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

SURFACE PARKING USE AGREEMENT

This Surface Parking Use Agreement ("Agreement") is entered into this 16th day of March, 2023 (the "Effective Date"), by and between Alhuda Foundation, Inc., an Indiana nonprofit corporation ("Alhuda"), and the City of Fishers Redevelopment Commission, a commission of the City of Fishers existing and authorized pursuant to Ind. Code § 36-7-14 *et. seq.* ("RDC"), as follows:

RECITALS:

WHEREAS, RDC is the lessor of property generally known as 12175 Visionary Way, Fishers, Indiana 46038 (the "Property"), and has the right to use and the surface parking lot generally located at the Property (the "Parking Facility");

WHEREAS, Alhuda has requested the right to use a portion of the Parking Facility as overflow parking for its mosque generally located at 12213 Lantern Road, Fishers, Indiana 46038; and

WHEREAS, RDC desires to allow Alhuda to use the Parking Facility.

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

1. **Consideration.** In consideration and as material inducement for the RDC entering into this Agreement and providing Alhuda a license to use the Parking Facility, Alhuda hereby agrees as follows:

A. Release, Waiver and Agreement to Hold Harmless. Alhuda acknowledges and agrees that use of the Parking Facility may involve risk and that injury, death, property damage or other harm could occur to Alhuda, its employees, representatives, agents, invitees or others (the "Alhuda Parties"). Alhuda hereby accepts and voluntarily incurs and assumes all risks of any injuries, damages, or harm, including, without limitation, to Personal Property (for purposes of this Agreement "Personal Property" shall include, without limitation, vehicles, electronics, and all other forms of personal property in or about the Parking Facility) that arises or results from Alhuda's use of the Parking Facility. Further, Alhuda hereby waives all claims against the RDC, Fishers Entrepreneurship Center, Inc., and each of their officers, agents, representatives and employees (individually or collectively, the "Released Parties") for any injuries, damages, liabilities, losses, expenses or claims (including reasonable attorneys' fees and reasonable and documented expenses at the trial and appellate levels)("Claims"), that arise during or result, directly or indirectly, from Alhuda's use of the Parking Facility.

B. Indemnification by Alhuda. Alhuda shall protect, defend, indemnify and hold each of the Released Parties harmless from and against all Claims to the extent (a) arising out of or relating to Alhuda's use of the Parking Facility.

This Section 1 shall survive the expiration or earlier termination of this Agreement.

2. **Term, Renewals & Termination.** The initial term of this Agreement shall be thirty (30) days beginning on the Effective Date and continuing for additional thirty (30) day periods (individually or collectively, the "Term"), unless terminated by either party upon ten (10) days written notice.

3. **License for Use.** Alhuda hereby acknowledges and agree that this Agreement provides Alhuda a license for use of the Parking Facility to park passenger vehicles and does not convey or confer a property right, including, without limitation, a leasehold interest, in the Parking Facility to Alhuda.

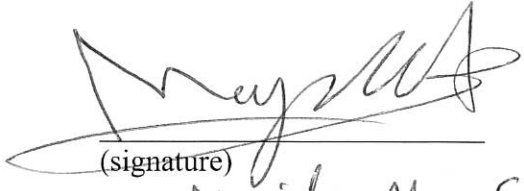
4. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.

5. **Notices.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to the RDC at City of Fishers Redevelopment Commission, Attn: Damon Grothe, President, with a copy to: Jennifer Messer (via email) at jennifermesserlaw@gmail.com; and to Alhuda at _____, Attn: _____, with a copy to _____. Each of the parties may change/its address for notice from time to time by delivering notice to the other party as provided above.

abusalih@nconnect.net
ali@sllawfirm.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ALHUDA FOUNDATION, INC.


(signature)

By:

Majdi Abu-Salih, MD

(printed)

Its:

President

(printed)

CITY OF FISHERS
REDEVELOPMENT COMMISSION

Damon Grothe, President

Attest:

Brad Johnson, Secretary

RESOLUTION NO: FRC 03R032323

**RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION
APPROVING WIFI QUOTE FOR LAUNCH FISHERS SITE**

WHEREAS, the City of Fishers Redevelopment Commission (the “Commission”) leases certain property generally located at 12175 Visionary Way, Fishers, Indiana where Launch Fishers is located (the “Launch Fishers Site”);

WHEREAS, the WiFi facilities at the Launch Fishers Site require replacement or, beginning in September, 2023, Launch will not be able to access updates to its systems and networks;

WHEREAS, Resultant offers quantity purchase agreement (“QPA”) pricing, and the Commission desire to contract with Resultant to provide and install the updated WiFi facilities; and

WHEREAS, specifically, the Commission desires to approve the Resultant quote attached hereto as Exhibit A (the “QPA Quote”).

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

Section 1. The Commission hereby approves the QPA Quote.

Section 2. The President and Secretary of the Commission are authorized to execute the QPA Quote.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Redevelopment Commission, Hamilton County, Indiana this ____th day of March 2023.

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

YAY

NAY

	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

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

City of Fishers | Launch Fishers Network

Quote #002675 v1



Prepared For:

City of Fishers

Tracy Gaynor
City Hall
1 Municipal Drive
Fishers, IN 46038

P: (317) 595-3114

E: gaynort@fishers.in.us

Prepared by:

Resultant

Peter Duckwall
111 Monument Circle
Suite 202
Indianapolis, Indiana 46240

P: (317) 426-7023

E: pduckwall@resultant.com

Date Issued:

03.21.2023

Expires:

04.25.2023

Hardware

Description	Price	Qty	Ext. Price
MX95-HW Meraki MX95 Router/Security Appliance	\$3,190.60	1	\$3,190.60
LIC-MX95-SEC-3Y Meraki MX95 Advanced Security License and Support, 3YR	\$5,960.79	1	\$5,960.79
MR46-HW Meraki MR46 Wi-Fi 6 Indoor AP	\$1,018.82	11	\$11,207.02
LIC-ENT-3YR Meraki MR Enterprise License, 3YR	\$243.85	11	\$2,682.35
Subtotal:			\$23,040.76

Quote Summary	Amount
Hardware	\$23,040.76
Subtotal:	\$23,040.76
Estimated Tax:	\$1,612.85
Total:	\$24,653.61

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance

Resultant

City of Fishers

Peter Duckwall

Signature / Name

03/21/2023

Date

Tracy Gaynor

Signature / Name

Initials

Date

RESOLUTION NO: FRC 05R032323

**RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION
APPROVING OFFICE SUBLEASE RENEWAL**

WHEREAS, on or about October 30, 2020, the City of Fishers Redevelopment Commission (the “Commission”) and 7Hops.com Inc., a Delaware corporation duly registered with the Indiana Secretary of State’s Office, previously d/b/a ZergNet and currently d/b/a as Static (“Tenant”), entered into that certain Office Sublease for the sublease of office space generally located at 11787 Lantern Road, Fishers, Indiana 46038, Suite 201 (the “Sublease”);

WHEREAS, pursuant to the Sublease, Tenant had the option to renew the Sublease for an additional period of twenty-four (24) months by sending the Commission notice of Tenant’s intent to exercise the option to renew the Sublease (the “Tenant Notice”) on or before August 31, 2022;

WHEREAS, Tenant did not send the Commission the Tenant Notice by August 31, 2022, however Tenant has since advised the Commission that it desires to renew the Sublease;

WHEREAS, the Commission desires to approve Tenant’s renewal of the Sublease as if the required Tenant Notice was issued by August 31, 2022; and

WHEREAS, capitalized words used but not defined herein are used with the meaning set forth in the Sublease.

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

Section 1. The Commission hereby approves Tenant’s renewal of the Sublease as if the Tenant Notice was issued, consistent with the Sublease, by August 31, 2022.

Section 2. The Term of the Sublease is hereby renewed and shall continue, unless terminated pursuant to its provisions, until February 28, 2025.

Section 3. All remaining provisions of the Sublease shall remain in full force and effect.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Redevelopment Commission, Hamilton County, Indiana this ____th day of March 2023.

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

YAY

NAY

	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

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



Sent via email only:

March 23, 2023

Robin Mills, Auditor
33 N 9th Street
Suite L21
Noblesville, Indiana 46060

Re: Notice Regarding TIF Revenues

The Fishers Redevelopment Commission (the "Commission") previously established the allocation areas identified in Exhibit A enclosed with this letter (collectively, the "TIF Allocation Areas") for the purposes of capturing tax increment revenues pursuant to Ind. Code § 36-7-14-39 and Ind. Code § 36-7-14-39.3 (the "TIF Revenues"). This letter is to notify you, pursuant to Ind. Code § 36-7-14-39(b)(4), that the Commission has determined that for budget year 2024 (23p24), the Commission will need to capture all of the incremental assessed value from the TIF Allocation Areas to generate TIF Revenues sufficient to meet the Commission's outstanding debt service obligations, to pay for projects that are located in or directly serve and benefit the TIF Allocation Areas, and to meet other purposes described in Ind. Code § 36-7-14-39(b)(3). Therefore, there is not excess assessed value from the TIF Allocations Areas that may be allocated to the respective taxing units for budget year 2024 (23p24).

Best Regards,

By: _____

Title: _____

cc: Taxing Entities



EXHIBIT A: ALLOCATION AREAS

- Allisonville Corridor Allocation Area
- Britton Park Economic Development Allocation Area
- Clarian Economic Development Allocation Area
- Commons Economic Development Allocation Area
- Crosspoint Economic Development Allocation Area
- Downtown Allocation Area (including personal property)
- Fishers Automotive Economic Development Allocation Area
- Research and Technology Park Economic Development Allocation Area
- River Place Allocation Area
- Saxony Economic Development Allocation Area
- Shops at Geist Pointe Economic Development Allocation Area
- St. Vincent Economic Development Allocation Area
- State Road 37 Economic Development Allocation Area
- Town Economic Development Allocation Area
- Village Center Economic Development Allocation Area
- 116th Street Allocation Area
- Sun King Allocation Area (including personal property)
- Central Indiana Orthopedics Allocation Area
- Airport Allocation Area
- The Yard Allocation Area
- The Stations Allocation Area
- Metropolitan Airport Allocation Area
- Pullman Pointe Allocation Area
- 126th & Cumberland (Stevanato) Allocation Area
- Highline Allocation Area
- 96th Residential Allocation Area
- 96th Commercial Allocation Area
- REV Allocation Area