CITY OF FISHERS AGENDA

BOARD/COMMISSION: Town Hall Building Corporation Meeting
DATE: 8/12/2024, at 4:00 PM
DIRECTIONS: Fishers Municipal Center , 1 Municipal Drive , Fishers , IN 46038

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

1. **Call to Order**
2. **Confirmation of Quorum and Proper Notice of Meeting**
3. **Consent of Previous Meeting Minutes**
    a. 7-8-24
4. **New Business**
    a. City View Project Agreement
    b. ASM Security Agreement
    c. Plaza Sponsorship Agreement
5. **Adjournment**

MEETING OF THE FISHERS TOWN HALL BUILDING CORPORATION
THBC 7/8/24

Commenced at 4:00.
Quorum Confirmed and Notice Confirmed
In attendance:
Jay Bangert
Troy Woodruff
Ben Jefferis
Josh Richardson
Rich Block
Joe Eaton was not present.
Also in attendance: Megan Baumgardner, Jennifer Messer, Lawrence Summers, Jordan Willy, Kay Prange, Larry Lannan, Mitch List, Tony Hesch, Chris Whittemore, Ann Clendenin

Minutes from the 4/15/24 and 5/22/24 meetings were approved.

The **Parking Agreement** with LAZ was presented by Mitch List and Elliott Hultgren. No signatures needed.
Mr. Bangert asked for a Motion. Mr. Jefferis made a Motion to approve, seconded by Mr. Woodruff. The Motion was approved, 5-0.

The **Fishers Freight Arena Football** agreement was presented, and is similar to the Indy Fuel agreement.
Mr. Bangert asked for a Motion. Mr. Woodruff made a Motion to approve, seconded by Mr. Block. The Motion was approved, 5-0.

The **Amp West #rd Amendment** was presented by Jordan Willy. The amendment mainly covers pond work and streetscape/parking.
Mr. Bangert asked for a Motion. Mr. Block made a Motion to approve, seconded by Mr. Woodruff. The Motion was approved, 5-0.
The Amendment will move over to the RDC for approval.

The **96th Street Grant Program** was presented and will be administered by the THBC.
Mr. Bangert asked for a Motion. Mr. Block made a Motion to approve, seconded by Mr. Jefferis. The Motion was approved, 5-0.

Mitch List presented ASM's Event Center updates. Announcements are coming about inaugural shows, Indy Fuel season, Suite sales, the upcoming security agreement. Tony, Chris, and Ann also gave updates regarding marketing, naming rights to the outdoor plaza, equipment procurement, seating, flooring, and the ice rink. The Building will be airtight next month.

The meeting adjourned at 4:46.

DRAFT

PROJECT AGREEMENT

This Project Agreement (the "Agreement") is executed as of the 20th day of May, 2024, by and among CityView Fisher, LLC (f/k/a HighGround Fishers I, LLC), an Indiana limited liability company ("Developer"), CityView Fishers, Inc. (f/k/a HighGround Fishers I, Inc.), an Indiana corporation ("Owner" and together with the Developer, the "Company"), the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("City"), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the "EDC"), the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq*. (the "RDC"), and the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the "Building Corp."), on the following terms and conditions:

Recitals

WHEREAS, Company is an Indiana real estate development company with a reputation of delivering complex multi-family, office, retail and community amenities across Indiana, including large, multi-use developments like the Spark in Fishers, the Barlow in Plainfield, the Levinson in Noblesville and the Linc in Valparaiso, among others;

WHEREAS, the City continues to work to fulfill its master development plan, first set out in the City's Nickel Plat District Code, originally adopted February 17, 2014, to create a sustainable, pedestrian friendly downtown district where residents live, work and play and that drives jobs and investment in the City (the "Plan");

WHEREAS, as part of the Plan, the City has (a) worked with companies to develop multiple mixed-use developments that include apartments, condominiums, townhomes, office space and retail; (b) incented multiple high-growth, high-technology businesses to locate to the City; and (c) developed a life sciences corridor;

WHEREAS, as part of its Plan, the City desires to incentivize the development of age restricted, multi-family and higher density development within its downtown Nickel Plate District;

WHEREAS, Company submitted a proposal to City Bodies for a mixed-use development consisting of (i) approximately one hundred ninety (190) luxury, age restricted, active adult (55 and over in conformance with the Housing for Older Persons Act, as amended from time to time) residential units and (ii) approximately eighteen thousand six hundred ninety-five (18,695) of commercial/retail and restaurant space along 116th Street adjacent to the First Internet Bank building;

WHEREAS, Company has submitted a proposal to City Bodies for the development of the Project on the Project Site, and the City Bodies have determined that Company's proposal was submitted pursuant to and consistent with the Plan;

WHEREAS, as a result, City Bodies have agreed to provide certain incentives to assist Company in the construction of the Project pursuant to this Agreement;

WHEREAS, Company expects that its total investment in the Project will be approximately Ninety-Three Million and no/100 Dollars ($93,000,000.00); and

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

Agreement

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

1. Defined Terms.

Additional Bond(s) shall mean one or more series of taxable economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et. seq*., the sale of such Additional Bonds shall be solely the responsibility of City, and Company shall not guaranty the repayment of the Bonds.

Additional Bond Proceeds shall mean that portion of the net proceeds of the Additional Bonds in an amount that, when added to the TIF Bond Projected Proceeds, makes the sum of the Bonds Proceeds Twenty-Five Million, Seven Hundred Three Thousand, Five Hundred Forty-Four and no/100 Dollars ($25,703,544.00), which Additional Bond Proceeds shall be made available to Company for Approved Costs, pursuant to the Funding Agreement.

Allocation Area shall mean a separate and distinct tax allocation area established by City Bodies pursuant to Ind. Code § 36-7-14 *et seq*. for the Project Site, which Allocation Area shall be established prior to Closing.

Ancillary Agreements shall mean, individually or collectively, the instruments and agreements referenced or contemplated herein, including, without limitation, the Funding Agreement, Taxpayer Agreement, Multi-Party Agreement, Bond Documents, Garage Lease, and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement.

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

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

Bonds shall mean, jointly, the Additional Bonds and the TIF Bonds.

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

Bond Proceeds shall mean, jointly, the TIF Bond Proceeds and Additional Bond Proceeds.

Bond Term shall mean, for each of the TIF Bonds and Additional Bonds, twenty-five (25) years from the date of issuance.

Change Order shall mean a change order executed by the City (or its designee) and Company

finalizing the inclusion into the Final Documents of a change proposed in a Change Order Request by Company that is approved by the City (or its designee); provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Company.

Change Order Request shall mean a written request for a change to the Final Documents.

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

City Fees shall mean all local fees assessed by City in connection with Company's development and construction of the Projects on the Project Site, including but not limited to inspection fees, impact fees, improvement location fees, permit fees, sign permit fees, sewer and stormwater fees (such as capacity, connection, impact, and tap fees associated with initial construction, but not including post-occupancy monthly user fees, variance requests, and inspection fees).

City Parcel shall mean the real property generally known as "Rotary Park", identified by property identification no. 15-15-06-01-01-001.000 and depicted in Exhibit A.

City Parking Spaces shall mean parking spaces in the Garage that shall be available for the City to hold open as public parking free of charge on weekdays (Monday – Friday) 8:00a.m. - 5:00p.m. The number of City Parking Spaces shall equal the final total number of parking spaces in the garage less the final total number of residential units in the Mixed-Use Building. The City shall not be entitled to charge for use of the City Parking Spaces or grant and record easements or provide licenses to other entities for use of the City Parking Spaces. Use of the City Parking Spaces shall be governed by the Declaration.

Claims shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

Closing shall mean the completion of the following: (a) Company's acquisition of all parcels comprising the Project Site; (b) recordation of the Construction Phase Plat (if such recordation has not previously occurred); (c) execution (if such execution has not previously occurred) of all Ancillary Agreements; (d) the City's issuance of the TIF Bonds and the purchase of the TIF Bonds by the Company or a related entity; (e) conveyance of the City Parcel to the Company pursuant to the City Deed; (f) conveyance of the Garage Parcel to the Building Corp. pursuant to the Garage Parcel Deed; and (g) Project Lender issuing the Project Loan to Company (and Company authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions).

Closing Costs shall mean all recording fees, escrow closing costs, and such other closing fees, costs, and charges customarily associated with closing of the TIF Bonds.

Closing Date shall mean, the date on which the Closing occurs, which date shall be by or before the Outside Closing Date.

Company Parcel shall mean the portion of the Project Site depicted on **Exhibit B**, on which the Company will construct that portion of the Project that does not sit atop the Garage.

Concept Plan shall mean the plan for the Project. The Concept Plan is attached as **Exhibit C** and may be updated from time to time upon mutual agreement of Company and the City.

Construction Schedule shall mean, for the Project, the portion of the Final Documents comprised of the scheduled date for Substantial Completion of such Project.

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

Construction Phase Plat shall mean the plat of the land prepared by Company that has received all final approvals on or before Closing and is recorded in the Office of the Recorder of Hamilton County, Indiana prior to or contemporaneous with other documents needed for Closing, which, at a minimum creates the Garage Parcel and Company Parcel.

Cure Period shall mean a period of: (a) ten (10) days after receipt of written notice of such default given in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extent more than ninety (90) days after the date of default.

Current Year Taxes shall mean, with respect to the applicable parcel of real estate, the Real Estate Taxes assessed for, and first becoming a lien against, the applicable real estate during the year in which such real estate is acquired by the applicable party.

Declaration shall mean the "Declaration" described in Section 13(c) that governs the Project and is recorded contemporaneously with the HPR Plat. The Declaration shall, among other obligations and commitments (a) establish standards and responsibility for maintenance and repair of the Garage; (b) state that Company is exclusively responsible for the (i) management, (ii) maintenance, (iii) operation, (iv) insurance, (v) utilities, (vi) taxes, to the extent owed, and (vii) repair and reconstruction of the Garage; and (c) address the following with respect to the Garage: (i) use and operation of the City Parking Spaces, (ii) required signage, and (iii) such other terms as may be agreed upon by the parties.

Design Development Drawings shall mean the design development drawings for the exterior components of the Project that are approved pursuant to the Plan Refinement Process.

Diligence Period shall mean one hundred twenty (120) days commencing on the Execution Date and terminating one hundred twenty (120) days thereafter.

Divestiture Payment shall mean in the case of the exercise of the Power of Termination as a result of (a) a default by Company under Section 17(a), One Dollar ($1.00); and/or (b) a default by Company under Section 17(b), an amount equal to the Project Loan proceeds disbursed by the Project Lender for construction and development of the Project together with Company's actual

purchase price to acquire the Project Site, if Project Lender has not reimbursed Company for such land acquisition costs. For the avoidance of doubt, the Divestiture Amount pursuant to 17(b) shall solely include the purchase price for each of the parcels comprising the Project Site and shall not include closing costs, fees or any other costs to acquire the parcels comprising the Project Site.

Event of Default shall have the meaning set forth in Section 15.

Execution Date shall mean the date set forth in the opening paragraph of this Agreement.

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

Final Inspection shall mean an inspection of the Project after Substantial Completion thereof.

Force Majeure shall mean, with respect to Company or City Bodies, any cause that is not within the reasonable control of Company or City Bodies, respectively, including, without limitation: (a) an act or omission of one of the other parties hereto who is not the party claiming force majeure; (b) unusually inclement weather but not cold, ice, sleet, snow or hail in amounts typical in Indiana; (c) the unusual unavailability of materials, equipment, services, or labor; and (d) utility or energy shortages or acts or omissions of public utility providers; provided that a party's failure to anticipate normal and customary delays due to weather or normal and customary time periods to obtain Required Permits shall not be deemed Force Majeure.

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

Garage shall mean: (a) the parking facility to be constructed by Company within the Garage Parcel containing approximately two hundred eighty (280) total parking spaces, including the City Parking Spaces; (b) garage entrances and exits, ramps, elevators, stairwells, elevator lobbies, and all related facilities; and (c) all facades, exterior walls, roofs, foundations and other structural and aesthetic components thereof.

Garage Condominium Unit shall mean that certain condominium unit created by the HPR Plat, which Garage Condominium Unit shall be identified by a property identification number separate and distinct from the Retail Condominium Unit and from the Multi-Family Condominium Unit.

Garage Condominium Unit Deed shall mean a limited warranty deed by which the Building Corp. takes title to the Garage Condominium Unit, together with all improvements thereon, which deed shall be subject only to (a) the Permitted Exceptions; and (b) matters created or consented to by City Bodies or its successor or contemplated herein.

Garage Lease shall mean the lease by and among Building Corp., RDC, and Company pursuant to which Building Corp. (a) shall lease the Garage Parcel to Company effective upon Closing and continuing through the date the Declaration and HPR Plat are recorded and the Garage

Condominium Unit is transferred to the City pursuant to the Garage Condominium Unit Deed, and (b) after creation of the Garage Condominium Unit, shall lease the Garage Condominium Unit to Company for the Lease Term, and which lease shall: (x) be subject only to the Permitted Exceptions; and (y) include (i) an environmental indemnity from Company; and (ii) such other terms as are consistent with this Agreement and the Ancillary Agreements. The rental payments under the Garage Lease shall be the sole liability and obligation of RDC. The Garage Lease shall be further subject to the terms and conditions of the Declaration to be executed on or before Closing.

Garage Owner shall mean the owner of the Garage Condominium Unit.

Garage Parcel shall mean that portion of the Project Site generally depicted on **Exhibit D** on which the Garage is to be constructed.

Garage Parcel Deed shall mean a limited warranty deed by which Company shall convey its interest in the Garage Parcel to Building Corp. at Closing, together with all improvements thereon, which deed shall be subject only to (a) Permitted Exceptions; and (b) matters created or consented to by City Bodies at Closing.

Hard Costs shall mean the costs incurred in connection with construction of the Project, which costs are customarily known in the industry as "hard costs".

HPR shall mean a horizontal property regime established pursuant to and consistent with Ind. Code §32-25 *et. seq*.

HPR Plat shall mean the plat prepared by Company that has received all final approvals and is recorded in the Office of the Recorder of Hamilton County, Indiana, which, at a minimum creates the Garage Condominium Unit, Retail Condominium Unit and Multi-Family Condominium Unit.

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

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

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

Laws shall mean all applicable laws, statutes, and/or ordinances, building codes, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance, the Nickel Plate Code and all applicable environmental laws.

Lease Term shall mean a period of time running concurrently with the Bond Term of the Additional Bond.

Material Defect(s) shall mean any item or component of the exterior of the Project that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Final Documents; or (c) has not been performed materially in accordance with the terms and conditions of this Agreement.

Mixed-Use Building shall mean a mixed-use building that consists of the (a) Multi-Family Condominium Unit; (b) Retail Condominium Unit; and (c) Garage Condominium Unit.

Multi-Family Condominium Unit shall mean that certain condominium unit, which shall be created by the Declaration and HPR Plat, within which approximately one hundred ninety (190) upscale, luxury, active adult (55 and over) residential units are located, which Multi-Family Condominium Unit is identified by a property identification number separate and distinct from the Retail Condominium Unit and Garage Condominium Unit.

Multi-Party Agreement shall mean an agreement by and among the applicable City Bodies and the Project Lender pursuant to which (a) the Project Lender agrees to give to the City Bodes: (i) notices of material defaults by Company under the Project Loan Documents; and (ii) the right (but not obligation) to cure defaults by Company under the Project Loan Documents; (b) provides for the release of the Project Loan in the event of the exercise of the Power of Termination and upon payment of the Divestiture Payment under Sections 17(a) or (b). The Multi-Party Agreement shall be in form and substance reasonably acceptable to the City Bodies, Company and Project Lender and shall specifically state that in the event of conflict between any term or provision of the Multi-Party Agreement and any term or provision included in the Project Loan Documents, the terms of the Multi-Party Agreement shall control.

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

Outside Closing Date shall mean September 30, 2024.

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

Permitted Exceptions shall mean: (a) the lien of Current Year Taxes and Assessments not delinquent; (b) this Agreement, together with any Ancillary Agreements including, without limitation, the Declaration and the Taxpayer Agreement; (c) the Power of Termination and (d) such other matters as are accepted by the City Bodies (as applicable) in writing or which Company or City Bodies (as applicable) is deemed to have waived pursuant to the terms and conditions of this Agreement.

Plan Refinement Process shall mean the process described in Section 12 hereof.

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

written notice to Company.

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

Project shall mean the development and construction of the (a) Mixed-Use Building on the Project Site; and (b) the Public Infrastructure, which Project is expected to represent an aggregate investment of approximately Ninety-Three Million and no/100 Dollars ($93,000,000.00) in the City.

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

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

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

Property Inspections shall mean surveys, borings, tests, inspections, examinations, studies, and investigations, including, without limitation, environmental assessments.

Project Site shall mean the six (6) parcels of real property identified on **Exhibit E** .

Public Infrastructure Improvements shall mean, individually or collectively, (a) Public Streetscape Improvements; and (b) the Utility Relocation.

Public Streetscape Improvements shall mean all streetscape and other infrastructure improvements required by and consistent with the Laws (including the Nickel Plate Code) for the Project that shall be constructed by Company and generally (but not always) are located in the areas between the curb (not including the curb) and the Multi-Family Building as shown on **Exhibit F**.

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

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

Retail Condominium Unit shall mean a condominium unit, which shall be created by the Declaration and the HPR Plat, within the Mixed-Use Building containing approximately eighteen thousand, six hundred and ninety-five square feet (18,695 sq. ft.) of commercial and/or retail and restaurant space along 116th Street adjacent to the First Internet Bank building, which Retail Condominium Unit shall be identified by a property identification number separate and distinct from the Multi-Family Condominium Unit and the Garage Condominium Unit.

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

Site Plan shall mean the site plan for the Project that is approved pursuant to the Plan Refinement Process.

Soft Costs shall mean costs incurred in connection with the Project, which costs are customarily known in the industry as "soft costs".

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

Survey shall mean an ALTA survey of the Project Site, certified as of a current date by a reputable licensed surveyor; which Survey does not show any matters that would: (a) materially and adversely interfere with the construction and/or use of the Project; or (b) render construction of the Project unusually difficult or costly.

Taxpayer Agreement shall mean the agreement described in Section 14 hereof.

TIF Bond(s) shall mean one or more series of taxable or tax exempt (as determined by the City Bodies, in their sole reasonable discretion) economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et. seq*. in a maximum par amount that Company and City Bodies jointly determine will ensure that, including a three percent (3%) annual increase in Real Estate Taxes for the Project Site during each year of the Bond Term, one hundred percent (100%) of all tax increment revenue generated in the Allocation Area is utilized to pay debt service on the TIF Bonds. The TIF Bonds shall be payable solely from the Pledged Increment, and City Bodies shall not be obligated to provide any other source of payment or security for the TIF Bonds. The TIF Bonds are estimated to be issued in the par amount of Eight Million Ninety-Five Thousand and no/100 Dollars ($8,095,000.00) and produce the net Bond Proceeds as set forth and described on **Exhibit G** attached hereto; provided, however, such amounts are subject to change based on the date on which the structures on the Project Site are demolished, the date on which the Bonds are issued and other relevant variables.

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

TIF Bond Projected Proceeds shall mean Five Million Nine Hundred Sixty Thousand and no/100 Dollars ($5,960,000.00)

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

Title Insurer shall mean First American Title Insurance Company, Gina Longere.

Utility Relocation shall mean the location and/or relocation of utilities serving, or that will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement.

2. Interpretation; Term and Other General Matters.

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

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

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

3. City's Obligations. Subject to the terms and conditions of this Agreement, the applicable City Body shall: (a) in connection with Company, jointly submit the Construction Phase Plat for final approval and recordation at or prior to Closing; (b) execute and perform (or cause the applicable City Bodies to execute and perform) the Ancillary Agreements; (c) at Closing, issue the TIF Bonds and, consistent with the Funding Agreement, make available the TIF Bond Proceeds for Approved Costs together with Closing Costs (thereafter, disbursement of Bond Proceeds shall not be made more frequently than monthly); (d) within thirty (30) days of the Closing Date, (i) issue the Additional Bond, and (ii) consistent with the Funding Agreement, make available the Additional Bond Proceeds for Approved Costs (disbursement of Additional Bond Proceeds shall not be made more frequently than monthly); (e) convey the City Parcel to the Company pursuant to the City Deed at Closing; (f) prior to Closing, create the Allocation Area and pledge the Pledged Increment to repayment of the TIF Bonds; (g) [*intentionally omitted*]; (h) provide all stormwater improvements necessary to allow the Project to connect into a stormwater system at one or more points in the right-of-way immediately adjacent to the Project Site so that no stormwater detention or stormwater quality infrastructure is required to be constructed on the Project Site; (i) provide reasonable assistance to Company in connection with any zoning changes or variances determined to be necessary or appropriate by Company for the construction and use of the Project in accordance with the Final Documents (subject to Permitted Changes and Change Orders); provided, however, City Bodies shall not be obligated to incur any expenses in connection with such assistance; and (j) exercise commercially reasonable efforts to cause the review and timely issuance of the City's development and permit applications necessary to develop and construct the

Project on the Project Site, including, whenever reasonably possible, coordinating with Company to lower the Project's costs by supporting the issuance of interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities, to the extent allowed by the Laws; provided, however, City Bodies shall not be obligated to incur expenses related to such assistance.

4. Company's Obligations. Subject to the terms and conditions of this Agreement, Company shall: (a) at or before Closing, acquire (either by purchase by the Company or by contribution by the current owner(s) to the Company) all parcels of the Project Site to the extent not currently owned by Company; (b) in connection with the City, jointly submit the Construction Phase Plat for final approval and recordation; (c) at Closing, transfer the Garage Parcel to the City; (d) at Closing, acquire or cause a related entity to acquire the TIF Bond; (e) complete the Project, including, without limitation, the Public Infrastructure, substantially in accordance with the Final Documents (subject to Change Orders and Permitted Changes); (f) at it sole cost and expense, complete the HPR; (g) within thirty (30) days of the recording of the HPR Plat, transfer and convey the Garage Condominium Unit to the Building Corp. pursuant to the Garage Condominium Unit Deed; (h) pay, when due, all Real Estate Taxes and Assessments on the Project and the Project Site; (i) make or cause to be made the payments required by the Taxpayer Agreement; (j) obtain the Project Loan and ensure that proceeds of the Project Loans are available on the Closing Date (subject to the satisfaction of customary draw conditions); (k) pay when due the City Fees, and (l) and (k) execute and perform the Ancillary Agreements.

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

(a) Closing. Closing shall occur (i) on a date designated by Company that is by or before the Outside Closing Date, and (ii) at the office of the Title Insurer or at such other place as the City and Company mutually may agree.

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

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

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

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

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

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

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

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

(viii) Each Party shall be responsible for its own legal fees incurred in connection with negotiation of this Agreement and the Closing contemplated by this Agreement.

6. Taxes. At all times during Company's ownership of the Project and the Project Site, Company assumes and agrees to pay or cause to be paid all Real Estate Taxes and Assessments becoming a lien against the Project Site whenever due and payable without challenging or appealing the assessed value of the Project, the applicable tax rate, or the application of the tax rate to the assessed value provided, however, the foregoing shall not operate to prohibit an appeal based upon: (a) the application of the incorrect tax rate; (b) mathematical error or (c) after the Project has been fully assessed, the taxes billed for any calendar year have (i) increased by more than five percent (5%) over the taxes billed for the prior calendar year, and (ii) the assessment for the Project in the year of such increase is inconsistent with assessment of other real property similar to the Project in age, size, use and other relevant factors.

7. Conditions to Company Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of Company with respect to the Project Closing are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section 7:

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

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

(c) Zoning. Prior to the Closing, Company shall determine that the Project Site is appropriately zoned for the Project.

(d) Utility Availability. Prior to the expiration of the Diligence Period, Company shall have determined that gas, electricity, telephone, cable, water, storm and sanitary sewer, and other

utility services are or will be: (i) in adjoining public rights-of-way or properly granted utility easements; and (ii) serving, or will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement.

(e) Required Permits. Prior to the Closing, Company shall have (i) obtained; or (ii) determined that it shall be able to obtain, all Required Permits then available for the Project;

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

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

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

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

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

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

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

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

Subject to Section 9, if any of the conditions set forth in this Section are not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, Company either may elect to: (A) waive in writing satisfaction of the conditions and proceed to the Closing; or (B) terminate this Agreement and any executed Ancillary Agreements by delivery of written notice to City

Bodies; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by a City Body, Company shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, Company shall (1) work diligently and in good faith to satisfy the conditions set forth in this Section, and (2) if Company fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, Company shall be deemed to have waived such condition and shall proceed to Closing.

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

(a) Required Permits. Prior to Closing, Company shall have obtained, or City Bodies shall have determined that Company shall be able to obtain, all Required Permits then available for the Project.

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

(c) Environmental Condition. Prior to the expiration of the Diligence Period, Company shall have demonstrated to City Bodies that there: (i) is no contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site. As of the expiration of the Diligence Period, there shall not have been any material adverse change in the environmental condition of the Project Site.

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

(e) Ancillary Agreements. Prior to Closing, the City (or the applicable City Bodies) and Company, each exercising commercially reasonable discretion, shall have approved and executed (or at Closing will execute) the Ancillary Agreements.

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

(g) Procedure. Prior to the expiration of the Diligence Period, the Parties have agreed on the terms on which the Bonds will be issued, and each of the City Bodies has completed all procedures required by the Laws in connection with consummating the transaction contemplated herein, including that all recommendations, approvals, authorizations, resolutions, and/or

ordinances required to be completed, obtained, and/or adopted in connection with: (i) the issuance and sale of the Bonds on the terms to which the Parties have agreed; (ii) the use of the Bond Proceeds to pay Approved Costs incurred in connection with the Project; (iii) the pledging of the Pledged Increment to the payment of debt service on the TIF Bonds; and (iv) the Allocation Area has been established.

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

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

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

(k) No Breach. As of the Closing Date: (i) there shall be no breach of this Agreement by Company that Company has failed to cure within the Cure Period; and (ii) the representations and warranties set forth in Subsections 10(b) and (c) shall be true and accurate in all material respects.

Subject to Section 9, if one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as their sole and exclusive remedy, City Bodies either may elect to: (i) waive in writing satisfaction of the conditions and proceed to the Closing; or (ii) terminate this Agreement and the Ancillary Agreements by a written notice to Company; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by Company, City Bodies shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, (1) City Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if the applicable City Body fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, such City Body shall be deemed to have waived such condition and shall proceed to Closing.

9. Incurred Costs and Failure to Close. Each of the City Bodies and Company is entering into this Agreement, and incurring significant expense, under the good-faith assumption that the other party will proceed to Closing on or before the Outside Closing Date, unless otherwise mutually agreed in writing by the Company and City. Accordingly, if, after expiration of the Diligence Period, Closing does not occur on or before the Outside Closing Date:

(a) due to (i) a continuing Event of Default by one of the City Bodies, (ii) failure of the applicable City Body to satisfy the condition included in Sections 8(e), (g) or (j) (provided that, in any instance, the parties have agreed on the terms) or (iii) failure of any City Body to comply with the representations and warranties included in Section 10(a), then City Bodies shall reimburse Company for its Incurred Costs.

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

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

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

10. Representations and Warranties

(a) City Bodies. Each City Body represents and warrants to Company that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) the City is a municipal corporation organized and existing under the laws of the State of Indiana; (iii) RDC is the governing body of the City of Fishers Redevelopment Department organized and existing under the laws of the State of Indiana; (iv) EDC is the governing body of the City of Fishers Economic Development Department organized and existing under the laws of the State of Indiana; (v) Building Corp., is an Indiana nonprofit corporation; (vi) subject to completion of the applicable proceedings required by Laws, it has the power: (A) to enter into this Agreement; and (B) to perform its obligations hereunder; (vii) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (viii) this Agreement is the legal, valid, and binding obligation of it; and (ix) it has not engaged or dealt with any real estate broker or agent in connection with the Project, Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of a City Body.

(b) Company. Company represents and warrants to each City Body that: (i) Developer is an Indiana limited liability company, duly existing and validly formed under the laws of the State of Indiana; (ii) Owner is an Indiana corporation, duly existing and validly formed under the laws of the State of Indiana; (iii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iv) it has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (v) it duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder; (vi) this Agreement is the legal, valid, and binding obligation of Company; (vii) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the Project, the Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction by, through, or as a result of, the acts or omissions of Company or any party affiliated with Company; and (viii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Company has employees, Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Company has employees, Company will state, in all solicitations or advertisements for employees placed by

or on behalf of Company, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Company states that it does not currently have employees.

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

11. Allocation Area and Pledged Increment.

(a) Allocation Area. Subject to (i) all procedures required by the Laws, and (ii) the terms and conditions of this Agreement, prior to Closing, City Bodies shall establish the Allocation Area, and RDC shall pledge the Pledged Increment to the repayment of the TIF Bonds for the Bond Term. Pledged Increment will be utilized first to make current payments of interest and principal on the Bonds, second, to remedy any prior shortfalls with respect to payments of interest and principal on the TIF Bonds, and third, to redeem the TIF Bonds prior to their maturity. City Bodies shall not pledge to the repayment of the TIF Bonds any tax revenues or other funds of the City, except the Pledged Increment. City Bodies shall not be liable for any shortfall in the Pledged Increment. Any amounts due and owing on the TIF Bonds at the expiration of the Bond Term shall be forgiven. For the avoidance of doubt, the Allocation Area shall be established prior to Closing.

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

(c) Excess Pledged TIF Revenue. To the extent Pledged Increment is available in amounts in excess of the amount to make the then due or past due payments on the TIF Bonds (pursuant to Subsection 11(b) above), such excess Pledged Increment shall be used to redeem the TIF Bonds prior to their maturity. Thereafter, any tax increment revenue generated within the Allocation Area shall be used for any purpose determined by the RDC, in its sole discretion.

(d) Interest During Construction. At the option and discretion of Company, the TIF Bonds may bear interest (i) at zero percent from their date of issuance until Substantial Completion (and, thereafter, at the TIF Bond Interest Rate (as hereinafter defined)); or (ii) at the Bond Interest

Rate from their date of issuance throughout the Bond Term. After the Project has been assessed and is generating increment, the TIF Bonds will (i) bear interest at the Bond Interest Rate and (ii) be in accordance with the City authorizations relating to the TIF Bonds. For purposes of this Agreement, the "TIF Bond Interest Rate" shall mean a rate intended to be equal to or less than eight percent (8.0%) (except for the potential of a zero percent (0%) rate until Substantial Completion), as determined jointly by the Parties, each in the exercise of its reasonable discretion.

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

(f) Bond Structuring. The TIF Bonds may be structured in one or more series to support the multi-component and phased nature of the Project.

(g) Garage Tax-Exempt. It is the Parties intent in structuring the transactions contemplated by this Agreement that the Garage shall be exempt from real property taxes during the Bond Term. If at any time during the Bond Term real property taxes related to the Garage are due and are paid by Company pursuant to Section 13(c)(ii), prior to such payment by the Company, the City Bodies shall (i) provide reasonable assistance to Company in its request to Hamilton County to recognize the Garage as tax exempt; provided, however, City Bodies shall not be obligated to incur any expenses in connection with such assistance and shall not be liable for the result of any such request; and (ii) reimburse Company for any money actually received by City Bodies as a result of the Garage being taxes, which amount will not include any referenda or taxable amounts resulting from the base assessment for the Project Site.

12. Plan Refinement Process.

This Plan Refinement Process shall govern development and construction of the Project. At its sole cost and expense, Company shall submit for review and approval the following documents, which documents shall be submitted to the City in the order listed below, with respect to the Project:

(a) Site Plan.

(b) Schematic Design Drawings.

(c) Design Development Drawings.

(d) Construction Drawings and Construction Schedule.

(e) Approval of Submitted Document. Within fourteen (14) days after the City receives each of the Site Plan, the Schematic Design Drawings, the Design Development Drawings, the Construction Drawings and the Construction Schedule (each, a "Submitted Document"), the City shall deliver to Company written notice that it approves or rejects the Submitted Document; provided that, if the City rejects all or any part of a Submitted Document, then such notice shall: (i) specify the part or parts that City is rejecting; and (ii) include the specific basis for such rejection. Upon the City's approval of a Submitted Document, or if the City fails to respond within the time period provided above, any such Submitted Document shall be deemed approved.

Provided that a Submitted Document complies with the Laws, the City shall approve each Submitted Document if it is materially consistent with the immediately preceding Submitted Document approved by the City. For example, and without limitation, if the Design Development Drawings comply with the Laws and are materially consistent with the Schematic Design Drawings, the City shall approve the Design Development Drawings.

(f) Resubmitted Documents. If, at any stage of the Plan Refinement Process, the City, rather than approving any Submitted Document, instead notifies Company that it rejects a Submitted Document (each, a "Rejected Document"), then Company shall promptly: (i) revise the Rejected Document; and (ii) resubmit the foregoing to the City. The City shall follow the review procedure described in foregoing Subsection (e), and Company shall revise and resubmit any Rejected Document in accordance with the preceding sentence until such Rejected Document is approved (each, a "Resubmitted Document"). Upon approval of any Resubmitted Document or if the City fails to respond within the time period provided above, the Resubmitted Document shall become final and part of the Project, subject to modifications by Change Order approved by the City and Permitted Changes. Notwithstanding the involvement of the City in the Plan Refinement Process, Company shall be responsible for ensuring that Resubmitted Documents and Change Orders approved by the City in writing are implemented in design for the Project.

(g) Change Orders and Permitted Changes.

(i) If Company desires to make changes to the Final Documents (that are not a Permitted Change), then Company shall submit a Change Order Request to the City for review and approval. Within fourteen (14) days after the City receives the Change Order Request, the City shall deliver to Company written notice that it approves or rejects the Change Order Request; provided that, if the City rejects all or any part of a Change Order Request, then such notice shall: (A) specify the part or parts that City is rejecting; and (B) include the specific basis for such rejection. Upon the City's approval of a Change Order Request, or if the City fails to respond within the time period provided above, any such Change Order Request (and the Change Order) shall be deemed approved. Change Order Requests shall be deemed to be Submitted Documents.

(ii) Company shall not be required to obtain the approval of the City with respect to a Permitted Change.

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

(i) Review Panel. Consistent with the Laws and notwithstanding anything to the contrary set forth herein, the City, at its option, may delegate all or any part of its review, approval,

or rejection obligations pursuant to this Section 12 to the Plan Review Panel; provided, that no such delegation shall extend any of the timing deadlines set forth in this Section 12. Any determination by the Plan Review Panel shall be binding on City Bodies.

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

(k) Final Inspection. If Company delivers to the City a written request for a Final Inspection, then, on or before the later of the date that is ten (10) business days after: (i) receipt of such request; or (ii) the date specified in such request as the Substantial Completion date; the City shall: (A) conduct the Final Inspection; and (B) deliver a Non-Compliance Notice (if applicable) to Company; provided that: (1) upon receipt of a Non-Compliance Notice, Company shall correct, or cause to be corrected, as soon as is commercially practicable, all Material Defects identified in the Non-Compliance Notice; and (2) all then-completed items or components of the Project with respect to which no Material Defects are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City. If the City fails to conduct a Final Inspection within the time period provided above, the Project shall be deemed to be accepted by the City. All Material Defects shall be completed as soon as commercially practicable; and, upon correction of all Material Defect identified in the Non-Compliance Notice, the applicable work shall be deemed completed. Upon: (y) correction of all Material Defects identified in the Non-Compliance Notice; or (z) deemed acceptance pursuant to this Subsection; the City shall have no further inspection rights except to ensure compliance by Company with the Required Permits and as permitted by the Laws.

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

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

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

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

13. Garage Condominium Unit Conveyance & Declaration.

(a) So long as there is no default by Company under the Garage Lease that has not been cured within the applicable cure period thereunder, then upon expiration of the Garage Lease, City shall execute and deliver (or cause Building Corp. to execute and deliver): (i) a limited warranty deed conveying the Garage Condominium Unit and all improvements to Company or its designee (subject to any matters existing as of the Closing Date; any matters created by, caused by, consented to, or suffered by, Company or contemplated hereby, including any security interests for the Project Loan and any subsequent loans on the Project obtained by Company (or its successors hereunder); the Declaration; and any liens arising in due course under any Ancillary Agreements or from any labor or materials provided to the Project for or on behalf of Company or any party acting for, or on behalf of, Company; and (ii) such other instruments with respect to the Garage Condominium Unit as City and Company reasonably agree are necessary.

(b) Whether concerning the conveyance of the Garage Condominium Unit from Company to the Building Corp. pursuant to Section 4(f) or from the Building Corp. to the Company pursuant to Section 13(a), the City Bodies shall bear no costs or expenses in connection with the closing of the conveyances of the Garage Condominium Unit, including, without limitation, any obligation with regard to any expenses associated with the Garage Condominium Unit, survey costs, closing costs, or the payment of any Real Estate Taxes or Assessments; provided that, City shall be responsible for payment of its legal fees and expenses and any title insurance (in the instance of the conveyance under Section 4(f)).

(c) Declaration.

(i) Pursuant to the Declaration and consistent with completing the HPR, City Bodies and Company shall make, create, or reserve easements for: (1) vertical and horizontal support with respect to Garage and the other portions of the Mixed-Use Building; (2) vehicular access, ingress, and egress; (3) parking (including, without limitation, that the Declaration shall address

the use of the City Parking Spaces); (4) use of vertical transportation facilities (such as stairs and elevators); (5) pedestrian access; (6) venting, utility, drainage, control and communications facilities; (7) maintenance obligations, including the Company's obligation to maintain the Garage and the other portions of the Mixed-Use Building in a structurally sound condition such that they provide the support that they are intended and designed to provide; (8) amenities that are located in the Garage and benefit the Mixed-Use occupants and (9) such necessary utility easements across each condominium unit to the extent not addressed by the Plat; provided that the Declaration also may include such other easements as the parties may deem to be necessary or appropriate.

(ii) The Declaration shall also include provisions requiring Company, at its sole cost and expense, to (1) manage and operate the Garage (or its agent) subject to customary City standards; (2) provide routine and capital maintenance and repair (including that the applicable standard for maintenance by Company (or its agent) of the Garage shall be at least as high as the standards for maintenance by City of other public areas and amenities); (3) provide insurance and utilities; (4) if applicable, pay all Real Estate Taxes and Assessments when due; (5) fund a garage capital expenditure reserve account in amounts mutually determined by the City and the Company; and (6) seek City approval for expenditures made from the garage capital reserve fund.

(iii) The Declaration shall include provisions governing casualty and damage events if the Project is partially or totally destroyed.

For the avoidance of doubt, the Parties acknowledge and agree that Declaration will be completed as part of the HPR process; provided, however, the Declaration shall include the terms included in this Section 13 or terms to which the Parties mutually agree that have the same effect as the terms included herein.

14. Taxpayer Agreement Company agrees to enter into a Taxpayer Agreement for the TIF Bonds mutually acceptable to the City Bodies that (a) states that beginning the calendar year following the first January 1 after Substantial Completion of the Project and continuing through each calendar year of the Bond Term, Company agrees to (i) annually (in semi-annual payments on the dates that are five days prior to the next-due payment of debt service on the Bonds) pay RDC the positive difference, if any, between: (1) the amount required to satisfy debt service on the TIF Bonds and (2) the Real Estate Taxes due and owing for the Project and Project Site for the applicable year; (b) provides that the payments due by Company thereunder are secured by an annually renewable lien against the Project Site that is the same in nature and priority to (but different from and in addition to) the lien of Real Estate Taxes and, accordingly, shall: (i) be prior to any mortgage or other lien or encumbrance on such Project Site other than the lien of Real Estate Taxes, and (ii) renew automatically every January 1 during the Bond Term in its same priority; and (c) shall be recorded and run with the Project Site. City Bodies and Company shall execute and record the Taxpayer Agreement at the Closing. Nothing in this Agreement or the Taxpayer

Agreement shall be deemed to release Company from any obligation to pay Real Estate Taxes on the Project Site regardless of when payable or assessed.

15. Default.

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

(i) General Remedies. During the continuance of an Event of Default, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it.

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

16. Mutual Indemnification.

(k) City Bodies. To the extent permitted by applicable Laws, City Bodies shall indemnify and hold harmless Company from and against all Claims arising from the breach by City Bodies of any term or condition of this Agreement.

(l) Company. Company shall indemnify and hold harmless City Bodies from and against any and all Claims arising from: (i) breaches by Company under contracts to which Company is a party, to the extent that such contracts relate to the performance of any work on the

Project Site by Company or any party acting by, under, through or on behalf of Company; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Company or any party acting by, under, through or on behalf of Company; (iii) the negligence or willful misconduct of Company or any party acting by, under, through, or on behalf of Company; or (iv) the breach by Company of any term or condition of this Agreement.

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

17. Special Remedies.

(a) No Commencement. Subject to Force Majeure and after offering in writing to meet with Company to discuss Company's failure to commence, if Company has not commenced construction of the Project within ninety (90) days after the Closing Date, then, at any time until Company commences construction of the Project, City may elect, in addition to any other legal and equitable remedies available to City, to (i) unilaterally terminate this Agreement; and (ii) re-enter the Project Site and exercise its Power of Termination and cause title to the City Parcel to vest in the RDC, without any liability or obligation to Company. The Power of Termination and foregoing rights shall be deemed exercised upon delivery to Company of Notice delivered at any time after such ninety (90) day period but prior to Commencement of Construction (as defined herein below) of the Project. Upon delivery of such Notice to Company, Company shall surrender possession of the City Parcel to the RDC and title to the City Parcel shall automatically, and without further action, vest in the RDC; provided, however, if title to the property cannot automatically vest in the RDC, Company acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to reconvey the City Parcel to the RDC. Any such re-vesting shall be free and clear of all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than those existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 17(a) or to invoke any available remedy with respect to an Event of Default by Company shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder. For purposes of this Section 17(a), "Commencement of Construction" shall mean material and substantial work on the Project pursuant to Required Permits such as installation of footings and foundations and shall not be deemed to occur as a result of (1) mere excavation work, or (2) work related to working with Heritage Meadows and adjacent property owners on open-green space programming and design.

(b) Work Stop. After Commencement of Construction, subject to Force Majeure, if all construction work of a material nature ceases with respect to the Project for a period of at least one hundred twenty (120) consecutive days or for more than a total of two hundred (200) days during any three hundred sixty (360) day period, then, at any time until construction work of a material nature resumes and is continuing, City may elect, in addition to any other legal and equitable remedies available to City, to (i) unilaterally terminate this Agreement; (ii) re-enter the Project Site and exercise its Power of Termination and cause title to the Project Site to vest in the RDC, without any liability or obligation to Company. Subject to the foregoing, the Power of

Termination and foregoing rights shall be deemed exercised upon delivery to Company of Notice prior to material resumption of the construction work. Such Notice together with evidence of remittance of the Divestiture Payment to Project Lender may be recorded by the RDC contemporaneously with, or at any time after, its delivery of such Notice and payment to Project Lender. Upon delivery of such Notice and payment, if applicable, Company shall surrender possession of the Project Site to the RDC and title to the Project Site shall automatically and without further action of the parties' vest in the RDC; provided, however, if title to the property cannot automatically vest in the RDC, Company acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to convey the Project Site to the RDC. Any such vesting of shall be free and clear of any, and all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 16(b), or to invoke any available remedy with respect to an Event of Default by Company shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder.

18. Assignment. Upon Closing, this Agreement shall run with the Project Site and shall be binding on successors in title to the Project Site. Prior to Substantial Completion of the Project, Company shall not assign this Agreement without the approval of the City, and the City Bodies shall not assign this Agreement without the prior written approval of the Company; provided that: (i) without the prior written approval of Company, City Bodies may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder; and (ii) without the prior written approval of City, Company may assign, partially or in its entirety, this Agreement to (A) a third party controlling, controlled by or under common control with Company, or (B) collaterally assign this Agreement (or portion hereof) to a Project Lender. Notwithstanding any assignment permitted under this Section, the applicable City Bodies or Company, as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release any City Bodies or Company, as the case may be, from such performance; provided that, if any City Body assigns this Agreement to another agency or instrumentality of the City that: (i) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder; and (ii) expressly assumes all such obligations in writing; then the applicable City Bodies shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption.

19. Notice. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt. Notice shall be provided as follows: if to (x) the City Bodies: City of Fishers, Attn: Lindsey Bennett, City Attorney, 3 Municipal Drive, Fishers, Indiana 46038, with copies (via email, only) to: Jennifer Messer, jennifercmesserlaw@gmail.com, and (z) Company at Rebar Companies, 8700 North Street, Suite 120, Fishers, Indiana 46038 Attn: Tom

Dickey. Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

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

21. Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money, including any payment required pursuant to the Taxpayer Agreement (if required by Company) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. The Parties acknowledge the ongoing COVID-19 pandemic, and agree: (y) to exercise commercially reasonable, good-faith efforts to: (i) consider all then-current information with respect to; and (ii) adjust for shortages that reasonably can be anticipated with respect to materials, equipment, services, and/or labor that reasonably are likely to occur as a result of; the COVID-19 pandemic; and (z) that, notwithstanding that the COVID-19 pandemic falls within the definition of "Force Majeure", the protections of this Section shall not apply to a claim of Force Majeure based on COVID-19 if the applicable party fails to comply with the foregoing requirement.

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

23. Miscellaneous. Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, City Bodies and Company, and their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be

tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Company waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Company may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the City, EDC, Building Corp., RDC, and Company. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, employment relationship or joint venture between Company, the City, EDC, Building Corp., and RDC or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in Fishers, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Any amounts due or to be paid hereunder shall bear interest at the prime rate as published in *The Wall Street Journal* plus five percent (5%) per annum from the date due until paid.

24. Execution of Agreement. Upon City Bodies' approval and execution of this Agreement, the City shall provide to Company the executed Agreement (the "City-Executed Agreement"). Within ten (10) days of Company's receipt of the City-Executed Agreement , Company shall execute this Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this Section 24 shall terminate and automatically revoke any offer made by City Bodies herein, and shall, without further action of any of City Bodies, nullify and render of no force or effect City Bodies' approval of this Agreement.

Index of Exhibits:

Exhibit A: City Parcel
Exhibit B Company Parcel
Exhibit C: Concept Plan
Exhibit D: Garage Parcel
Exhibit E: Project Site
Exhibit F: Public Streetscape Improvements
Exhibit G: TIF Bond Summary/Financials
Exhibit H: Insurance

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

CITY OF FISHERS SEAL INDIANA

"CITY"

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

"EDC"

CITY OF FISHERS ECONOMIC DEVELOPMENT COMMISSION

By: _____

"**RDC**"

FISHERS REDEVELOPMENT COMMISSION

By:_____
Damon Grothe, President

ATTEST:

By:_____
Brad Johnson, Secretary

"**BUILDING CORP**."

FISHERS TOWN HALL BUILDING CORPORATION

By: _____

Its: _____

"**OWNER**"

By: _____

Its: _____

"**DEVELOPER**"

By: _____

Its: _____

Exhibit A
City Parcel

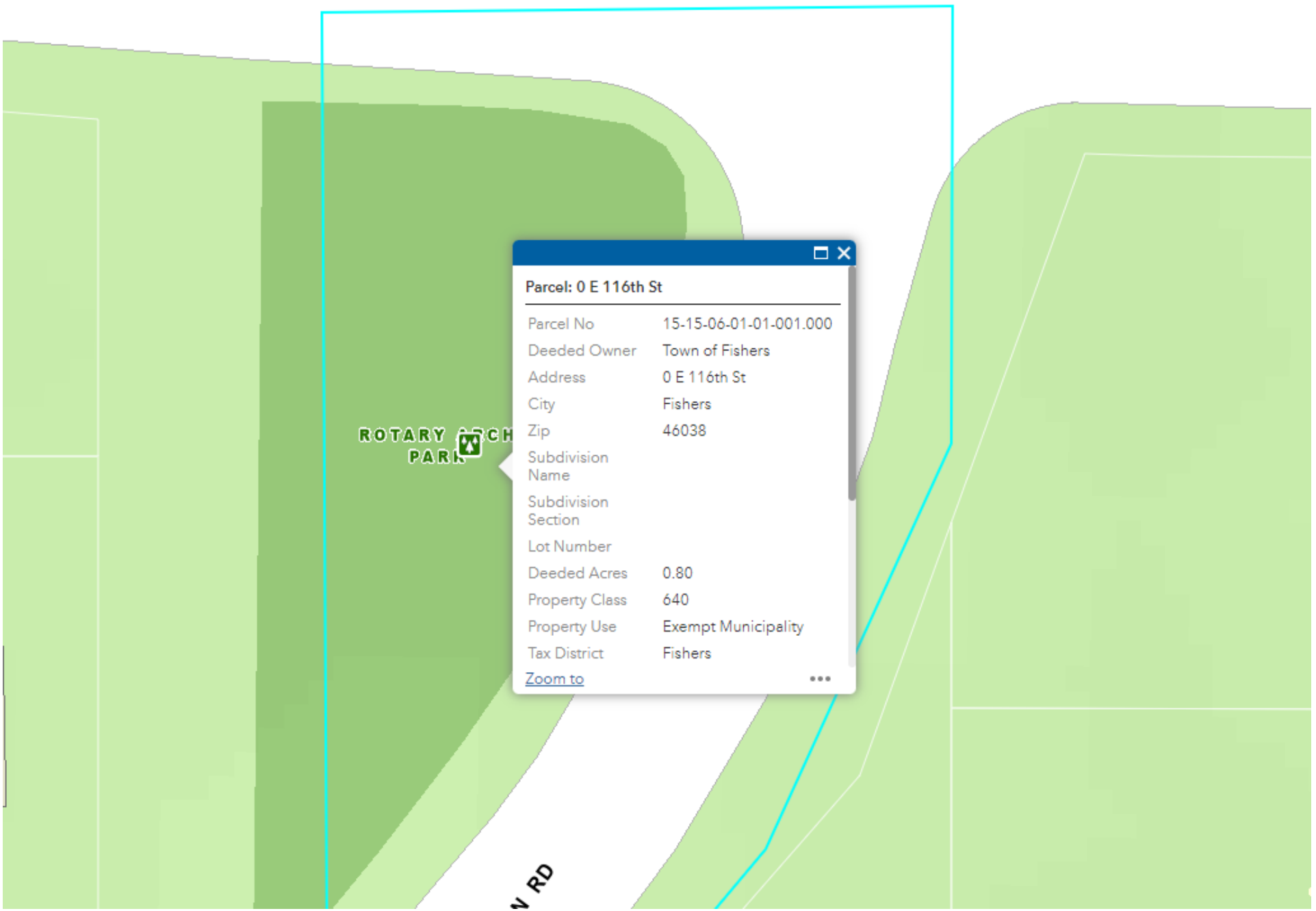
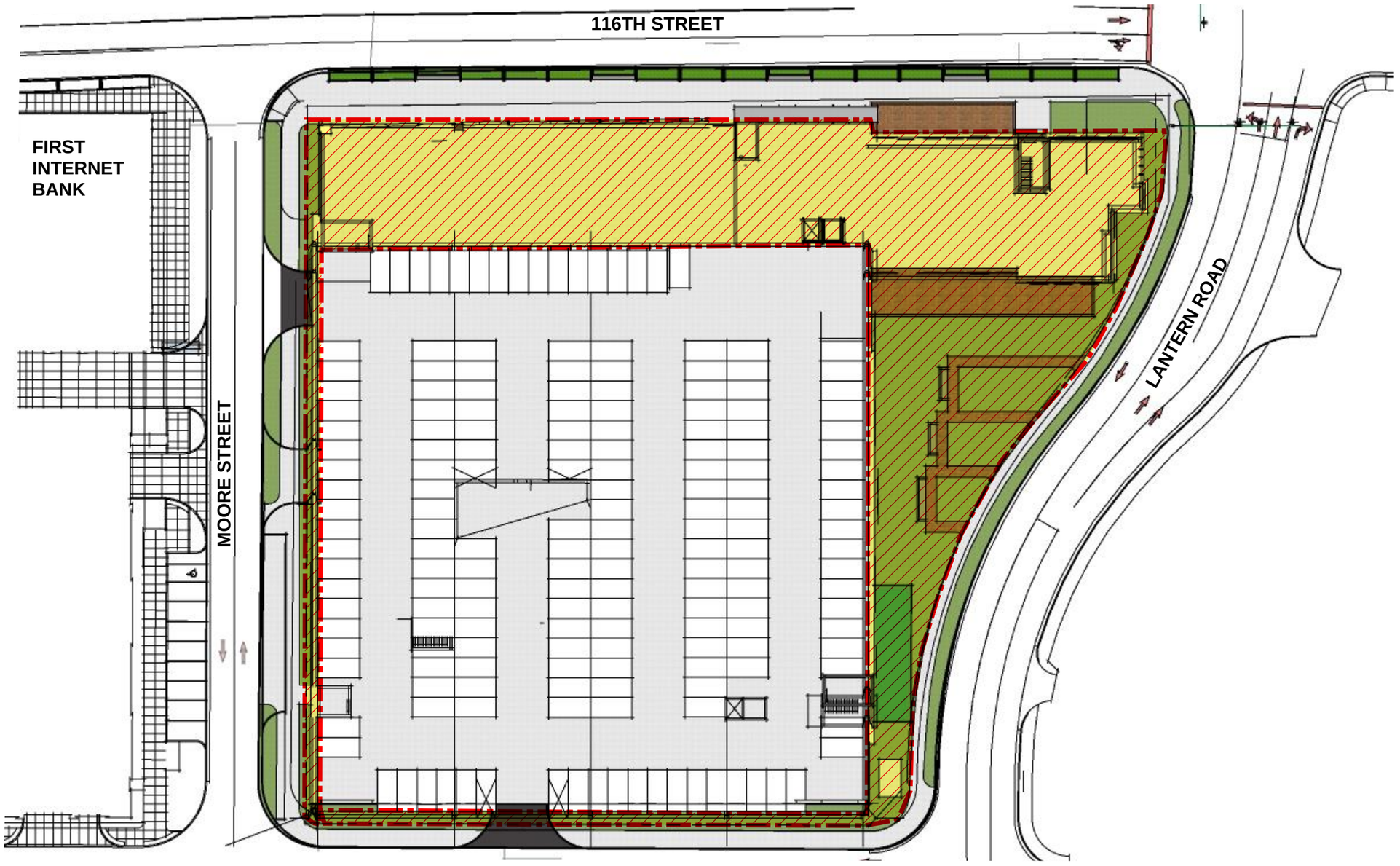

ROTARY
PARK
Parcel: 0 E 116th St
Parcel No 15-15-06-01-01-001.000
Deeded Owner Town of Fishers
Address 0 E 116th St
City Fishers
Zip 46038
Subdivision Name
Subdivision Section
Lot Number
Deeded Acres 0.80
Property Class 640
Property Use Exempt Municipality
Tax District Fishers
Zoom to

EXHIBIT A

Exhibit B
Company Parcel

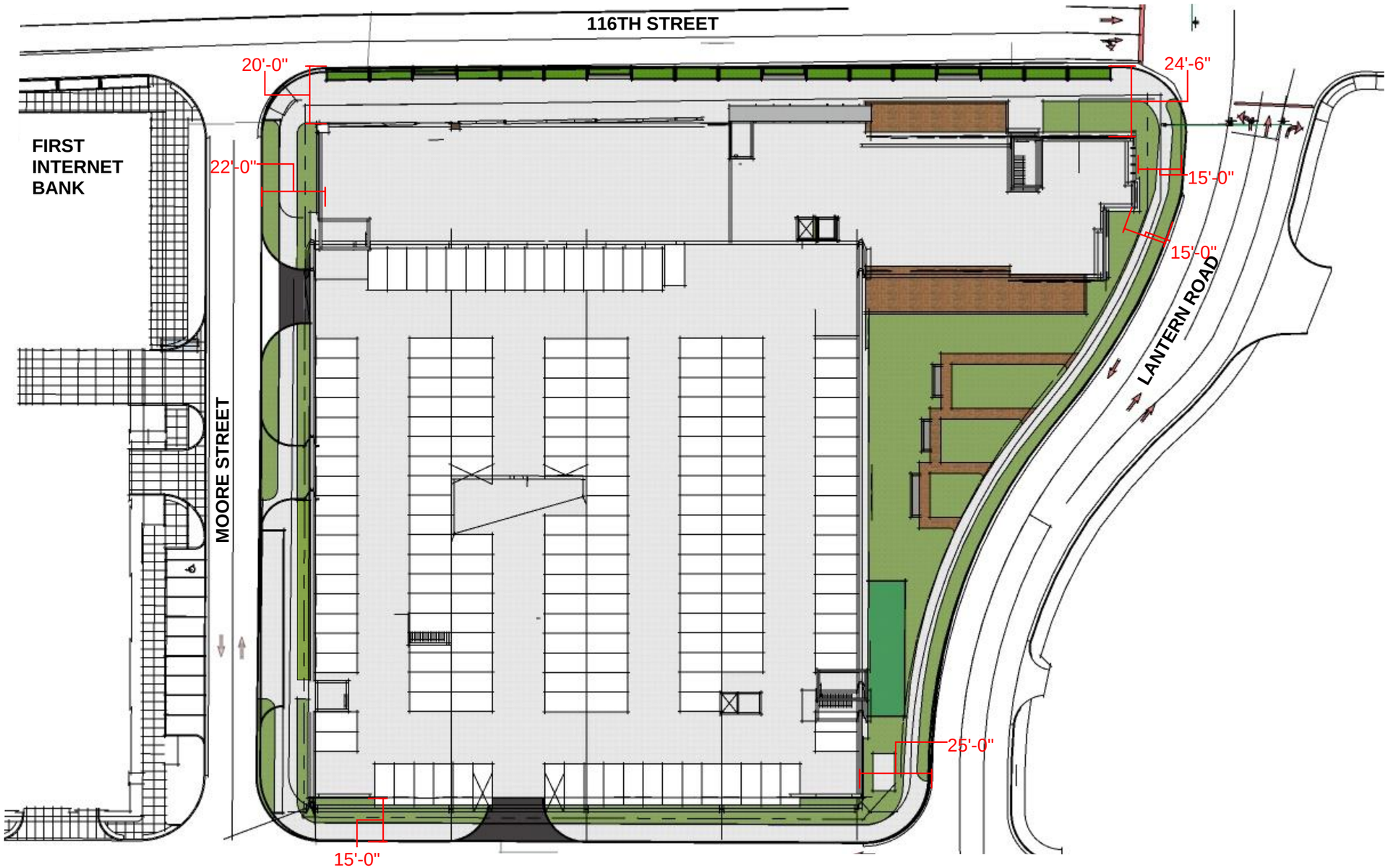


browning day

CITYVIEW | EXHIBIT B: COMPANY PARCEL

© 2023 browning day | CityView | Project #22040 | May 5, 2023

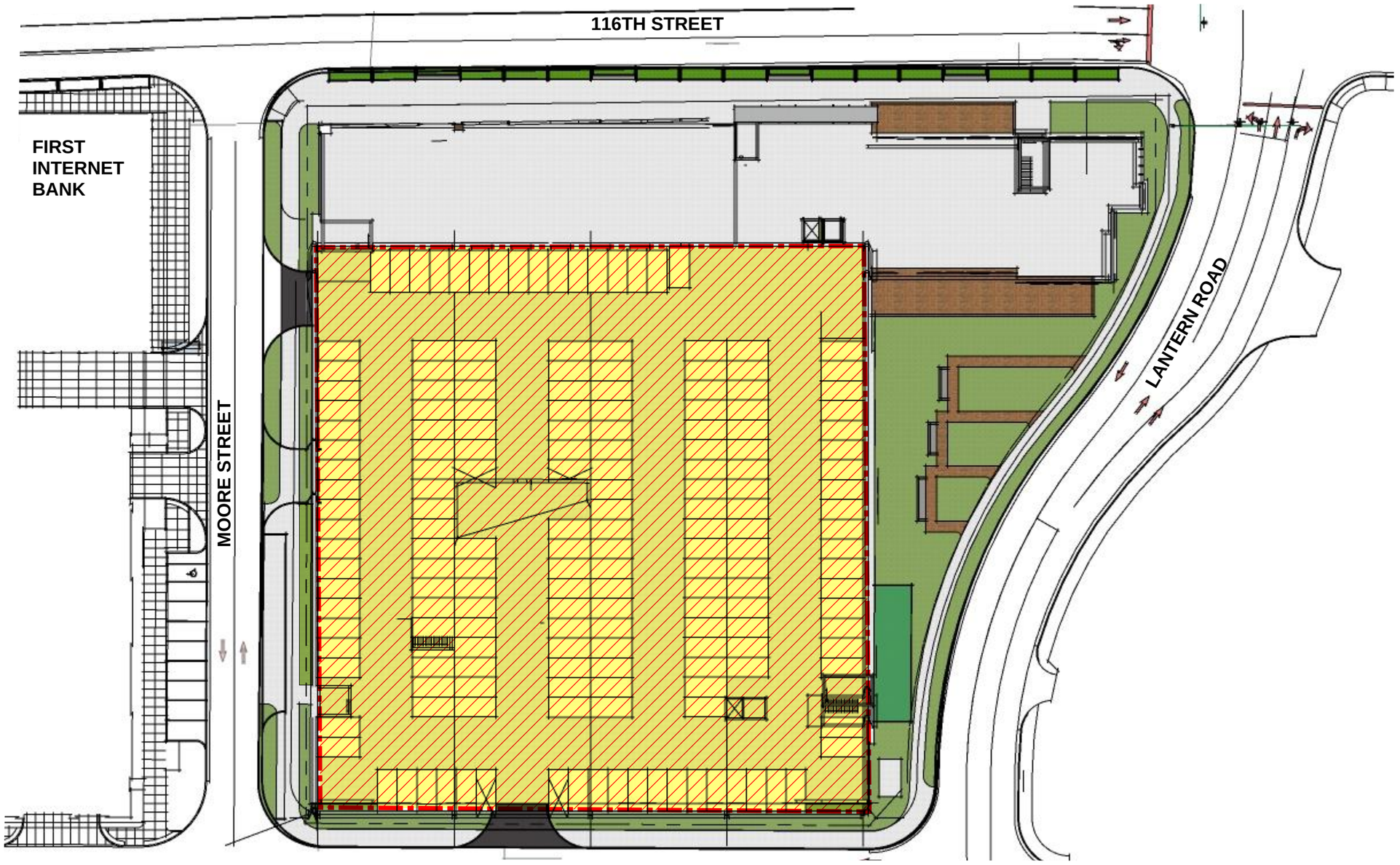
Exhibit C
Concept Plan



*Note: All dimensions shown are approximate pending final design and survey

© 2023 browning day | CityView | Project #22040 | May 5, 2023

Exhibit D
Garage Parcel



browning day

CITYVIEW | EXHIBIT D: GARAGE PARCEL

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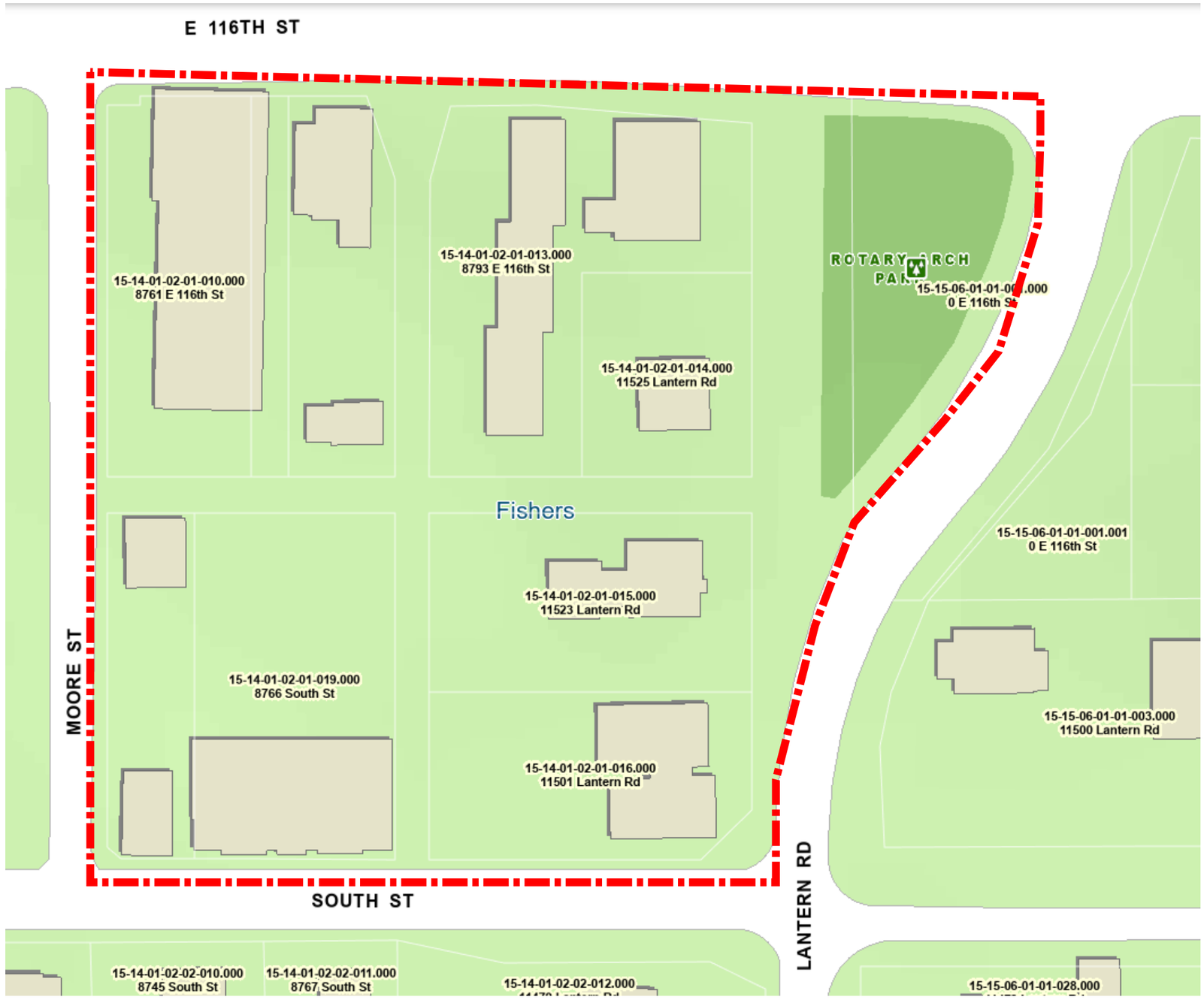
Exhibit E
Project Site



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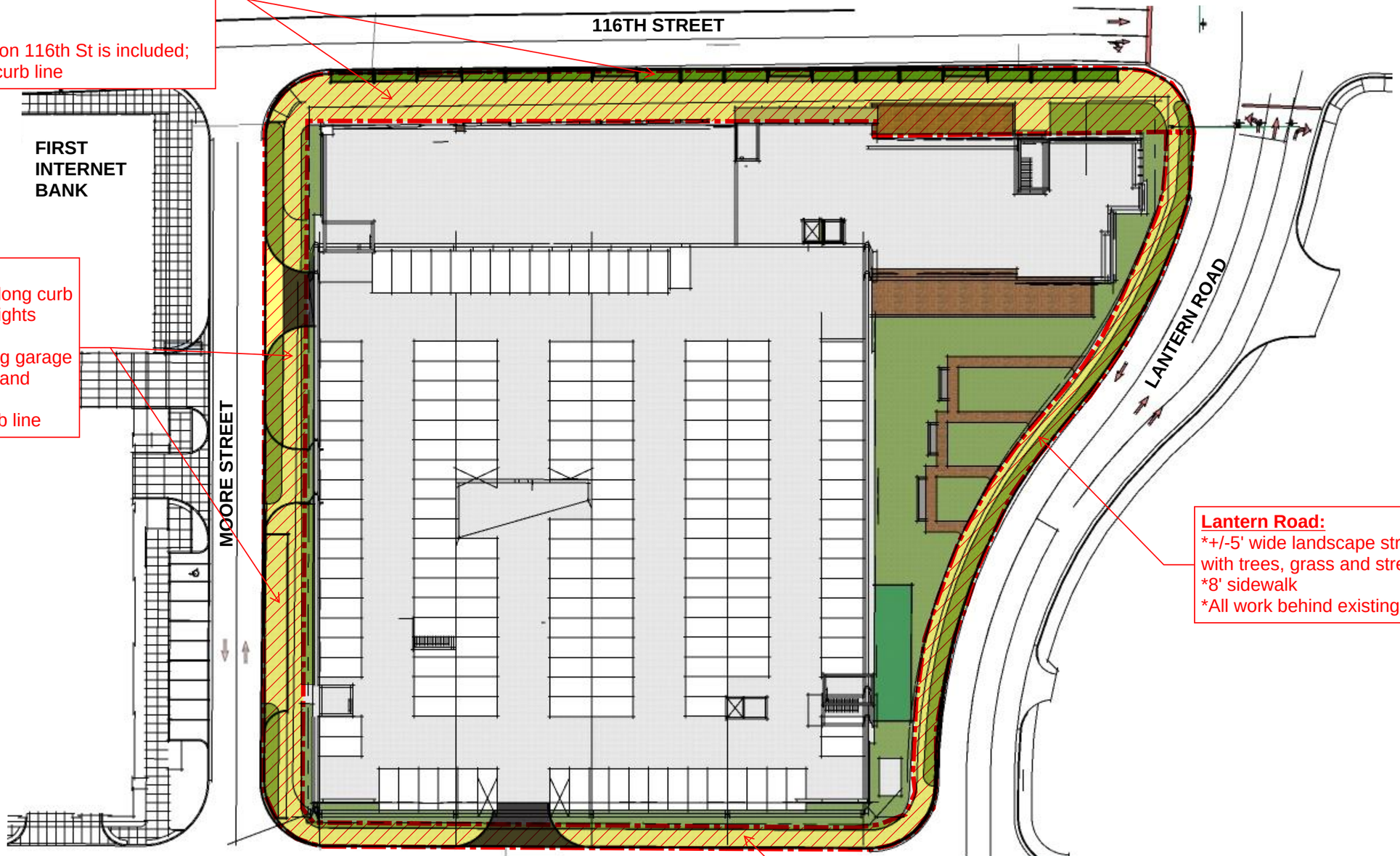
CITYVIEW | EXHIBIT E: PROJECT SITE/EXISTING PARCELS

Exhibit F
Public Streetscape Improvements

116th Street:
*To match streetscape in front of First Internet Bank and Nickel Plate Station
*+/-8' wide curbed planters street with trees, plantings and street lights
*+/- 12-15' sidewalk
*No additional travel/turn lane on 116th St is included; all work from back of existing curb line

Moore Street:
*+/-6' wide landscape strip along curb with trees, grass and street lights
*6' sidewalk
*6' wide landscape strip along garage
*Loading zone for deliveries and moving trucks
*All work behind existing curb line



Lantern Road:
*+/-5' wide landscape strip along curb with trees, grass and street lights
*8' sidewalk
*All work behind existing curb line

South Street:
*+/-6' wide landscape strip along garage with trees, plantings and street lights
*8' sidewalk
*All work behind existing curb line

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CITYVIEW | EXHIBIT F: PUBLIC STREETSCAPE IMPROVEMENTS

© 2023 browning day | CityView | Project #22040 | May 5, 2023

Exhibit G
Bond Summary

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Illustrative Project Costs:

Net proceeds available for Project	$5,960,000
Capitalized interest through and including February 1, 2027 (1)	1,984,788
Allowance for costs of issuance and contingencies	150,212
Total Illustrative Project Costs	$8,095,000

Illustrative Project Funding:

Taxable Economic Development Revenue Bonds, Series 2024C (2)	$8,095,000

(1) The final financing structure will determine the amount of interest that will be capitalized.
(2) Assumes the Bonds are purchased by the Developer. Assumes the Bonds are payable soley from CityView Project Tax Increment.

CITY OF FISHERS, INDIANA

City-backed Bonds

Proposed CityView Project

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Illustrative Project Costs:

Net proceeds available for Project (1)	$19,743,544
Capitalized interest (2)	0
Allowance for Debt Service Reserve (3)	1,903,985
Allowance for Underwriter's discount (0.50%)	110,050
Allowance for costs of issuance and contingencies	252,421
Total Illustrative Project Costs	$22,010,000

Illustrative Project Funding:

Illustrative Taxable Economic Development Revenue Bonds, Series 2024D (4)	$22,010,000

(1) Represents Bond proceeds, net of issuance costs, that will be available for capital expenditures related to the Project.
(2) Assumes capitalized interest is not required because existing operational assets of the City will be available to serve as the leased premises. The final financing structure will determine the amount of interest to be capitalized, if needed.
(3) Assumes the Bond purchaser will require the funding of a debt service reserve from Bond proceeds. If a reserve fund is not required, then the Bond size will be adjusted accordingly.
(4) Assumes the Bonds are purchased by a third-party. Assumes the Bonds are payable from available TIF revenues of the Redevelopment Commission with an ad valorem property tax backup.

(Subject to the attached letter dated April 25, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

Exhibit H
Company Insurance Requirements

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

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

SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT ("Agreement") is made effective as of August 12, 2024 entered into by and between the ASM Global Arena Management, LLC ("ASM GLOBAL") with the approval of the Town Hall Building Corporation (the "Board") (collectively the "OWNER"), with an address at 11000 Stockdale Street, Fishers, Indiana 46037 (hereinafter called the Fishers Event Center) and Andy Frain Services, Inc. (hereinafter called "Contractor") a provider of guest, event, and security services organized under the laws of the State of Illinois with its headquarters address at 761 Shoreline Drive, Aurora, IL 60504. Each of Owner and Contractor is a "Party" and together they are the "Parties".

BACKGROUND

The Fishers Event Center, (the "Facility") located at 11000 Stockdale Street, Fishers, IN 46037, is owned by the City of Fishers, Indiana. ASM GLOBAL is the "Manager" of the Facility pursuant to a Management Agreement entered into between ASM GLOBAL and the OWNER. ASM GLOBAL has the express authority to perform agreements on OWNER's behalf relating to the management and use of the Facility.

ASM GLOBAL has secured the services of the Contractor to perform certain functions relating to the Facility, as more particularly described below. Contractor has the personnel, material, equipment, proper licensing and registration within the city and state, accreditation, and professional experience to perform the types of services desired by ASM GLOBAL.

Accordingly, OWNER, desires to obtain those services from Contractor, and Contractor desires to perform those services for the benefit of OWNER, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the aforementioned and the provisions contained herein, along with other valuable consideration, the Parties mutually agree as follows:

1. GENERAL UNDERSTANDING; SERVICES/GOODS

A. For purposes of this Agreement, the following defined term shall apply:

i. "SERVICES/GOODS" means the Services and Goods and descriptions provided by the Contractor to ASM GLOBAL for the benefit of OWNER. Contractor's Services and Goods are listed in Exhibit A.

B. OWNER will provide office and storage space at the Facility for Contractor, at no cost to Contractor. The office and storage space shall be adequate in size and secured with a locking mechanism to which only Contractor and designated OWNER and ASM GLOBAL representatives have access. Contractor may use facility meeting rooms for training, recruiting and other similar events that are held for the benefit of the Facility at no rental cost.

C. The Contractor has assigned the Manager identified below as the point of contact to work directly with OWNER's and/or ASM GLOBAL's representative which Manager will be

responsible for all matters relating to OWNER's Facility requirements:

Derek Trammell
Assistant Vice President of Sports & Entertainment
(469) 222-0461
dtrammell@andyfrain.com

D. The Contractor has designated the Executive or point of contact identified below to work directly with OWNER's representative which Executive will be responsible for overseeing all matters related to the Facility requirements:

Bobby Glaser
Vice President of Sports & Entertainment
(630) 962-4312
bglaser@andyfrain.com

E. Contractor shall provide prompt notice to ASM GLOBAL and OWNER of any substitution of the persons identified in this paragraph.

2. TERM

The initial term of this Agreement will be for 5 years, beginning on the effective date set forth on page 1 hereof. Unless terminated earlier as provided herein, this Agreement will expire at the end of such 5-year initial term. If no written notice is given by either Party by ninety (90 days) before termination of the initial 5-year period, this Agreement will continue on a year-to-year basis until (i) a new contract is established by mutual written agreement of the Parties or (ii) either party gives ninety (90) days written notice of termination.

3. PRICING; DISCOUNTS; BILLING.

A. The base pricing, invoicing requirements, and payment terms for the Services/Goods are listed in Exhibit B.

B. ASM GLOBAL shall notify the Contractor of any invoice disputes, within 14 Business Days from the date it receives the disputed invoice.

4. TERMINATION

A. ASM GLOBAL shall have the right to terminate this Agreement following a thirty (30) day right-to-cure notice, for the Contractor's material failure to perform its obligations hereunder (which notice specifies the Contractor's failure(s) hereunder), provided the Contractor fails to cure such non-performance within such thirty-day period.

B. In the event of termination by ASM GLOBAL of business operations at the Facility, or the sale, lease termination, or relocation of the Facility, this Agreement can be terminated with thirty (30) days written notice by either Party to the other.

C. The Contractor shall have the right to terminate this Agreement following a thirty (30)

day right-to-cure notice to the OWNER and ASM GLOBAL for OWNER's or ASM GLOBAL's material failure to perform its obligations hereunder (which notice specifies OWNER's or ASM GLOBAL's failure(s) hereunder), provided OWNER or ASM GLOBAL fails to cure such non-performance within thirty days. If OWNER or ASM GLOBAL or the Contractor need more time to complete a contracted service, then the Contractor and OWNER or ASM GLOBAL may agree to extend the period.

5. TERMINATION FOR CONVENIENCE

A. ASM GLOBAL reserves the right to terminate this Agreement at any time and for any reason, at ASM GLOBAL's convenience, with thirty (30) days' written notice. No later than thirty (30) days after receiving such notice, the Contractor shall discontinue the work and cease placing orders for materials, facilities, and supplies related to the performance of this Agreement, unless otherwise directed in the notice.
B. In the event of termination under this Section 5, the Contractor shall be entitled to payment as follows: (1) the actual cost of the work completed in accordance with this Agreement, and (2) other costs incurred by the Contractor that are approved by ASM GLOBAL.
C. The Contractor shall not have any claim or lien against OWNER or ASM GLOBAL for additional compensation or damages arising from such termination.

6. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and delivered by certified mail, postage prepaid, or by overnight mail using a recognized overnight delivery service to the following addresses:

A. if from OWNER or ASM GLOBAL to the Contractor, to:

David H. Clayton, CEO/President
761 Shoreline Drive
Aurora, IL 60504
Cc: General Counsel
or such other address as the Contractor shall specify in a written notice to Owner or ASM GLOBAL.

B. if from the Contractor to OWNER or ASM GLOBAL, to:

ASM GLOBAL
300 Conshohocken State Road Suite 450 West Conshohocken, PA 19428
Attn: Purchasing Department
or such other address as ASM Global shall specify in a written notice to the Contractor.

7. CONFIDENTIALITY

A. Throughout this Agreement, it may be necessary for the Contractor to have access to confidential and protected information belonging to OWNER or ASM GLOBAL, solely to perform the Services/Goods outlined in this Agreement.

B. The Contractor, or any related receiving party, shall not disclose or share any of the confidential information obtained from OWNER or ASM GLOBLA, unless required by law, without prior written permission from OWNER or ASM GLOBAL, as applicable. The Contractor's obligation to maintain the confidentiality of such information shall continue even after the termination of this Agreement and shall remain in effect indefinitely.

C. Upon the date of termination of this Agreement, the Contractor agrees to promptly return to OWNER or ASM GLOBAL, as applicable, any confidential information that is the property of OWNER, including any copies or reproductions thereof.

8. RETURN OF OWNER PROPERTY

Upon termination of this Agreement, the Contractor shall promptly return to OWNER and ASM GLOBAL all copies of OWNER's or ASM GLOBAL's information, whether in written, electronic, or any other form or media. Alternatively, the Contractor shall destroy all such copies and provide a written certification to OWNER and ASM GLOBAL confirming the destruction of the information. Additionally, the Contractor and its authorized representatives shall destroy any notes created in relation to OWNER's and ASM GLOBAL's information and provide a written certification to OWNER and ASM GLOBAL stating that such notes have been destroyed.

9. INSURANCE

A. **Required Insurance.** Contractor shall obtain and maintain in force at all times during the term of this Agreement insurance coverage as follows:

Commercial General Liability ("CGL"). The Contractor shall maintain a CGL insurance policy including property damage and personal and advertising injury with a limit of $1,000,000 per occurrence, and $2,000,000 in the aggregate. The CGL policy shall include $2,000,000 in the aggregate for products and completed operations. The policy shall include blanket contractual liability coverage relating to this Agreement.

Automobile Liability Insurance. Contractor shall carry Automobile liability insurance covering all vehicles operated by Contractor's officers, agents and employees in connection with Contractor's activities pursuant to this Agreement with a limit of $1,000,000 per occurrence. Coverage includes non-owned and hired automobile liability, underinsured motorists, uninsured motorists and a limit of $5,000 medical payments per person.

Employee Dishonesty/Crime Coverage Insurance. Contractor shall maintain crime coverage with a limit of $1,000,000 per occurrence. The policy covers, without limitation, third party employee dishonesty, money and securities on and off premises, robbery and safe burglary on and off premises, forgery and fraud.

Worker's Compensation Insurance. Coverage shall be in accordance with state statute. Employer's Liability insurance shall maintain a limit of $1,000,000 for bodily injury by accident, (each accident), bodily injury by disease, (policy limit) and bodily injury by disease, (each employee).

Cyber Insurance. Contractor shall maintain Technology/professional liability insurance,

intellectual property infringement and Digital Technology insurance (cyber liability) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering or in connection with the Services/Goods provided under this Agreement as follows:

- breaches of security
- violation or infringement of any right of privacy, breach of federal, state, or foreign
- Security and/or privacy laws or regulations including but not limited to HIPAA.
- data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information;
- transmission of a computer virus or other type of malicious code; and
- participation in a denial of service attack on a third party with a minimum limit of $5,000,000 per occurrence and annual aggregate and a per incident. Such insurance must address all of the foregoing without limitation if caused by an employee of Contractor or an independent contractor working on behalf of Contractor in performing services under this Agreement. The policy shall provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.

Excess Liability. Excess liability coverage shall be provided with a minimum limit of $25,000,000 per occurrence and $25,000,000 in the aggregate. This policy will provide coverage in excess of the CGL, Auto Employer's Liability and Cyber Insurance policies.

In no event shall OWNER or ASM GLOBAL be responsible for injuries to Contractor's employees, agents, contractors/sub-contractors while at the Facility. Contractor agrees to waive subrogation rights and to cause its insurance company to waive subrogation rights for all injuries or disease sustained by employees, agents, contractors/subcontractors.

B. **Additional Insureds.** The required Comprehensive General Liability Coverage, the Automobile Liability Coverage, the Cyber Insurance and the Excess Liability Coverage shall name the following as additional insureds arising out of Contractor's Services/Goods under this Agreement: City of Fishers, Town Hall Building Corporation, ASM Global Arena Management, LLC, and each of their respective parents, subsidiaries and affiliates, and their respective owners, partners, members, managers, shareholders, officers, directors, employees, agents, servants, heirs, successors, assigns, administrators, personal representatives and other representatives. All required policies shall be primary to any other insurance maintained by the additional insureds which other insurance shall be excess and non-contributory thereto. Each additional insured shall be provided the same coverage as the named insured, including cost of defense.

C. **Certificate of Insurance.** Certificates which evidence such coverage being in place will be promptly delivered to ASM GLOBAL prior to the commencement of the term of this Agreement. Any insurance renewal certificates must be provided at least ten (10) days prior to policy expiration. All such policies shall be endorsed to indicate that coverage will not be materially changed or cancelled without notice to ASM GLOBAL in accordance with the policy provisions. Said notice shall be sent by Contractor to ASM GLOBAL by Certified Mail, return receipt requested. Prior to the expiration of the required coverage, Contractor will provide ASM GLOBAL with policies evidencing the renewal of all coverage required on at least the same terms and conditions as originally required for this Agreement.

10. INDEMNITY

A. **Indemnification by Contractor**. To the fullest extent permitted by Law, Contractor shall protect, indemnify, defend and hold harmless all additional insureds identified in paragraph 9 (the "**Indemnified Parties**") from and against any and all claims, losses, liabilities, demands, damages, obligations, fines, penalties, awards, judgments, costs, and expenses (including reasonable attorney's fees), in law or in equity, for bodily injury, personal injury, illness, disease, death, damage to property or other loss, arising from, in connection with, or incident to any claim, demand, investigation, or suit of any kind or nature (cumulatively "claims and suits") which any entity or person (including employees or agents of Contractor) may make against an Indemnified Party, arising from, in connection with, or incident to: (i) the Services/Goods provided by or to be provided by Contractor, if caused or allegedly caused, in whole or in part, by the willful misconduct, negligent act or omission, of Contractor; (ii) Contractor's failure to comply with any and all contractual obligations hereunder, or any "Laws" (federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions applicable to Contractor's Services/Goods); and (iii) any unlawful act on the part of Contractor, its officers, agents, employees and subcontractors; or the breach or default by Contractor of this Agreement.

   The indemnification obligations of Contractor are not limited or in any way affected by the insurance requirements set forth in this Agreement. Notwithstanding the foregoing, in no event will Contractor be liable to an Indemnified Party for any loss of business or profits, or for penalties or punitive, exemplary or liquidated damages claimed by an Indemnified Party.

B. **No Immunity.** In furtherance of but not in limitation to the indemnification obligations in this Section 10, Contractor agrees that its obligations shall not be in any way affected, limited or diminished by any protection, limitation, or immunity it enjoys from suits by its own employees or from any limitations of liability or recovery under workers' compensation laws, disability benefit acts or other employee benefit acts, and Contractor knowingly and expressly waives any such immunities, limitations of liability or limitations in recovery with respect to its obligations in this Section 10.

C. **Survival.** The requirements of this Section 10 shall survive termination of this Agreement indefinitely, or until all obligations of this Agreement are satisfied.

D. **No Limitation of Liability**. Nothing in this Section 10 is intended to limit Contractor's liability to the minimum amounts of insurance that Contractor is required to maintain under Section 9.

E. The Contractor agrees to notify OWNER and ASM GLOBAL promptly of any written claims or demands against it or any for which OWNER and/or ASM GLOBAL, is responsible hereunder.

11. REVIEW AND AUDIT PRIVILEGES

The Contractor shall keep and preserve, during the term of this Agreement and for at least three (3) years following the expiration or termination of this Agreement, full and accurate books, and records (collectively, the "Records") relating to the Services/Goods it provides to OWNER and ASM GLOBAL hereunder. The Contractor shall give ASM GLOBAL, as agent of OWNER, and its designated representatives (which representatives may include, without limitation, independent auditors) access to the Records during such period to review and/or audit the

Records, from time to time, upon request.

12. CERTAIN COVENANTS.

During the term of this Agreement, Contractor hereby covenants as follows:

A. The Contractor shall not occupy or use the Facility, nor shall interfere with the activities of the Facility, except as is necessary to perform the Services/Goods hereunder.

B. The Contractor shall not cause or permit any Hazardous Material to be used, stored, generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

C. The Contractor shall comply with all Laws in its provision of the Services/Goods.

D. The Contractor shall provide the Services/Goods in a manner which complies with the industry standard for provision of similar Services/Goods at events and facilities similar to events conducted at the Facility.

13. CYBER SECURITY

The Contractor shall be responsible for Information Technology (IT) cybersecurity for all contracted and supporting 3rd-party systems (collectively, "Contractor systems") that process, store, or transmit OWNER and ASM GLOBAL data. This requirement is applicable to all or any part of the Agreement that includes information technology resources or services for which Contractor systems have physical or electronic access to the OWNER's and ASM GLOBAL's data.

Contractor systems shall provide adequate security for all information systems used to process, store, or transmit OWNER and ASM GLOBAL data. "Adequate security" is defined as the protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

To meet the measurement of adequate security, Contractor systems shall maintain a Cybersecurity Program and capability based on an approved cybersecurity framework, including, but not limited to, the NIST Cybersecurity Framework (CSF), ISO 27000-series standards, or the Center for Internet Security (CIS) Controls. This Program shall include all processes and procedures to be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this Agreement, including appropriate technical and organizational measures implemented to protect against unauthorized access, disclosure, alteration, or destruction of data. The Program shall also comply with all Laws, industry-specific standards, and data privacy requirements.

OWNER IT and ASM GLOBAL IT personnel retain the right to evaluate vendor cybersecurity efforts at any time during contract negotiation or during the length of the Agreement, including, but not limited to, self-certifications, third-party documentation of compliance. Throughout the length of the negotiation period, Agreement and as requested, the Contractor shall provide to the OWNER and ASM GLOBAL reasonable and timely access to all information, security

audit reports or certifications concerning the Contractor system's security program, IT controls, and compliance levels, related to the Services provided to the OWNER and ASM GLOBAL or pertaining to technologies storing, processing or transmitting OWNER and ASM GLOBAL data.

For all Contractor systems, Contractor may provide to the OWNER and ASM GLOBAL written documentation of compliance with the cybersecurity program or the underlying frameworks documented therein, as prepared by a third-party.

Contractor acknowledges that OWNER IT and ASM GLOBAL IT personnel retain a right of approval authority for all waivers or exemptions to this Cybersecurity requirement, following consultation with OWNER and ASM GLOBAL Privacy, Legal, and other business units, as appropriate.

14. MISCELLANEOUS

A. This Agreement shall be governed, construed, and enforced under the laws of the State of Indiana, without giving effect to principles of conflicts of law.

B. No waiver or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.

C. Neither Party shall assign this Agreement without the consent of the other Party and any attempt to do so shall be void and of no effect.

D. Only a written instrument signed by both Parties hereto may amend this Agreement.

E. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provision thereof.

F. This Agreement contains the entire agreement between the Parties hereto regarding the subject matter hereof. This Agreement shall supersede any previous agreement or understanding between the Parties, either oral or written, regarding the subject matter hereof.

G. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

H. OWNER, ASM GLOBAL and Contractor shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, OWNER, ASM GLOBAL or Contractor a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between any of the Parties hereto or referred to herein.

I. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

J. "Force Majeure": Refers to unforeseen and uncontrollable events or circumstances that prevent one or both Parties from fulfilling their obligations under this Agreement. Such events or circumstances may include but are not limited to, acts of God, natural disasters, war, terrorism, strikes, governmental actions, pandemic, epidemic or any other event beyond the reasonable control of the parties.

   a. Notice: If either Party is unable to perform its obligations under this Agreement due to a Force Majeure event, that Party shall provide prompt written notice to the other Party. The notice shall include details of the Force Majeure event, its impact on the affected Party's ability to perform, and an estimate of the expected duration of the event.
   b. Mitigation: The Party affected by the Force Majeure event shall make reasonable efforts to mitigate the impact and resume the performance of its obligations under this Agreement as soon as practicable. The Parties may collaborate and explore alternative solutions to minimize the impact of the Force Majeure event on the performance of the Agreement.
   c. Alternative Arrangements: In the event of a Force Majeure event that significantly affects the performance of this Agreement, the Parties may explore alternative arrangements or workarounds to mitigate the impact and continue the provision of services to the extent possible under the circumstances. Any such alternative arrangements shall be documented in writing and agreed upon by the Parties.

K. This Agreement may be executed in one or more counterparts, each of which shall be the original and all of which shall constitute one and the same instrument.

L. This Agreement shall be construed according to its fair meaning, without applying a presumption that its terms be more strictly construed against any Party by reason of the rule of construction that a document is to be more strictly construed against any Party which prepares same, it being agreed that both Parties participated in the preparation of this Agreement.

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

[SIGNATURE PAGE TO FOLLOW]

ANDY FRAIN SERVICES, INC.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ASM GLOBAL ARENA MANAGEMENT, LLC, with the approval of the Town Hall Building Corporation

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

SERVICES/GOODS

Contractor's Services and Goods shall include, but not be limited to, the following:

• Provision of security and other staff as listed here:

Crowd Management at events

24-Hour Facility Security

• Provision of a proposed staffing plan for the Facility taking into account events held on or about Facility, which event plan will be refined and modified for particular events. All staffing plans shall be subject to review, revision, and approval and ultimately the responsibility to implement by ASM GLOBAL.

• For each event, Contractor shall provide an appropriate number of staff. ASM GLOBAL will provide Contractor with anticipated attendance and Contractor will ensure the Facility is staffed. OWNER will request and make final determination on all staffing numbers. Contractor shall notify OWNER in writing immediately if Contractor believes that the staffing levels requested by OWNER are not adequate for any event.

• All staff will be trained, qualified and competent before arriving onsite at the Facility. Training must be applicable to the Facility and include any and all post orders related to Services/Goods.

• All staff will be trained for at least four (4) hours of site-specific training prior to assignment to the Facility. The Contractor will comply with all local, state and county laws to ensure proper training of its employees.

• Additional training above applicable Laws and industry standards required by OWNER will be reviewed and mutually agreed to by both parties.

• All Security Officers will complete The National Center for Spectator Sports Safety and Security (NCS4) "Certified Sports Venue Staff" (CSVS) training program.

• Where applicable, Security Officers will be compliant with all legal licensing, registration, certification and permit requirements required in the specific geographic region. Prior to commencement of Services, a copy of all licenses, registrations, certifications and permits required by law shall be supplied to ASM GLOBAL. Any licensing, registration, certification and/or permit required or requested by OWNER or ASM GLOBAL beyond those specifically included in the rates detailed in Exhibit B. Agreement shall be billed directly to ASM GLOBAL, payment due net 30 days.

• Security Officers will always be in compliance with the Laws which may apply to Services provided.

• Any personnel licensed to carry firearms will have a valid Firearm Control Card and will secure said firearms in a firearm locker while on duty with the firearm locker provided by Contractor unless already onsite and provided by OWNER.

• Position Description: Create and make available to OWNER Facility-specific Staff Post Orders, Position Description Sheets and Staffing Deployment Sheets. Final decision as to sufficiency of Staff Job Descriptions, Position Description, and Deployment shall be solely held by OWNER. Contractor shall

ensure employees follow the detailed requirements of these rules and regulations provided by OWNER and approved by Contractor. Contractor's employees are not permitted to eat, drink, smoke, use mobile or smart phones or read books or other reading material at their post or while providing Services/Goods. OWNER will designate a place where Contractor's employees may eat and take breaks.

• Uniform Requirements. Contractor shall furnish or provide all employees with a full uniform, designated or approved in writing by OWNER, including shirt, tie, hat, badges or guard credentials, name plates, coat if needed, and other items designated by OWNER and with all other materials (including equipment and supplies, communication equipment and any other equipment) and all other items necessary to perform the Services/Goods and to carry out and perform all of Contractor's obligations under or pursuant to this Agreement. Uniforms will be paid for and maintained by Contractor, excluding shoes and pants, which shall be the responsibility of employee unless otherwise designated by Contractor. Contractor will ensure that all shoes worn by employees while providing the Services are black and non-athletic. Contractor will maintain these uniforms in good condition at Contractor's sole cost and expense, unless otherwise agreed upon in writing. The cost of any uniform required or requested by OWNER or ASM GLOBAL beyond those previously detailed in this section above shall be directly billed to ASM GLOBAL, payment due net 30 days.

• Security Officers will be required to have a Permanent Employee Registration (PERC) card, if required by Laws.

• Security Officers will be required TEAM training, or other appropriate alcohol awareness training, if required by ASM GLOBAL or Laws.

• Crowd management.

• Canine services, if required, pricing to be negotiated for specific service.

• Bag searches at entrance points and the virtual perimeter.

• Use of metal detection (magnetometers and hand wands), weapon detection systems, and pat downs, if required.

• Credential checks at all non-public points.

• Personnel in each seating section visually monitoring the crowd for general safety and security awareness.

• Quick Response Teams.

• 24-hour security.

• Ushers, ticket takers, and concierge personnel, if required.

• Parking Lot and Perimeter Security, if required.

• Enforcement of League mandated requirements, where applicable (i.e. NFL, NBA etc.).

• Enforcement of OWNER and ASM GLOBAL Best Practices.

• Compliance with Contractor's Department of Homeland Security Safety Act Designation and all required documentation necessary to fulfill Safety Act requirements.

• Participation in a Facility command post during events.

• Compliance with all Facility rules and policies.

• Contractor shall be required to provide all security and crowd management services required under OWNER's Facility-specific Scope of Work and cannot selectively decline a particular service.

EXHIBIT B

PRICING/PAYMENT TERMS

ATTACHMENT B-1

FISHERS EVENT CENTER

ANDY FRAIN SERVICES RESPONSE TO: FISHERS EVENT CENTER CROWD MANAGEMENT SERVICES – PRICE PROPOSAL

ATTN:

MATT MUSCELLA - MMUSCELLA@ASMGLOBAL.COM

ASM GLOBAL, VP OPERATIONS

AND

CHRIS WHITTEMORE – CWHITTEMORE@ASMFISHERS.COM

FISHERS EVENT CENTER, ASSISTANT GM

ANDY FRAIN SERVICES, INC.

761 Shoreline Drive

Aurora, IL 60504

Phone: 630-820-3820

Email:bglaserl@andyfrain.com

ANDY FRAIN EST 1924 SERVICES

PRICING / SCOPE OF WORK DECLARATIVE STATEMENT

Attached are the exhibits for the pricing for the specific scope of work positions identified within a crowd management scope. We have made current wage determinations for the region including our present service locations in the region. We are comfortable that the pay and billing rates will generate qualified, capable event and licensed security staff for the venue. You will notice variations in the billing rate for the positions. Those variations reflect the importance assigned to the requisite tasks of the position.

Operating costs and pricing are inclusive of;

- Uniforms - sample uniforms will be presented to Fishers Event Center staff and any significant stakeholders management for approval.
- Standard Andy Frain Training – Training is included in the pricing. Training is a six-hour customer service / post order module and is typically four hours for line staff and six hours for supervisors. It is standard and customary to identify staff to ensure ADA/ CPR / First Aid for supervisors and a core group on non-supervisory staff if not already in place.
- REQUIRED TRAINING such as Technique for Effective Alcohol Management (TEAMS) and IAVM's "Trained Crowd Manager" to be billed back at cost. NCS4 CSVS training is an option that can be deployed at no additional cost to Fishers Event Center
- Recognition programs as defined in the RFP response.
- The training is covered under a proprietary Andy Frain Services training module – "**First Impressions."** Typically, the partner, in this case, Fishers Event Center is asked to assist in the creation of the training content to ensure site and patron compliance needs.
- Alignment to the "**Changing Lives"** initiative with two collegiate interns from the local colleges / universities.
- Recruiter / Trainer costs
- Scheduler costs
- All non-event day management and administration / compliance costs are included in the bill rate.
- Significant corporate support costs in anticipation of a small transition window.
- A senior site manager has been identified. AFS will present the candidate for approval.
- Background checks managed by Redtail / NCS4 for every employee verifiable by approved Fishers Event Center staff through via the Fishers Event Center Prism portal.

- It should be noted that any rate increases during the term of the relationship are passed to employee not the profit of Andy Frain Services. Due to the pandemic costs to the state SUTA funds it is certain that FUTA and SUTA rates increases will impact the pricing in the coming periods.
- The pricing is driven by a four-hour minimum with staff redeployment anticipated.
- The billing cycle is per event. The site contract is net 30 .
- The pay rates are insulated from the pricing changes. We are projecting pay rates which should provide staff which will represent Fishers Event Center and Andy Frain Services appropriately.
- Holidays, as determined by the state of Indiana calendar, will be billed, and paid to the employee at 1.5x. It carries a minimum exposure.
- If an award were to be directed to Andy Frain Services (AFS) and the incumbent would not be able to fulfill its commitment, AFS would immediately initiate support for the balance of the contractual obligation. We have very local staff capable of doing so.
- The pricing includes a budget of $10,000 sponsorship. The construction of the spend will determined if awarded post contract signing.

PRICING

Our pricing builds in a .50 increase to employees annually. This can be a mutually agreed upon initiative and is negotiable.

Fishers Event Center Proposed Pricing			
	Hourly Rate Billed to Fishers Event Center **Base Contract**		
	Year 1	**Year 2**	**Year 3**
Security	$24.00	$24.75	$25.50
Supervisors	$27.00	$27.75	$28.50
Event Staff	$22.50	$23.25	$24.00
Parking	$22.50	$23.25	$24.00
Area Managers	$30.00	$31.00	$32.00
Event Manager	$40.00	$41.00	$42.00

ANDY FRAIN SERVICES

Andy Frain Cost Estimate

Fishers Event Center - Event

Rates	####	$ 30.00	$ 27.00	$ 24.00	$22.50	$ 22.50	$ 22.50	
POS	EM	AM	SUP	SEC	ES	PK	USH	

Parking Lots Open: 1:00 PM
Arena Doors Open: 3:00 PM
Event Start: 5:00 PM
Anticipated End: 11:30 PM

Pos #	Position	Position Type							Start Time	End Time	Shift Hours	Total Hours	EM	AM	SUP	SEC	ES	PK	USH	Total Cost
												DATE OF EVENT								
	Fishers Event Center Staffing Estimate																			
		EM	AM	SUP	LSO	ES	PK	USH												
1	Event Manager	1							1:00 PM	12:00 AM	11.00	11.00	#####	$ -	$ -	$ -	$ -	$ -	$ -	$440.00
2	Area Managers		4						1:00 PM	12:00 AM	11.00	44.00	$ -	######	$ -	$ -	$ -	$ -	$ -	$1,320.00
3	Supervisors			10					2:00 PM	12:00 AM	10.00	100.00	$ -	$ -	$ 2,700.00	$ -	$ -	$ -	$ -	$2,700.00
4	Licensed Security				35				2:30 PM	12:00 AM	9.50	332.50	$ -	$ -	$ -	$ 7,980.00	$ -	$ -	$ -	$7,980.00
5	Event Staff					25			2:30 PM	12:00 AM	9.50	237.50	$ -	$ -	$ -	$ -	$ 5,343.75	$ -	$ -	$5,343.75
6	Parking Staff						20		2:30 PM	12:00 AM	9.50	190.00	$ -	$ -	$ -	$ -	$ -	$ 4,275.00	$ -	$4,275.00
7	Ushers							30	2:30 PM	12:00 AM	9.50	285.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,412.50	$6,412.50
8									2:30 PM	12:00 AM	9.50	0.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00
9											0.00	0.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00
	TOTAL	1	4	10	35	25	20	30	Total Staff	125		1200.00								$28,471.25

www.andyfrain.com

TECHNOLOGY PARTNERS

Andy Frain is an industry partner with CEIA for walk-thru Detection Systems
If needed, Andy Frain and Frain can provide the necessary screening equipment as a turnkey solution to the Fishers Event Center as a discounted sale or a rental option.

One-Stop-Shop for Venue Operations

Operations management software to enhance real-time communications, maximize experience, and reduce risk.

Centralize your operations with one completely configurable system, offering a remarkable user experience, lightning-fast performance, real-time communications capabilities on mobile, and self-designed reporting & analytics.

Andy Frain is a preferred partner with the 24/7 Incident Management system – offering discounted rates on the platform and camera operating system.

In addition to Incident Management Software, Andy Frain Services has a partnership with IDology / ACUANT software allowing AFS access to multiple visitor management systems from Lobby Guard to Qtrac management system.

EMPLOYEE INCENTIVE SAMPLES

Employee Incentive (Event)

- MVP Incentive – Minimum 44 Events
  - MVP Badge, $250.00 bonus, AFS/Fishers Event Center reward package, Event Raffle tickets
- 1st Team All-AFS – Minimum 40 Events
  - $200.00 bonus, AFS/ Fishers Event Center reward package, ticket raffle
- 2nd Team All-AFS – Minimum 35 Events
  - $125.00 bonus, ticket raffle, minor AFS/ Fishers Event Center rewards package
- 3rd Team All-AFS – Minimum 30 Events
  - $100.00 bonus, AFS rewards package
- All-Star – Minimum 22 Events
  - $50.00 bonus
- Salute to Service (Immediate recognition, card redeemable for small giveaways)

Goal: To create, maintain, and appreciate dedicated staff to Fishers Event Center events for a consistent, confident showing night in and night out.

Fishers Event Center Employee Incentive (Event Security)

- Face of the Franchise - All Events (call 70+) September - September
- Super-Star – 75 Events
- All-Star – 65 Events
- Star – 50 Events

Goal: To encourage commitment from staff to the betterment of Fishers Event Center. To cultivate a consistent, positive workplace environment between AFS, Fishers Event Center, and related partners.

Fishers Event Center Employee Incentive (Site / 24 Hour Security)

- Supervisor/Guard of the…
  - Year - $100.00 bonus, Newsletter recognition, AFS rewards package
  - Month - $50.00 bonus, Newsletter recognition, AFS rewards package
  - Week - $20.00 bonus, AFS Newsletter recognition

LICENSES AND CERTIFICATION

Indiana Professional Licensing Agency
Private Investigator & Security Guard Board
402 W. Washington Street, W072
Indianapolis, IN 46204

Security Guard Agency

License Number	Expire Date
SG20800165	10/01/2027

Andy Frain Services Inc.

Eric J. Holcomb
Governor
State of Indiana

Lindsay M. Hyer
Executive Director
Indiana Professional Licensing Agency

Indiana Professional Licensing Agency
402 W. Washington Street, W072
Indianapolis, IN 46204

Security Guard Agency

License Number	Expire Date
SG20800165	10/01/2027

Andy Frain Services Inc.

Signature _____

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AUTHORITY

of

ANDY FRAIN SERVICES, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Application for Certificate of Authority of the above Illinois For-Profit Foreign Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, May 08, 2002.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 8, 2002.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

2002050900158 / 2002050956915

Zoom out (Ctrl+Minus key)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	**CONTACT NAME:** CSU Chicago **PHONE (A/C, No, Ext):** 312-922-5000 **FAX (A/C, No):** **E-MAIL ADDRESS:** CSUChicago@hubinternational.com
INSURED ANDYFRA-02 Andy Frain Services, Inc 761 Shoreline Drive Aurora, IL 60504	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Champlain Specialty Insurance Company **INSURER B :** Hartford Fire Insurance Company — 19682 **INSURER C :** PartnerRE Insurance Company Bermuda, LTD **INSURER D :** Axis Specialty Insurance Company — 15610 **INSURER E :** Gotham Insurance Company — 25569 **INSURER F :** Indian Harbor Insurance Company — 36940

COVERAGES **CERTIFICATE NUMBER:** 1459931024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / X PRO-JECT / LOC OTHER:			CSSE-CGL-0000502-02	5/18/2023	5/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG E&O	$ 1,000,000 $ 300,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			83UENAF3595	5/18/2023	5/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A E	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			CSSE-CEL-0000503-02 EX202300002366 (3M xs 2M)	5/18/2023 5/18/2023	5/18/2024 5/18/2024	EACH OCCURRENCE AGGREGATE Occ./Agg. (3M xs 2M)	$ 2,000,000 $ 2,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C D F	Excess Liability (2M xs 5M) Excess Liability (5M xs 7M) Excess Liability (5M xs 12M)			ESP-SS-UX-0000004-01 P-001-001130615-01 SXS0063443	5/18/2023 5/18/2023 5/18/2023	5/18/2024 5/18/2024 5/18/2024	Each Occurrence/Agg: Each Occurrence/Agg: Each Occurrence/Agg:	$2,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

Indiana Professional Licensing Agency
Attn: PISG Licensing Board
402 W. Washington Street, Room W072
Indiannapolis IN 46204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Neil R. Hughes

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ATTACHMENT B-2

FISHERS EVENT CENTER

ANDY FRAIN SERVICES RESPONSE TO:
FISHERS EVENT CENTER
24-HOUR SECURITY – PRICE PROPOSAL

ATTN:

MATT MUSCELLA - MMUSCELLA@ASMGLOBAL.COM

ASM GLOBAL, VP OPERATIONS

AND

CHRIS WHITTEMORE – CWHITTEMORE@ASMFISHERS.COM

FISHERS EVENT CENTER, ASSISTANT GM

ANDY FRAIN SERVICES, INC.

761 Shoreline Drive

Aurora, IL 60504

Phone: 630-820-3820

Email:bglaserl@andyfrain.com

ANDY FRAIN EST 1924 SERVICES

PRICING / SCOPE OF WORK DECLARATIVE STATEMENT

Attached are the exhibits for the pricing for the specific scope of work positions identified within a 24-Hour Security scope. We have made current wage determinations for the region including our present service locations in the region. We are comfortable that the pay and billing rates will generate qualified, capable event and licensed security staff for the venue. You will notice variations in the billing rate for the positions. Those variations reflect the importance assigned to the requisite tasks of the position.

Operating costs and pricing are inclusive of;

- Uniforms - sample uniforms will be presented to Fishers Event Center staff and any significant stakeholders management for approval.
- Standard Andy Frain Training – Training is included in the pricing. Training is a six-hour customer service / post order module and is typically four hours for line staff and six hours for supervisors. It is standard and customary to identify staff to ensure ADA/ CPR / First Aid for supervisors and a core group on non-supervisory staff if not already in place.
- Recognition programs as defined in the RFP response.
- The training is covered under a proprietary Andy Frain Services training module – "**First Impressions."** Typically, the partner, in this case, Fishers Event Center is asked to assist in the creation of the training content to ensure site and patron compliance needs.
- Alignment to the "**Changing Lives"** initiative with two collegiate interns from the local colleges / universities.
- Recruiter / Trainer costs
- Scheduler costs
- All non-event day management and administration / compliance costs are included in the bill rate.
- Significant corporate support costs in anticipation of a small transition window.
- A senior site manager has been identified. AFS will present the candidate for approval.
- Background checks managed by Redtail / NCS4 for every employee verifiable by approved Fishers Event Center staff through via the Fishers Event Center Prism portal.

- It should be noted that any rate increases during the term of the relationship are passed to employee not the profit of Andy Frain Services. Due to the pandemic costs to the state SUTA funds it is certain that FUTA and SUTA rates increases will impact the pricing in the coming periods.
- The pricing is driven by a four-hour minimum
- The billing cycle is per event. The site contract is net 30 .
- The pay rates are insulated from the pricing changes. We are projecting pay rates which should provide staff which will represent Fishers Event Center and Andy Frain Services appropriately.
- Holidays, as determined by the state of Indiana calendar, will be billed, and paid to the employee at 1.5x. It carries a minimum exposure.
- If an award were to be directed to Andy Frain Services (AFS) and the incumbent would not be able to fulfill its commitment, AFS would immediately initiate support for the balance of the contractual obligation. We have very local staff capable of doing so.

PRICING

24-Hour Security Fishers Event Center Proposed Pricing			
	Hourly Rate Billed to Fishers Event Center **Base Contract**		
	Year 1	**Year 2**	**Year 3**
24-hour Security	$25.50	$26.25	$27.00
Supervisors	$28.50	$29.25	$30.00

LABOR STAFFING PLAN

Weekly Shift Schedule

For the Week of: Date: 1-17 thru 1-23

Department Name: Name: Security

MONDAY 1-17	Overnight Shift 11p-7a	Day Shift 7a-3p	Afternoon Shift 3p-11	Hours	Rate	Total Cost
Employee 1		Employee Entry		8	$ 25.50	$ 204.00
Employee 2	Ops Center Supervisor			8	$ 28.50	$ 228.00
Employee 3	Venue Rover			8	$ 25.50	$ 204.00
Employee 4		Ops Center Supervisor		8	$ 28.50	$ 228.00
Employee 5		Venue Rover		8	$ 25.50	$ 204.00
Employee 6			Ops Center Supervisor	8	$ 28.50	$ 228.00
Employee 7			Venue Rover	8	$ 25.50	$ 204.00
Part Time - Employee 8				0	$ 25.50	$ -
Part Time - Employee 9				0	$ 25.50	$ -
Part Time - Employee 10				0	$ 25.50	$ -
Part Time - Employee 11				0	$ 25.50	$ -
Daily Sub-Totals				56		$ 1,500.00

Tuesday 1-18	Overnight Shift 11p-7a	Day Shift 7a-3p	Afternoon Shift 3p-11	Hours	Rate	Total Cost
Employee 1		Employee Entry		8	$ 25.50	$ 204.00
Employee 2	Ops Center Supervisor			8	$ 28.50	$ 228.00
Employee 3	Venue Rover			8	$ 25.50	$ 204.00
Employee 4		Ops Center Supervisor		8	$ 28.50	$ 228.00
Employee 5		Venue Rover		8	$ 25.50	$ 204.00
Employee 6			Ops Center Supervisor	8	$ 28.50	$ 228.00
Employee 7			Venue Rover	8	$ 25.50	$ 204.00
Part Time - Employee 8				0	$ 25.50	$ -
Part Time - Employee 9				0	$ 25.50	$ -
Part Time - Employee 10				0	$ 25.50	$ -
Part Time - Employee 11				0	$ 25.50	$ -
Daily Sub-Totals				56		$ 1,500.00

Wednesday 1-19	Overnight Shift 11p-7a	Day Shift 7a-3p	Afternoon Shift 3p-11	Hours	Rate	Total Cost
Employee 1		Employee Entry		8	$ 25.50	$ 204.00
Employee 2	Ops Center Supervisor			8	$ 28.50	$ 228.00
Employee 3	Venue Rover			8	$ 25.50	$ 204.00
Employee 4		Ops Center Supervisor		8	$ 28.50	$ 228.00
Employee 5		Venue Rover		8	$ 25.50	$ 204.00
Employee 6			Ops Center Supervisor	8	$ 28.50	$ 228.00
Employee 7			Venue Rover	8	$ 25.50	$ 204.00
Part Time - Employee 8				0	$ 25.50	$ -
Part Time - Employee 9				0	$ 25.50	$ -
Part Time - Employee 10				0	$ 25.50	$ -
Part Time - Employee 11				0	$ 25.50	$ -
Daily Sub-Totals				56		$ 1,500.00

Thursday 1-20	Overnight Shift 11p-7a	Day Shift 7a-3p	Afternoon Shift 3p-11	Hours	Rate	Total Cost
Employee 1		Employee Entry		8	$ 25.50	$ 204.00
Employee 2	Ops Center Supervisor			8	$ 28.50	$ 228.00
Employee 3	Venue Rover			8	$ 25.50	$ 204.00
Employee 4		Ops Center Supervisor		8	$ 28.50	$ 228.00
Employee 5		Venue Rover		8	$ 25.50	$ 204.00
Employee 6			Ops Center Supervisor	8	$ 28.50	$ 228.00
Employee 7			Venue Rover	8	$ 25.50	$ 204.00
Part Time - Employee 8				0	$ 25.50	$ -
Part Time - Employee 9				0	$ 25.50	$ -
Part Time - Employee 10				0	$ 25.50	$ -
Part Time - Employee 11				0	$ 25.50	$ -
Daily Sub-Totals				56		$ 1,500.00

Friday 1-21	Overnight Shift 11p-7a	Day Shift 7a-3p	Afternoon Shift 3p-11	Hours	Rate	Total Cost
Employee 1		Employee Entry		8	$ 25.50	$ 204.00
Employee 2	Ops Center Supervisor			8	$ 28.50	$ 228.00
Employee 3	Venue Rover			8	$ 25.50	$ 204.00
Employee 4		Ops Center Supervisor		8	$ 28.50	$ 228.00
Employee 5		Venue Rover		8	$ 25.50	$ 204.00
Employee 6			Ops Center Supervisor	8	$ 28.50	$ 228.00
Employee 7			Venue Rover	8	$ 25.50	$ 204.00
Part Time - Employee 8				0	$ 25.50	$ -
Part Time - Employee 9				0	$ 25.50	$ -
Part Time - Employee 10				0	$ 25.50	$ -
Part Time - Employee 11				0	$ 25.50	$ -
Daily Sub-Totals				56		$ 1,500.00

Saturday 1-22	Weekend Night Shift 11p-11a	Weekend Day Shift 11a-11p	Hours	Rate	Total Cost
Employee 1			0	$ 25.50	$ -
Employee 2			0	$ 25.50	$ -
Employee 3			0	$ 25.50	$ -
Employee 4			0	$ 25.50	$ -
Employee 5			0	$ 25.50	$ -
Employee 6			0	$ 25.50	$ -
Employee 7			0	$ 25.50	$ -
Part Time - Employee 8	Ops Center Supervisor		12	$ 28.50	$ 342.00
Part Time - Employee 9	Venue Rover		12	$ 25.50	$ 306.00
Part Time - Employee 10		Ops Center Supervisor	12	$ 28.50	$ 342.00
Part Time - Employee 11		Venue Rover	12	$ 25.50	$ 306.00
Daily Sub-Totals			48		$ 1,296.00

Sunday 1-23	Weekend Night Shift 11p-11a	Weekend Day Shift 11a-11p	Hours	Rate	Total Cost
Employee 1			0	$ 25.50	$ -
Employee 2			0	$ 25.50	$ -
Employee 3			0	$ 25.50	$ -
Employee 4			0	$ 25.50	$ -
Employee 5			0	$ 25.50	$ -
Employee 6			0	$ 25.50	$ -
Employee 7			0	$ 25.50	$ -
Part Time - Employee 8	Ops Center Supervisor		12	$ 28.50	$ 342.00
Part Time - Employee 9	Venue Rover		12	$ 25.50	$ 306.00
Part Time - Employee 10		Ops Center Supervisor	12	$ 28.50	$ 342.00
Part Time - Employee 11		Venue Rover	12	$ 25.50	$ 306.00
Daily Sub-Totals			48		$ 1,296.00

	HOURS	TOTAL COST
WEEKLY TOTAL ESTIMATE	**376**	**$ 10,092.00**

TECHNOLOGY PARTNERS

Andy Frain is an industry partner with CEIA for walk-thru Detection Systems
If needed, Andy Frain and Frain can provide the necessary screening equipment as a turnkey solution to the Fishers Event Center as a discounted sale or a rental option.

One-Stop-Shop for Venue Operations

Operations management software to enhance real-time communications, maximize experience, and reduce risk.

Centralize your operations with one completely configurable system, offering a remarkable user experience, lightning-fast performance, real-time communications capabilities on mobile, and self-designed reporting & analytics.

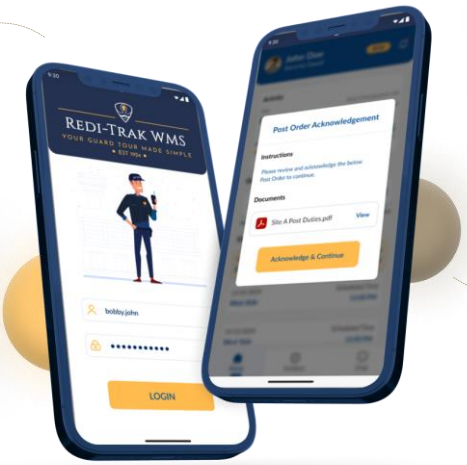
Andy Frain is a preferred partner with the 24/7 Incident Management system – offering discounted rates on the platform and camera operating system.

In addition to Incident Management Software, Andy Frain Services has a partnership with IDology / ACUANT software allowing AFS access to multiple visitor management systems from Lobby Guard to Qtrac management system.

GUARD TOUR SYSTEM INCLUDED

Simplified Authentication

Users will experience a streamlined login, reducing clicks and enhancing intuitiveness



Interactive Post/Escalation Orders

To bolster accountability during patrols, security officers are required to actively review and accept Post Orders, ensuring a comprehensive understanding before proceeding

Guard Patrol Score

Security officers receive a performance score based on the precision of their patrol.

This metric reflects efficiency, encourages positive performance, and contributes to a comprehensive evaluation of their security and safety standards.

WMS Dashboard

The mobile app unveils a revamped dashboard with enhanced aesthetics and streamlined navigation, ensuring an intuitive design for an improved user

Cross Platform Application

WMS RediTrak Mobile AppCompatible with Android and IOS.

Scheduled Patrol Acceptance/Rejection

Security Officers contribute to the integrity of scheduled patrols by actively accepting or declining assignments.

with clear explanations, promoting professionalism and accountability in our operational environment.

Flexible Patrol Selection

Security personnel have the flexibility to choose between scheduled and unscheduled patrols, aligning their assignments with availability and personal preferences.

Cross Platform Application

WMS RediTrak Mobile AppCompatible with Android and IOS.

Redi-Trak Feature Comparison

Feature	1.0	2.0	3.0
Offline Support	✓	✓	✓
Shift Selection *(Morning, Afternoon Evening)*	✓	✓	✓
Interactive Post/Escalation Orders			✓
Error Handling		✓	✓
Guard Patrol Score			✓
Incident Reporting	✓	✓	✓
Scheduled Patrol Acceptance/Rejection			✓
Comprehensive Notification Area			✓
Alert Management		✓	✓
Improved Beacon Communication		✓	✓
NFC Integration			✓
User Checkpoint Configuration			✓
Built In Chat Features			✓
Diagnostics Area			✓
IOS Capability			✓

Status

✓ Featured

EMPLOYEE INCENTIVE SAMPLES

Employee Incentive (Event)

- MVP Incentive – Minimum 44 Events
  - MVP Badge, $250.00 bonus, AFS/Fishers Event Center reward package, Event Raffle tickets
- 1st Team All-AFS – Minimum 40 Events
  - $200.00 bonus, AFS/ Fishers Event Center reward package, ticket raffle
- 2nd Team All-AFS – Minimum 35 Events
  - $125.00 bonus, ticket raffle, minor AFS/ Fishers Event Center rewards package
- 3rd Team All-AFS – Minimum 30 Events
  - $100.00 bonus, AFS rewards package
- All-Star – Minimum 22 Events
  - $50.00 bonus
- Salute to Service (Immediate recognition, card redeemable for small giveaways)

Goal: To create, maintain, and appreciate dedicated staff to Fishers Event Center events for a consistent, confident showing night in and night out.

Fishers Event Center Employee Incentive (Event Security)

- Face of the Franchise - All Events (call 70+) September - September
- Super-Star – 75 Events
- All-Star – 65 Events
- Star – 50 Events

Goal: To encourage commitment from staff to the betterment of Fishers Event Center. To cultivate a consistent, positive workplace environment between AFS, Fishers Event Center, and related partners.

Fishers Event Center Employee Incentive (Site / 24 Hour Security)

- Supervisor/Guard of the…
  - Year - $100.00 bonus, Newsletter recognition, AFS rewards package
  - Month - $50.00 bonus, Newsletter recognition, AFS rewards package
  - Week - $20.00 bonus, AFS Newsletter recognition

LICENSES AND CERTIFICATION

Indiana Professional Licensing Agency
Private Investigator & Security Guard Board
402 W. Washington Street, W072
Indianapolis, IN 46204

Security Guard Agency

License Number	Expire Date
SG20800165	10/01/2027

Andy Frain Services Inc.

Eric J. Holcomb
Governor
State of Indiana

Lindsay M. Hyer
Executive Director
Indiana Professional Licensing Agency

Indiana Professional Licensing Agency
402 W. Washington Street, W072
Indianapolis, IN 46204

Security Guard Agency

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Andy Frain Services Inc.

Signature _____

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AUTHORITY

of

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SUE ANNE GILROY,
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PRODUCER HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	**CONTACT NAME:** CSU Chicago **PHONE (A/C, No, Ext):** 312-922-5000 **FAX (A/C, No):** **E-MAIL ADDRESS:** CSUChicago@hubinternational.com
INSURED ANDYFRA-02 Andy Frain Services, Inc 761 Shoreline Drive Aurora, IL 60504	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Champlain Specialty Insurance Company **INSURER B :** Hartford Fire Insurance Company — 19682 **INSURER C :** PartnerRE Insurance Company Bermuda, LTD **INSURER D :** Axis Specialty Insurance Company — 15610 **INSURER E :** Gotham Insurance Company — 25569 **INSURER F :** Indian Harbor Insurance Company — 36940

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B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			83UENAF3595	5/18/2023	5/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A E	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			CSSE-CEL-0000503-02 EX202300002366 (3M xs 2M)	5/18/2023 5/18/2023	5/18/2024 5/18/2024	EACH OCCURRENCE AGGREGATE Occ./Agg. (3M xs 2M)	$ 2,000,000 $ 2,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C D F	Excess Liability (2M xs 5M) Excess Liability (5M xs 7M) Excess Liability (5M xs 12M)			ESP-SS-UX-0000004-01 P-001-001130615-01 SXS0063443	5/18/2023 5/18/2023 5/18/2023	5/18/2024 5/18/2024 5/18/2024	Each Occurrence/Agg: Each Occurrence/Agg: Each Occurrence/Agg:	$2,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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AUTHORIZED REPRESENTATIVE
Neil R. Hughes

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PLAZA NAMING RIGHTS AGREEMENT

This PLAZA NAMING RIGHTS AGREEMENT (the "Agreement"), is made and entered into this 12th day of August, 2024 (the "Effective Date") by and between the Fishers Town Hall Building Corporation, an Indiana non-profit corporation, with an office address of 1 Municipal Drive, Fishers, Indiana 46038 ("Entity") and FORUM Credit Union, an Indiana financial Institution, with an office address at 11313 USA Parkway, Fishers, Indiana 46037 ("Sponsor"). Entity and Sponsor are sometimes together referred to herein as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Entity owns and operates the Asset;

WHEREAS, Entity has the right to sell Naming Rights and other sponsorship and associated rights for the Asset to the Sponsor;

WHEREAS, Sponsor desires to purchase Naming Rights and other sponsorship and associated rights with respect to the Asset and Facility, all as more fully set forth herein; and

WHEREAS, Entity desires to sell Naming Rights and other sponsorship and associated rights to the Asset and Facility to the Sponsor, in consideration for satisfaction of the covenants and agreements set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings.

"Affiliate" means a Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person. As used in this definition, the term "controls" or "controlled by" means the possession of the power to direct the management and policies of the Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"ASM" means ASM Global Arena Management, LLC, the manager of the Asset and the Facility.

"Asset" means the Fishers Event Center Plaza located immediately north of the Facility on the Asset Site, which Asset will operate as a pedestrian green space and host various outdoor events

throughout the Term, including but not limited to public and private events that coincide with events hosted at the Facility.

"**Asset Logos**" means logos or other similar designs or devices incorporating "_____," the Asset Name and such additional appropriate words or designs that relate to or identify Sponsor, Entity and the Asset.

"Asset Name" has the meaning set forth in Section 4(a).

"**Asset Site**" means the parcel identified as the "Fishers Event Center Plaza" on **Exhibit A**.

"Asset Trademarks" means the Asset Name, Asset Logos, and/or any stylized form or combination thereof, as may be modified throughout the Term, including the trademarks and copyrights associated therewith.

"Asset Developments" means any expansion of or additions to the Asset including, without limitation, the development of improvements and/or installation of personal property within or beyond the Asset Site.

"**City**" means the City of Fishers, Indiana.

"**Commencement Date**" means the date on which the Asset achieves Substantial Completion.

"Direct Competitor" means any Person (other than Sponsor and its Affiliates) that provides or offers products and/or services within the Exclusive Category.

"Effective Date" has the meaning set forth in the Preamble.

"Entitlements" means the entitlements set forth in **Exhibit B**.

"Entity" has the meaning set forth in the Preamble.

"Entity Default" has the meaning set forth in Section 27(c).

"Entity Trademarks" means Entity's name or other logos or trademarks, as set forth in Section 17(a).

"**Event Center Site**" means the property identified as the "Event Center Site" on **Exhibit A**.

"Exclusive Category" means, with respect to the Asset or the Facility, the financial services industry category, which shall mean a bank (including online and/or e-banking), credit union, mortgage provider or wealth management company.

"Facility" means the City of Fishers Event Center, an approximately _____ square foot event complex being constructed by the City of Fishers Entity on the Event Center Site.

"Facility Social Media Accounts" has the meaning set forth in Section 16(b).

"Facility Websites" has the meaning set forth in Section 16(a).

"Final Term" means, provided this Agreement is not earlier terminated pursuant to the terms hereof, the last, full 100-day Term of the Agreement.

"Force Majeure Event" has the meaning set forth in Section 31.

"Independent Marks" has the meaning set forth in Section 15(c).

"**Insolvency Event**" means, with respect to Sponsor, the occurrence of any of the following: (a) Sponsor shall commence a voluntary case concerning itself under any Insolvency Law; (b) an involuntary case is commenced against Sponsor and the petition is not controverted within fifteen (15) days, or is not dismissed within sixty (60) days, after commencement of the case; (c) a custodian is appointed for, or takes charge of, all or substantially all of the property of Sponsor or commences any other proceedings under any Insolvency Law relating to Sponsor or there is commenced against Sponsor any such proceeding which remains undismissed for a period of sixty (60) days; (d) any order of relief or other order approving any such case or proceeding is entered; (e) Sponsor is adjudicated insolvent or bankrupt; (f) Sponsor suffers any appointment of any custodian, receiver or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of sixty (60) days; or (g) Sponsor makes a general assignment for the benefit of creditors.

"**Insolvency Law**" means any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Law of any jurisdiction, whether federal, state or foreign, and whether now existing or hereafter in effect.

"Knowledge" means with respect to (a) Sponsor, that the executive officers and directors of Sponsor, or (b) in the case of Entity, that the Mayor or executive staff (Deputy Mayor department heads), are aware or reasonably should have been aware of a particular fact or matter after conducting reasonable due diligence and inquiry.

"Laws" means any federal, state, local, or foreign constitution, treaty, law, statute, ordinance, resolution, rule, code, regulation, order, writ, decree, injunctions, judgment, stay, or restraining order, provisions and conditions of permits, licenses, registrations, and other operating authorizations, and any judgment, opinion, or ruling of, any governmental authority, in each case, whether currently in effect or which may hereinafter be enacted as existing or amended.

"Management Agreement" means the Amended And Restated Pre-Opening Consulting And Management Agreement Between City Of Fishers, Indiana and ASM Global Arena Management, LLC dated December 12, 2023, as amended.

"Name" has the meaning set forth in Section 4(a). The Name shall also include any future name changes.

"Naming Rights" has the meaning set forth in Section 4(a).

"Party" has the meaning set forth in the Preamble.

"Person" means any natural person, corporation, partnership, limited partnership, limited liability company, estate, trust, joint venture, association, government (and any branch, agency or instrumentality thereof), governmental entity or other form of entity or business organization.

"Public Statements" has the meaning set forth in Section 37.

"Rights Fee" has the meaning set forth in Section 8.

"Signage" has the meaning set forth in Section 12(a).

"Sponsor" has the meaning set forth in the Preamble.

"Sponsor ID" means Sponsor's name or logo.

"Sponsor Default" has the meaning set forth in Section 26(a).

"Sponsor Trademarks" means Sponsor's name or other logos or trademarks, as set forth in Section 18(a).

"Style Guide" has the meaning set forth in Section 10.

"Subordinate Rights" has the meaning set forth in Section 4(c).

"**Substantial Completion**" means with respect to the Asset, the date that the City receives a final certificate of occupancy for the Facility.

"Term" has the meaning set forth in Section 3.

"Third Party Intellectual Property" has the meaning set forth in Section 19(a).

"Third Party Signs" has the meaning set forth in Section 12(e).

"Transfer" has the meaning set forth in Section 30(a).

"Uncontrolled Portions" has the meaning set forth in Section 6(a).

2. Asset & Facility. Entity hereby represents that it will own and operate the Facility and the Asset, both of which are being constructed as of the Effective Date of this Agreement. Nothing herein contained shall obligate Entity to operate the Asset or Facility on any particular day or for any particular number of hours per day. The Entity reserves the right to alter the operating schedule of days and hours of the Facility and Asset at any time and without notice to Sponsor.

3. Term.

a. Initial Term. The term of this Agreement shall commence on the Commencement Date (although it is effective from the Effective Date) and shall end on the date that is one hundred (100) days thereafter (the "**Initial Term**"), provided that the Initial Term shall automatically renew without the requirement of any notice (written or otherwise) for successive periods of one hundred (100) days each, except that the

last Term shall be for fifty (50) days (each, a "**Renewal Term**"). The actual duration of this Agreement (i.e., the Initial Term together with any and all Renewal Term(s)) is referred to herein as the "**Term**". Notwithstanding the foregoing, Sponsor and Entity shall be bound by all other terms and conditions of this Agreement from and after the Effective Date, with the exception of the payment of the Rights Fee, as hereinafter defined, which shall commence on the Rights Fee Commencement Date, as hereinafter defined.

b. Renewal Terms. This Agreement shall automatically renew as set forth above for 36.5 consecutive terms, unless Entity or Sponsor provides written notice to the other Party of the intent to terminate this Agreement not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, (a) any renewal of the Initial Term or a Renewal Term shall not adversely affect the federal tax status of any outstanding federally tax-exempt obligations issued to finance or refinance the Facility, and (b) unless otherwise agreed by the Parties, the Term shall automatically expire and shall not be subject to further renewal as of the 10-year anniversary of the Commencement Date (i.e., _____or 36.5, total Terms). Moreover, in the absence of a Sponsor Default, if Entity tenders notice of intent to terminate pursuant to this Section 3(b) prior to the Final Term, Entity shall be strictly prohibited from renaming the Asset anything other than the "Fishers Event Center Plaza" or "Plaza at Fishers Event Center" or entering into an agreement with any other entity for naming rights for the Asset until conclusion of the Final Term.

4. Grant of Rights.

a. Grant of Naming Rights. Entity hereby grants to Sponsor during the Term the exclusive Naming Rights to the Asset, pursuant to the terms and conditions of this Agreement. As of the Effective Date, the initial name of the Asset shall be the "FORUM Credit Union Plaza at Fishers District" (the "Asset Name"), unless amended or changed in accordance with this Agreement. The Asset Name may be referred to throughout this Agreement as the "Name". The Asset shall be referred to by its Name in all marketing and promotional materials (materials including print and electronic publications, print and electronic program guides, brochures, visitor guides, flyers, programs, and the like, on websites, social media, press releases, electronic or static billboards, merchandise, and similar materials, and other related areas) and Signage. Both Parties agree that the Name should not be abbreviated and to use good faith efforts, contractually or otherwise, to require that third parties (including those third parties that enter into an agreement to rent or use the Asset, or portion thereof) include the Name in all advertising or other dissemination of information regarding the Asset; provided, however, the Parties acknowledge and agree neither Entity nor Sponsor controls such third parties and neither shall be liable for such third-party's advertising or dissemination of information that does not include or properly include the Name.

b. Name Change. In no event shall the Name be changed or altered by either Party without the prior written approval of the other Party.

c. Subordinate Rights. Notwithstanding the grant of Naming Rights, Entity shall have the unlimited right to offer, grant, sell or otherwise convey presenting sponsor, official sponsor,

sponsorship rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, to any portion of the Facility (the "Subordinate Rights") to any third party; *provided however*, that Entity shall not grant a naming right to the Facility or any Subordinate Rights related to the Asset to a Direct Competitor within the Exclusive Category.

d. Limitation of Rights. The Parties hereby understand and agree that the Entitlements and branding rights set forth in this Agreement relevant to the Asset shall only apply to the Asset located on the Asset Site and shall not apply to any Asset Developments. Any and all branding opportunities to Asset Developments shall be negotiated and memorialized in a separate written agreement. Notwithstanding the foregoing, and consistent with Section 5 below, Entity shall not grant to any Direct Competitor within the Exclusive Category any right or license to market or promote any products or services within the Exclusive Category anywhere at or in conjunction with the Asset or Asset Developments.

5. Exclusivity. From the Effective Date through the end of the Term, subject to Section 6 below, and as long as no Sponsor Default exists, Entity hereby agrees that it shall not grant to any Direct Competitor any right or license to market or promote any products or services within the Exclusive Category anywhere at or in conjunction with the Asset.

6. Exceptions to Exclusivity. Notwithstanding anything to the contrary herein, any right of exclusivity granted to Sponsor in this Agreement shall be limited based on the following:

a. Sponsor acknowledges and agrees that Entity cannot control the Facility, Asset, and components thereof, when unaffiliated third parties like promoters, tenants, licensees and other third parties use the Facility or Asset or any of the facilities therein or when the Facility or Asset are open to the public ("Uncontrolled Portions"). Therefore, competing brand logos, products, signage, and other promotion or recognition, including those of Direct Competitors, may be promoted and otherwise visible, throughout the Term, in the Uncontrolled Portions and will not constitute a breach of this Agreement.

b. Entity may, without breaching this Agreement, enter into rental, lease, or use agreements for use of the Facility or Asset for particular or specific events with entities who may compete, have sponsors that compete, or host particular or specific events or other functions that have sponsors that compete with Sponsor, including Direct Competitors.

7. Entitlements. Commencing on the Effective Date and throughout the Term of this Agreement, Entity shall provide to Sponsor and Sponsor shall be entitled to the Entitlements set forth in **Exhibit B**.

8. Compensation to Entity. In consideration of the rights, privileges, and benefits granted under this Agreement, beginning on the Commencement Date and continuing throughout the Term, Sponsor shall pay to Entity compensation for each Term (the "Rights Fee") as follows: beginning the Commencement Date and continuing on or before the first day of each successive Term in one (1) installment, (a) $109,589.00, per Term, for the first 18 Terms (inclusive of the

Term commencing on the Commencement Date); (b) $113,424.60, per Term, for the immediately succeeding 18 Terms; and (c) $55,753.40 for the final half (1/2) Term.

9. Payments.

a. All payments shall be paid by way of check made payable to "City of Fishers, Indiana" and mailed to Entity at its address set forth in Section 21, or such other address as is designated by Entity in writing and in advance.

b. Any payment required to be made by Sponsor that is not paid within ten (10) days from the date such payment becomes due, and owing shall bear interest at an annual rate of twelve percent (12%) per annum or, if lower, the maximum allowed by law, from the due date to the date payment is actually made. The right of Entity to receive interest under this Section shall be in addition to all other rights it may have as a result of Sponsor's failure to make payments when due.

10. Style Guide Development. As soon as reasonably practical after the Effective Date, Entity (or its designee, in Entity's sole discretion) and Sponsor shall meet and collaborate to develop a style guide that establishes the approved formats and style, including without limitation, the appropriate color(s) and font(s) of the Name, Asset Logos and the Asset Trademarks (the "Style Guide"). Upon receipt of the initial draft Style Guide (the "Initial SG Draft"), Sponsor shall, within fourteen (14) business days, provide its approval or specific revisions to the Initial SG Draft in writing to Entity. Thereafter, and within fourteen (14) business days, if (a) Sponsor provides revisions, Entity shall (i) incorporate Sponsor's revisions that are approved by Entity, in its commercially reasonable discretion, or (ii) provide in writing and in specific detail its rationale for rejecting any revisions that the Entity rejects; or (b) Sponsor approves the Initial SG Draft, Entity shall provide the second, more detailed draft of the Style Guide (the "Second SG Draft"). If the City rejects any of Sponsor's revisions, the parties shall meet to discuss and collaborate on potential styles. Upon (y) agreement of the parties concerning the styles, or (z) approval of the Initial SG Draft pursuant to subsection (b) above, the City shall, within fourteen (14) business days provide to Sponsor the "Second SG Draft" for its review. The review process for the Second SG Draft shall be the same as the review process for the Initial SG Draft. After the Second SG Draft is approved, the City shall, within fourteen (14) business days provides the final Style Guide to Sponsor for its review and approval. Provided that the final Style Guide is materially the same as the Second SG Draft approved by Sponsor, Sponsor shall review and approve the final Style Guide within two (2) business days.

11. Use of Style Guide. In all events, the appropriate Asset Trademarks as depicted in the Style Guide shall be included in all marketing and promotional materials produced by Sponsor or Entity related to the Asset. An Asset Trademark that materially differs (color, font, background or design) from that depicted in the Style Guide shall not be used or published in any manner without the written approval of Sponsor or Entity; provided, however, the parties acknowledge and agree that they do not control and shall not be liable for the actions of third-parties not under the control of Sponsor or Entity, as applicable.

12. Signage.

a. Asset Signage. In connection with the Entitlements granted to Sponsor hereunder, Sponsor shall be entitled to have certain signage or other forms of exposure of the Name and Asset Logos placed conspicuously in, on and around the Asset as otherwise specified in **Exhibit B** (the "Signage"). The content, appearance, location, material, quantity, and size for all Signage shall be mutually agreed upon by Sponsor and Entity. The appearance, location, and size of any and all Signage shall be consistent with local regulations and applicable Laws, including building codes.

b. Production and Installation. Subject to Section 13, Entity shall be responsible for paying all costs and expenses associated with the design, permitting, preparation, production, delivery, mounting and installation of all Signage.

c. Maintenance. Following the design, preparation, production, mounting and installation of the Signage, Entity shall be responsible for paying costs related to the illumination of any external Signage and paying the costs and expenses associated with the routine maintenance (but not replacement) of all Signage.

d. Removal and Replacement of Signage. If the Signage needs removing, destroying, discarding, or replacing, because of wear and tear, Entity shall be responsible for all costs and expenses associated with such removal, destruction, discarding, or replacement.

e. Third Party Signs. Sponsor and Entity shall use reasonable commercial efforts to cause any existing and future roadway or other signs referencing the Asset to identify the Asset by the appropriate Name and Asset Logo; *provided however*, that, for the avoidance of any doubt, the Parties shall not be deemed in breach of this Agreement in the event a third party fails to identify such signage.

13. Subsequent Name Change. If Sponsor or its successor or assignee changes or causes the change of any Name or Asset Logo in accordance with the terms of this Agreement, including receiving Entity's prior written approval in accordance with this Agreement, Sponsor shall pay, or cause its successor or assignee to pay, all costs and expenses associated therewith, including, without limitation, the cost and expense of: (a) removing, destroying and/or discarding Signage reflecting the prior Name and/or Asset Logo, (b) preparing, producing, replacing, mounting and installing new or altered Signage to reflect the changed Name and/or Asset Logo, and (c) attorneys' fees, other professionals' fees, and the cost of obtaining any required consents and approvals associated with such change as well as all other out of pocket costs and expenses relating to Signage, advertising and marketing.

14. Third Party Marketing and Promotional Materials. Entity and Sponsor agree that each shall use commercially reasonable efforts during the Term to cause the media, advertisers, promoters, sponsors, service providers, parties holding events at the Asset, and other third parties to identify the Asset by the appropriate Name and to incorporate the appropriate Name and Asset Logo into all advertising and promotional materials that identify the Asset published or distributed by such party; *provided however*, that any failure of such parties to refer to Asset by the Name and incorporate the Asset Logo shall not be considered a breach of this Agreement or the liability of Entity.

15. Trademarks.

a. Ownership of Asset Trademarks. Entity and Sponsor agree that Sponsor shall own all right, title and interest in the Asset Trademarks. Sponsor shall license or acquire from the creator(s) of the Asset Logos "artist's design" sufficient rights, including rights in any copyright, to permit unrestricted use of the trademarks associated with the Asset Trademarks. For the avoidance of doubt, each Party shall retain all right, title, and interest in its respective Independent Marks that are incorporated into the Name and Asset Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to the name "Fishers Event Center Plaza"; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

b. License to Use Asset Trademarks. During the Term, Sponsor hereby grants to Entity and its officers, employees and contractors an unlimited, nonexclusive, irrevocable, royalty-free license (with right to sublicense to the extent permitted by this Agreement) to use the Asset Trademarks, as hereafter changed, amended, or created hereunder so long as such use is in accordance with the Style Guide and the approvals set forth in this Agreement.

c. Independent Trademarks. Except as to the Asset Trademarks or as expressly provided in this Agreement, Entity and Sponsor shall retain all ownership, right and title in their respective trademarks, service marks, trade Name, insignia, symbols, logos, decorative designs or the like ("Independent Marks"), and neither Party shall use any Independent Mark that is owned by, or licensed or sublicensed to, the other Party without the other Party's prior written consent, subject to the Style Guide and the approval process set forth in Sections 17 and 18 of this Agreement. Each Party agrees that any use of the other Party's Independent Marks under this Agreement will inure to the benefit of and be on behalf of the owning Party and will terminate upon the expiration or prior termination of this Agreement. Except as expressly provided herein, the Parties will not have any rights or interests in the other Party's Independent Marks.

d. Unauthorized Use of Independent Trademarks. Notwithstanding anything herein to the contrary, the use of the Independent Marks shall be subject to the approval of the owning Party, in its sole discretion. If Entity or Sponsor becomes aware of any unauthorized use of the Independent Marks, then such Party shall promptly notify the other Party of such unauthorized use of the Independent Marks of which the notifying Party has actual knowledge. Both Entity and Sponsor shall use commercially reasonable efforts to prevent and/or correct any unauthorized use of the Independent Marks.

16. Facility Websites and Social Media. The City shall establish a website and social media accounts that are exclusive to the Facility, which website and social media accounts shall include a page, link or information, as applicable, to the Asset.

a. Facility Websites. Entity shall cause (and shall cause any third party, if applicable) the content on the Facility website to include information specific to the Asset and to reflect Sponsor and the appropriate Name and/or Asset Logo (the "Facility Website"). Entity shall manage, during the Term, the day-to-day operation of the Facility Websites and ensure maintenance of web site uptime. Entity's obligations related to Facility Websites shall apply to all Facility Websites existing as of the Effective Date and created over the course of the Term.

b. Facility Social Media Accounts. Entity shall cause (and shall cause any third party, if applicable) to include information specific to the Asset on the social media accounts for the Facility, (including, but not limited to, accounts with Facebook, Instagram, Twitter AKA "X", LinkedIn, Snapchat, and TikTok), as applicable, and to reflect Sponsor and the appropriate Name (the "Facility Social Media Accounts"). Entity shall manage, during the Term, the day-to-day operation of the Facility Social Media Accounts. The Agreement shall include all social media accounts existing as of the Effective Date and created over the course of the Term.

17. Entity Approval Rights.

a. Sponsor acknowledges and agrees that Entity has an interest in maintaining and protecting the image and reputation of the Asset and Entity, and that in order to accomplish this purpose, Sponsor must in all cases assure itself that the (i) Name, (ii) the Asset Logos, and (iii) the Entity's name or other logos or trademarks ("Entity Trademarks") are at all times used in a manner consistent with the Style Guide. Sponsor agrees that Entity shall have the right to examine and to approve or disapprove in advance of use the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed to be used by Sponsor that incorporate the Name or Asset Logos, Entity Trademarks, or that refer in any way to Entity and that depart in any material respect from the Style Guide. Sponsor shall not produce, publish or in any manner use or distribute any such advertising, promotional or other materials that have not been submitted to and approved in writing in advance by Entity.

b. Sponsor shall submit to Entity, at the address set forth in Section 21 for Entity's examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Asset Logos, Entity Trademarks, or that refer to Entity together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used, if any such use is unrelated to the (i) Asset, and/or (ii) the Name, Asset Logos and/or Entity Trademarks differ from that depicted in the Style Guide. Entity shall promptly examine and either approve or disapprove such submissions and shall promptly notify Sponsor in writing of its approval or disapproval. If Entity disapproves any such submission, Entity shall advise Sponsor of the specific reasons for disapproval in each case. Entity's approval must be given explicitly in writing; provided, however, failure to respond within thirty (30) days' receipt of a submission described in this Section 17(b) shall constitute approval for purposes of this Agreement.

18. Sponsor Approval Rights.

a. Entity acknowledges and agrees that Sponsor has an interest in maintaining and protecting the image and reputation of the Asset and Sponsor, and that in order to accomplish this purpose, Entity must in all cases assure itself that the (i) Name, (ii) the Asset Logos, and (iii) Sponsor name, logo and trademarks ("Sponsor Trademarks") are all times used in a manner consistent with the Style Guide. Entity agrees that Sponsor shall have the right to examine and to approve or disapprove in writing and in advance of use of the contents, appearance and presentation of any and all materials proposed to be used by Entity that use or incorporate the Name or Asset Logos, Sponsor Trademarks, or that refer in any way to Sponsor and that depart in any material respect from the Style Guide. Entity therefore agrees that it will not produce, publish

or in any manner use or distribute any such materials that have not approved in writing in advance by Sponsor.

b. Entity shall submit to Sponsor, at the address set forth in Section 21, for Sponsor's examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Asset Logos, Sponsor Trademarks, or that refer to Sponsor, together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used if any such use is unrelated to the (i) Asset, and/or (ii) the Name, Asset Logos and/or Entity Trademarks differ from that depicted in the Style Guide. Sponsor shall promptly examine and either approve or disapprove such submissions, and Sponsor shall promptly notify Entity in writing of its approval or disapproval. If Sponsor disapproves any such submission, Sponsor shall advise Entity of the specific reasons for disapproval in each case. Sponsor's approval must be given explicitly in writing; provided, however, failure to respond within thirty (30) days' receipt of a submission described in this Section 18(b) shall constitute approval for purposes of this Agreement.

19. Third Party Intellectual Property Rights.

Sponsor acknowledges and agrees that no rights have been granted to Sponsor to use the name, logos, copyrights, designs, trademarks, or other identifications (other than the Name or Asset Logos) used at or in conjunction with any asset by any third party that may be granted Subordinate Rights in relation to the Asset ("Third Party Intellectual Property"). Sponsor shall not use any such Third Party Intellectual Property unless and until Sponsor shall have obtained, at its sole expense, from the owner of such proprietary rights whatever approval, license, waiver or release may be required to permit Sponsor to use such Third Party Intellectual Property. Entity acknowledges and agrees that no rights have been granted to Entity to use any Third Party Intellectual Property, and that Entity shall not use any such Third Party Intellectual Property unless and until Sponsor shall have obtained, at its sole expense, from the owner of such proprietary rights whatever approval, license, waiver or release may be required to permit Entity to use such Third Party Intellectual Property.

20. Indemnification.

Sponsor shall protect, indemnify, defend and save harmless Entity, its authorized agents, officers, board members, and representatives from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys' fees, arising out of, or in any way connected with, any claim or action relating to the contents of any materials produced or distributed by Sponsor in accordance with this Agreement, or alleging infringement by Sponsor of the Third Party Intellectual Property. Entity shall protect, indemnify, defend and save harmless Sponsor, its authorized agents, officers, board members, and representatives from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys' fees, arising out of, or in any way connected with, any claim or action relating to the contents of any materials produced or distributed by Entity in accordance with this Agreement, or alleging infringement by Entity of the Third Party Intellectual Property; provided, however, notwithstanding the foregoing or anything included herein to the contrary, Sponsor acknowledges and agrees that for claims

subject to the Indiana Tort Claims Act, Entity shall not be responsible for indemnification in excess of Entity's potential exposure pursuant to the Tort Claims Act.

21. Miscellaneous Other Rights.

    a. Right Of First Refusal - Official Financial Partner of the Facility. Entity hereby grants Sponsor the Right of First Refusal to be the "Official Financial Partner of the Fishers Event Center" (the "Financial Partner ROFR"). Pursuant to the Management Agreement, ASM is required to maintain a ticket account for deposits and expenditures related to tickets for Events (as defined in the Management Agreement) hosted at the Facility (the "Account"). City shall cause ASM to provide Sponsor a written term sheet for the Account that lists proposed business terms for the Account, including but not limited to a description and cost of the following, as applicable: annual percentage rate, automated clearing house (receipts and payments), electronic fund transfers (receipts and payments), general conditions, online banking and any other transaction fees (the "Banking Offer"). Within ten (10) days of receipt of the Banking Offer, if Sponsor desires to be named the "Official Financial Partner of the Fishers Event Center" and to hold the Account, Sponsor shall provide written notification to ASM that it agrees to meet the terms of the Banking Offer. If Sponsor chooses not to exercise the Financial Partner ROFR, ASM may then offer other financial institutions the opportunity to be the Official Financial Partner of the Fishers Event Center upon identical terms as set forth in the Banking Offer. If any terms of the Banking Offer are modified in any way following Sponsor's initial election not exercise its Financial Partner ROFR, ASM must again offer Sponsor the opportunity to exercise the Financial Partner ROFR upon the modified Banking Offer terms before agreeing with any other financial institution to be the Official Financial Partner of the Fishers Event Center. For the avoidance of doubt, Entity shall be entitled to maintain the Account with any financial services provider of its choosing if (a) Sponsor does not accept the Banking Offer; and (b) another entity is not named a financial partner of the Facility. If Sponsor is named the "Official Financial Partner of the Fishers Event Center" and the Account is held with Sponsor, subject to Sponsor Default, Sponsor shall be the "Official Financial Partner of the Fishers Event Center" and hold the Account for a term that is coterminous with the Term of this Agreement.

    b. ROFR - Naming Rights. By or before the commencement of the Final Term, City shall provide Sponsor a written summary of the highest and best offer it has received for rights similar to the Naming Rights (the "Asset Offer"). Within thirty (30) days of receipt of the Asset Offer, if Sponsor desires to extend its right to the Naming Rights, Sponsor shall provide City an offer that exceeds the key terms included in the Asset Offer. Notwithstanding the foregoing or anything included herein to the contrary, Sponsor's offer shall be deemed to exceed the Asset Offer, if such offer would commercially reasonably be deemed more beneficial than the Asset Offer; provided, however, the Parties acknowledge and agree that Sponsor's offer shall not be deemed to exceed the Asset Offer, if the (i) Sponsor's proposed Asset Fee is lower, or (ii) the naming rights proposed by Sponsor are substantially greater, than those included in the Asset Offer. If Sponsor provides an offer that

exceeds the Asset Offer, Sponsor and City shall enter into an agreement for naming rights that includes the terms offered by Sponsor and other commercially reasonable terms for five (5) years.

c. Preferred Financial Group. Coterminous with this Term of this Agreement, Sponsor shall continue to be the preferred financial institution for City employees, and City employees shall continue to be a Select Employee Group of Sponsor.

d. Suite. Coterminous with the Term of this Agreement, the suite depicted in **Exhibit C** as Suite #1 within the Facility shall be reserved for the use of Sponsor pursuant to a publicly available license agreement governing use of suites within the Facility. Sponsor shall not be responsible for a license fee associated with such suite; provided, however, Sponsor's use of the suite shall be governed by a license agreement that includes substantially the same terms as licenses for other suites within the Facility (other than the license fee), including but not limited to the right to purchase tickets to events, responsibility for the cost of food and beverage, indemnification or loss caused by Sponsor or its guests within the suite.

22. Submissions and 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. Notice shall be provided as follows: if to (x) Entity: City of Fishers, Attn: Lindsey Bennett, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038, with copies (via email, only) to: Jennifer Messer, jennifercmesserlaw@gmail.com, and (z) Sponsor at PO Box 50738, Indianapolis, IN 46250 Attn: Doug True (CEO), with copies (via email, only) to: doug.true@forumcu.com. Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

23. Insurance. Sponsor agrees to maintain, on a primary basis and at its sole expense, at all times during the Term, the following coverages and limits. The requirements contained herein, as well as Entity's review or acceptance of insurance maintained by Sponsor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Sponsor under this Agreement.

Commercial General Liability

Limits of Liability:	$2,000,000 General Aggregate
	$2,000,000 Products & Completed Ops.
	$1,000,000 Bodily Injury / Prop. Damage
	$1,000,000 Personal / Advertising Injury
	$1,000,000 Each Occurrence

Comprehensive Auto Liability

Policy Limit:	$500,000

24. Limitation of Liability. Under no circumstances shall Entity or Sponsor be liable to the other Party or any other Person for special, incidental, consequential or indirect damages, loss of good will or business profits, or exemplary or punitive damages.

25. Reservation of Rights. All rights not herein specifically granted to Sponsor by Entity shall be and remain the property of Entity to be used in any manner as it may deem appropriate.

26. Representations and Warranties.

a. Representations and Warranties of Sponsor. Sponsor represents and warrants to Entity that: it is a corporation in good standing under the laws of the state of Indiana and is duly authorized to transact business in the state of Indiana; it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; all necessary corporate approvals for the execution, delivery, and performance by Sponsor of this Agreement have been obtained, and no consent or approval of any other Person is required for execution of and performance by Sponsor of this Agreement; this Agreement has been duly executed and delivered by Sponsor and constitutes a legal, valid and binding obligation of Sponsor enforceable in accordance with its terms; the execution, delivery and performance of this Agreement by Sponsor will not conflict with its articles of incorporation, by-laws or other charter and governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Sponsor is a party or by which Sponsor is bound; it owns sufficient right, title and interest in and to the Sponsor Trademarks and to grant to Entity the right and license to use the Sponsor Trademarks as contemplated by this Agreement; and there is no litigation pending or, to the Knowledge of Sponsor threatened against Sponsor which would prevent or hinder the consummation of the transactions contemplated by this Agreement or its obligations hereunder.

b. Representations and Warranties of Entity. Entity represents and warrants to Sponsor that: it has the full power and legal authority to enter into and perform this Agreement in accordance with its terms; the execution and delivery of this Agreement on behalf of Entity has been duly authorized, all necessary approvals for the execution, delivery, and performance by Entity of this Agreement have been obtained; this Agreement has been duly executed and delivered by Entity and constitutes a legal and binding obligation of Entity enforceable in accordance with its terms; all votes, approvals and proceedings required to be taken by or on behalf of Entity to authorize Entity to execute and deliver this Agreement and to perform its covenants, obligations and agreements hereunder have been duly taken; it owns sufficient right, title and interest in and to the Entity Trademarks and to grant to the Sponsor the right and license to use the Entity Trademarks as contemplated by this Agreement; and Entity is authorized to enter into this Agreement and to grant to Sponsor all of the rights, benefits, privileges and Entitlements contemplated to be granted to Sponsor hereunder.

27. Termination and Effect.

a. Default Event by Sponsor. The occurrence of any one more of the following events or actions will constitute a default of this Agreement by the Sponsor ("Sponsor Default"):

i. Failure to Make Payment. Sponsor fails to pay the Rights Fee, or any other amount required under this Agreement when due, if such failure continues for a period of ten (10) days after Entity gives Sponsor written notice of such failure;

ii. Other Material Breach. Sponsor breaches any other material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Sponsor within forty-five (45) days following receipt of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the forty-five (45) day period, Sponsor fails to (i) submit a cure plan reasonably acceptable to Entity and engage in best efforts to remedy such breach within such forty-five (45) day period and (ii) cure the breach within ninety (90) days following receipt of written notice specifying the nature of such breach;

iii. Corporate Cessation. Cessation of Sponsor to conduct business, or if Sponsor is subject to any attachment, execution or other judicial seizure or sale of any substantial portion of its Asset, which is not discharged or revoked within ten (10) days thereof;

iv. Insolvency. an Insolvency Event occurs with respect to Sponsor;

v. Wrongful Assignment. Sponsor's assignment of this Agreement in violation of Section 29;

vi. Morals. Sponsor (inclusive of its employees, officers, directors, managers, members, partners, owners, associated, licensee, successors, assigns, parties and Affiliates) (i) commits an offense, or becomes involved in any business or industry, involving moral turpitude under any Laws (ii) does or commits any act or thing, or becomes involved in any business or industry, that, in the reasonable and good faith opinion of the Entity, is immoral, deceptive, scandalous or obscene or will tend to degrade, disparage, or impair the name, reputation, image, goodwill, proprietary rights, or integrity of Sponsor (or by reference or implication, Entity or any Asset); (iii) does, or refrains from doing anything that would prejudice or negatively affect the reputations of Entity, any Asset, or Entity's employees, officers, directors, Affiliates, subsidiaries, or parents; or (iv) becomes involved in any business or industry that prohibits Entity from having a sponsorship relationship under any applicable Laws.

b. Termination Rights and Remedies of Entity. In the event of a Sponsor Default, Entity shall have the right to exercise any one or more of the following remedies:

i. immediately terminate this Agreement upon written notice to the Sponsor;

ii. to retain any and all amounts, including, but not limited to, the Rights Fee, that have already been paid as of the date of termination;

iii. Because the nature of entering into and granting the rights and benefits under this Agreement involves a complex and time-consuming legal and corporate process and, in the event of a Sponsor Default resulting in the early termination of this Agreement, the Entity will incur considerable cost and expense in effectuating a change of the Name and Asset Logos and soliciting and entering into a subsequent Name agreement with a third party; Entity shall have the right to receive from Sponsor liquidated damages equal to the amount of the Rights Fee for the three (3) subsequent Terms following the date of termination;

iv. Remove and destroy all Signage or materials displaying or containing Sponsor Marks at the sole cost and expense of Sponsor, as set forth in Section 12(d);

v. To enforce any other rights provided for herein with respect to such Sponsor Default;

vi. To seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Sponsor Default; and

vii. To exercise any other right or remedy at law or in equity with respect to such Sponsor Default

c. Default Event by Entity. The occurrence of any one more of the following events or actions will constitute a default of this Agreement by Entity ("Entity Default"):

i. Material Breach. Entity breaches any material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Entity within forty-five (45) days following receipt of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the forty-five (45) day period, Entity fails to (i) submit a cure plan reasonably acceptable to Sponsor and engage in best efforts to remedy such breach within such forty-five (45) day period and (ii) cure the breach within ninety (90) days following receipt of written notice specifying the nature of such breach.

d. Termination Rights and Remedies of Sponsor. In the event of an Entity Default, Sponsor shall have the right to exercise any one or more of the following remedies:

i. Immediately terminate this Agreement upon written notice to the Entity;

ii. To enforce any other rights provided for herein with respect to such Entity Default;

iii. Seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Entity Default; and

iv. Exercise any other right or remedy at law or inequity with respect to such Entity Default

e. Failure to Terminate. Failure to terminate this Agreement pursuant to this Section shall not constitute a waiver of any remedies the non-defaulting Party would have been entitled to demand in the absence of this Section, whether by way of damages, termination or otherwise.

f. Announcement upon Termination. In the event of any termination of this Agreement, Entity shall have the right to announce in press releases and otherwise that this Agreement is terminated and the reasons for the termination subject to Sponsor's right to examine and to approve or disapprove in writing and in advance, which approval shall not be unreasonably withheld, delayed or conditioned.

28. Waiver. The failure of either Party at any time to demand strict performance by the other Party of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other Party of such terms, covenants and conditions.

29. Rights after Expiration or Termination.

a. Upon the expiration or termination of this Agreement, unless stated otherwise in this Agreement, the rights and obligations of the Parties under this Agreement shall cease immediately, including but not limited to, all of the rights of Sponsor to the use of the Name, Entity Trademarks, and Asset Trademarks. Sponsor shall not thereafter make any use whatsoever of the Name, Asset Trademarks, or Entity Trademarks or make any other reference in advertising to any of the Asset or Entity. Notwithstanding the foregoing, however, the Parties may continue to distribute any existing printed materials if such materials were produced and printed only in reasonable anticipation of the requirements of the respective Parties for the Term, however the materials shall not be distributed for longer than thirty (30) days after the expiration or termination of the Term.

b. For the avoidance of doubt, each Party shall retain all right, title, and interest in, and shall have the right to continued use after termination or expiration of this Agreement to, its respective Independent Marks, including, but not limited to, those that are incorporated into the Name and Asset Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to the Entity Trademarks; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

30. Assignment.

a. This Agreement and all rights and Entitlements granted under this Agreement by Entity are personal to Sponsor and shall not be sold, assigned, sublicensed, pledged, encumbered or otherwise transferred (each, a "Transfer"), directly or indirectly, to any Person (including, without limitation, to any Affiliate of Sponsor) without the prior written consent of Entity.

b. Entity shall have the right to Transfer this Agreement without the consent of Sponsor. In any such event, however, Entity shall provide Sponsor with written notice no later than thirty (30) days before any such Transfer.

c. Any change to the Name as the result of this Section, shall be governed by Sections 4 and 13.

31. Parties Bound and Benefited. This Agreement shall bind and benefit the Parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.

32. Force Majeure. If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, (a) war (including civil war or revolution), invasion, armed conflict, violent act of a foreign enemy, military or armed blockade, or military or armed takeover; (b) riot, insurrection, civil commotion, civil disturbance, or act of terror or sabotage; (c) nuclear explosion or meltdown, or radioactive, chemical or biological contamination; (d) fire, explosion or other serious casualty; (e) severe weather or other natural disasters (including, but not limited to, hurricane force winds, tornadoes, floods, earthquakes, tsunami, named windstorms, or snow or ice storms); (f) events resulting in the declaration of a state of emergency; (g) governmental restrictions; (h) pandemics, epidemics, public health crisis or emergency; (i) strike, lock-out, or labor dispute; (j) acts of God; or (k) other cause beyond the parties' reasonable control ("Force Majeure Event"), then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party shall be excused from performance of such obligation for a period of time equal to the period during which the Force Majeure Event delays, prevents, prohibits, or materially impairs such performance so long as such Party gives the other Party prompt written notice of the cause of the delay. In such event, the Parties will make reasonable efforts to determine sufficient "make good" rights which shall constitute a substitute for the obligations that the restricted Party was delayed, prevented, prohibited, or materially impaired from providing to the other Party as the result of a Force Majeure Event.

33. Significance of Headings. Section headings and numbering contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though such Section headings had been omitted.

34. Contract Interpretation and Construction. Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both Parties, and no presumption or burden of proof shall arise favoring or disfavoring one Party by virtue of the authorship of any of the provisions of this Agreement.

35. No Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or landlord/tenant relationship between Entity or Sponsor. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. This Agreement does not and will not be construed to entitle either Party or any of their respective employees to any benefit, privilege, or other amenities of employment by the other.

36. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Indiana, without giving effect to the principles of conflict of laws. Any dispute regarding this Agreement shall only be brought in a state or federal court of competent jurisdiction in the state of Indiana. Each Party hereby irrevocably submits to the exclusive jurisdiction of any such court for purposes of any action arising out of this Agreement. Sponsor agrees not to challenge this Section, and not to attempt to remove any legal action outside of Indiana for any reason.

37. Public Statements. Neither Entity nor Sponsor shall directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either Party. The Parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures (the "Public Statements") made by either Party related to performance under this Agreement. Each Party further agrees that any such Public Statement will be made in furtherance of the good faith performance of this Agreement and the contractual relationship of the Parties.

38. Subservience. Notwithstanding anything to the contrary contained in this Agreement, this Agreement (as clarification, including, without limitation, all rights, benefits and any exclusivities) is subject in all respects to all applicable Laws, including, but not limited to, the Indiana Code and Fishers Municipal Code and all present and future contracts entered into by, all other entities, governing bodies or organizations having jurisdiction over the rights and benefits granted to Sponsor herein.

39. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

40. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law: (a) the Parties shall substitute for the affected provision a legal, valid, and enforceable provision which approximates the intent and economic effect of the affected provision as nearly as possible; (b) such provision shall be fully severable; (c) if the Parties cannot substitute a replacement provision as described in (a) above, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

41. Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. Additionally, this Agreement may not be amended, changed, or modified except by a writing signed by both Parties, or their respective successors or assigns.

42. Survival. The provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including,

but not limited to, Sections 19(b) and 22. In addition, any payment obligation of either Party that (a) accrues or arises prior to or at the time of expiration or earlier termination of this Agreement and (b) that is contemplated under the terms of this Agreement to be paid after such expiration or earlier termination shall survive such expiration or earlier termination until paid.

43. Counterparts and Facsimile/Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by any Party until each of the Parties has executed and delivered its respective counterpart. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

44. Exhibits. The following exhibits are attached hereto are incorporated herein as if fully set forth; provided, however, to the extent any exhibits conflict with the body of this Agreement, the body of this Agreement shall control:

Exhibit A: Asset Site, Event Center Site
Exhibit B: Entitlements
Exhibit C: Suite Location

[*Signatures Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and/or officials and agree to be bound by its terms.

ENTITY	**SPONSOR**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Asset Site & Fishers Event Center Site

Exhibit B

Entitlements

Category Exclusivity

- Exclusivity for the Asset, subject to the terms of this Agreement, in the financial category, including that the Facility shall not be named within the Exclusive Category.

Asset Naming Rights

- Exclusive presenting sponsor of the Asset, the "_____"
- Exterior Signage
    - Asset Name, Asset Logo, and/or Sponsor ID included on marquee signage of the Asset, which marquee shall additionally serve as a photographic-friendly backdrop for visitors to the Asset.
    - Asset Name and/or Asset Logo on Entity directional signage leading up to the Asset.
- Digital and Print Asset
    - Asset Logo, Asset Name, and/or Sponsor ID on all Asset schedules and program marketing materials; provided, however, such right shall not extend to the materials of third-parties unaffiliated with Entity.
    - Asset Logo, Asset Name, and/or Sponsor ID on Asset and/or Facility website

Exhibit C

Suite Location