

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 9th day of November, 2016, by and among the Town of Speedway Redevelopment Commission (the "Redevelopment Commission"), the Town of Speedway Economic Development Commission (the "EDC") and Wilshaw LLC, an Indiana limited liability company (the "Developer"),

WITNESSETH:

WHEREAS, the Town of Speedway, Indiana (the "Town") desires to foster economic development within the Town; and

WHEREAS, the Developer has responded to a request for proposal by the Town regarding a public-private partnership under which the Developer would construct and equip a mixed-use development, including a hotel, multi-family residential and commercial/retail uses, and parking, including a two level parking facility, as shown in the initial Site Plan/renderings attached hereto as Exhibit A to be refined to final plans and approved pursuant to Section 3.03 (collectively, the "Project"); and

WHEREAS, as part of the Project, the Developer intends to make an investment in improvements with a development cost of approximately Thirty-Six Million Dollars \$36,000,000 and to undertake the development of the Project at 1559 Main Street in the Town (the "Property") which is located in the Town's Main Street Gateway Development Area #1 (the "Redevelopment Area") (see Exhibit B attached hereto for a legal description of the Property); and

WHEREAS, the Developer has requested certain economic development assistance from the Town; and

WHEREAS, the Town, the Redevelopment Commission and the EDC (each, a "Town Body" and, collectively, the "Town Bodies") have determined that the completion of the Project is in the best interests of the citizens of the Town, and, therefore, the Town Bodies desire to take certain steps in order to induce the Developer to complete the Project; and

WHEREAS, to stimulate and induce the development of the Property and the completion of the Project, the Town Bodies have agreed, subject to further proceedings as required by law, to provide the economic development incentives described herein.

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

ARTICLE I. RECITALS

1.01. Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II. MUTUAL ASSISTANCE

2.01. Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including, but not limited to, the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Town Bodies, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. In addition, the parties to this Agreement agree to use their best efforts to cooperate with each other and act in good faith to effectuate the intent of this Agreement.

ARTICLE III. PROJECT DEVELOPMENT

3.01. Sale of Property.

(a) The Redevelopment Commission currently owns the Property described in Exhibit B, which is generally located at the southeast corner of the intersection of 16th Street and Main Street in the Town. To provide for the completion of the Project by the Developer as more particularly described in Section 3.03 hereof, subject to the procedures required by law and the terms and conditions hereof, the Redevelopment Commission will sell to the Developer all of the Property for a purchase price of \$750,000 (the "Purchase Price"). At the closing for the purchase of the Property (the "Property Closing"), Developer shall tender \$500,000 of the Purchase Price to the Redevelopment Commission and the balance of \$250,000 of the Purchase Price shall be payable by Developer to the Redevelopment Commission two (2) years following the date of the Property Closing as evidenced by a contingent promissory note to the Redevelopment Commission in substantially the form attached hereto as Exhibit C (the "Developer Note"). The obligations of the Developer on the Developer Note shall be further secured by a second mortgage on the Property, in substantially the form attached hereto as Exhibit D (the "Developer Mortgage"), which Developer Mortgage shall be subordinate to any mortgages securing the Developer's (or the owner of a Parcel's) construction loan financing for the Project (the "Developer Construction Loan"). Unless otherwise agreed to by the Redevelopment Commission and the Developer in writing, the Property Closing shall occur on the date that the Developer closes on the Developer Construction Loan. The Redevelopment Commission shall release Developer from its obligation to make payment on the Developer Note and shall release its interest in the Developer Mortgage if Developer shall have completed construction of the two level parking facility on the Parking Facilities Property (as defined herein) (collectively, the "Parking Facilities"), within two (2) years of the date of the Property Closing. The Parking Facilities shall be deemed to be completed by the Redevelopment Commission if the Developer shall have received a permanent or temporary certificate of occupancy, or its substantial equivalent approval if certificates of occupancy are not available, for such Parking Facilities, if applicable, or if such Parking Facilities are substantially complete in compliance with all

applicable laws, this Agreement, and any required permits subject to only minor punchlist items that do not interfere with the use or operation thereof. Any handicap accessible parking spaces on the Parking Facilities will be located on the ground floor.

(b) Subject to the procedures required by law and the terms and conditions hereof, Developer shall have the right to obtain an irrevocable license of at least twenty years (the "License") from the Redevelopment Commission for the 0.5 acres of additional real estate located at 4747 West 16th Street in the Town (the "Additional Property") as more particularly described in Exhibit E attached hereto at a license price of \$1.00. The License shall be in form and substance reasonably acceptable to Developer. Developer shall notify the Redevelopment Commission in writing within sixty (60) days of the date of this Agreement as to whether Developer elects to license the Additional Property (such notice, the "Notice of Intent to License Additional Property") and, in the case of timely receipt of such Notice of Intent to License Additional Property, the Redevelopment Commission shall promptly proceed to complete the steps necessary to accomplish the license of the Additional Property to Developer on the same date as the Property Closing, unless otherwise agreed to by the Redevelopment Commission and Developer in writing. If Developer shall not have provided its Notice of Intent to License Additional Property to the Redevelopment Commission within sixty (60) days of the date of this Agreement, the Redevelopment Commission shall have no obligation to license the Additional Property to Developer. If the Developer timely sends the Notice of Intent to License Additional Property, the "Additional Property" shall become part of the "Property" for all purposes of this Agreement related to due diligence of the Additional Property.

(c) Within thirty (30) days of the date of this Agreement, Developer will tender Twenty-Five Thousand Dollars (\$25,000) to the Redevelopment Commission as a non-refundable deposit for its purchase of the Property. The deposit will be deducted from and credited against the purchase proceeds for the Property payable by Developer to the Redevelopment Commission at the Property Closing. Notwithstanding the foregoing, the deposit (or a portion thereof) shall be refundable to Developer in the event that: (i) the Redevelopment Commission fails to perform its obligations under this Agreement (including, without limitation, any failure to obtain any consent, approval or authorization required hereunder or under applicable law necessary for the performance of the Redevelopment Commission's obligations under this Agreement), or (ii) Developer terminates this Agreement due to any condition or contingency set forth herein and the Redevelopment Commission's actual out-of-pocket third party costs in connection with this Agreement and the transactions contemplated hereby are less than Twenty-Five Thousand Dollars (\$25,000) in which case Developer shall be entitled to the remainder of such deposit after reimbursement to the Redevelopment Commission of its actual out-of-pocket third party costs.

(d) The Property will be conveyed "as is", in the form of a special warranty deed subject to (a) building and zoning ordinances; (b) Permitted Exceptions (as defined herein); and (c) the terms, conditions and restrictions of this Agreement and the Declaration (as hereinafter defined). Notwithstanding the foregoing, the Redevelopment Commission agrees to assume the costs of relocating the existing Indianapolis Power & Light electric transmission lines and Comcast line on the Property, including the poles and all attachments thereto (the "Utility Relocation Costs"). The Redevelopment Commission, based upon quotes and other information, estimates the Utility Relocation Costs to be \$500,000. The parties agree that the Utility

Relocation Costs will be initially provided from the net proceeds from the sale of the Property, then from the proceeds of the hereinafter described Bonds in an amount up to (but not exceeding) Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) and thereafter from any other funds of the Redevelopment Commission. With respect to any proceeds from the Bonds that are used for Utility Relocation Costs, the Redevelopment Commission will reimburse the Developer's project fund used for construction of the Project and created under the Indenture pursuant to which the Bonds are issued, any use of such proceeds from funds of the Redevelopment Commission within eighteen months (18) months from the date of issuance of the Bonds. The net proceeds from the sale of the Property shall be escrowed with the Title Company (as hereinafter defined) at closing on the Property and will be disbursed to fund the Utility Relocation Costs pursuant to an escrow agreement that is mutually acceptable to the Title Company, Developer and the Redevelopment Commission. For purposes of this Agreement, "net proceeds" shall mean \$500,000 as the same is reduced by the aggregate amount of all costs in connection with the sale of the Property that are paid by the Redevelopment Commission at the Property Closing, if any, including, without limitation, closing costs, prorations and adjustments, recording fees, title insurance costs, and other similar costs in connection with any such sale. The Redevelopment Commission shall use its best efforts to coordinate the timing of the relocation of the Indianapolis Power & Light electric transmission lines and Comcast line with Developer's construction.

(e) The Property Closing shall be at (or by escrow with) First American Title Insurance Company (the "Title Company") within thirty (30) days of following the contingency periods herein provided; provided, that Developer shall have the right to extend such thirty (30) day period for up to two (2) additional consecutive periods of thirty (30) days each (for a Property Closing that is within sixty (60) or ninety (90) days, as the case may be, following the contingency periods). For each extension, the Developer shall provide the Redevelopment Commission with a non-refundable (except in the event of the Redevelopment Commission's failure to perform in accordance with the terms and provisions of this Agreement including, without limitation, any failure to obtain any consent, approval or authorization required hereunder or under applicable law necessary for the performance of the Redevelopment Commission's obligations under this Agreement)) Property Closing extension fee equal to Ten Thousand Dollars (\$10,000). Each Property Closing extension fee will be deducted from and credited against the purchase proceeds payable by Developer at the Property Closing. The exact date of the Property Closing shall be mutually agreed upon by the Redevelopment Commission and Developer within the time periods set forth above.

(f) The Developer acknowledges that the Redevelopment Commission has provided the Developer with a title insurance commitment and an environmental summary document for the Property and any other environmental information available to the Redevelopment Commission in reference to the Property. The Developer shall have forty-five (45) days from the date of this Agreement to object to any information in the title insurance commitment and environmental summary and the Redevelopment Commission shall use its best efforts to cure any such objections. Within thirty (30) days after receipt of such objections, the Redevelopment Commission shall provide Developer with notice of which objections it elects to cure and which objections it shall not cure and any objections the Redevelopment Commission agrees to cure shall be cured at or prior to the Property Closing. Any items shown in the title commitment and not objected to by Developer or that the Redevelopment Commission does not elect to cure shall

be deemed "Permitted Exceptions". If Redevelopment Commission elects not to cure any such objections Developer shall have ten (10) days from receipt of such notice to terminate this Agreement and receive a refund of its Deposit in which case the parties shall not have any further rights or obligations under this Agreement. Notwithstanding the foregoing, the following items must be satisfied by Redevelopment Commission on or before the Property Closing Date: (i) any mortgage or deed of trust or other monetary lien encumbering the Property, (ii) any monetary judgment against Redevelopment Commission encumbering the Property, and (iii) any mechanic's, materialmen's or other similar liens.

(g) The Developer shall have a period of one hundred twenty (120) days from the date of this Agreement to satisfy any concerns relative to utilities, access, environmental condition and soils related to the Property and to otherwise determine the feasibility for the Project. Developer shall have the right to extend the initial due diligence period for one thirty (30) day period. For the extension, Developer shall provide the Redevelopment Commission with an additional non-refundable (except in the event of the Redevelopment Commission's failure to perform in accordance with the terms and provisions of this Agreement including, without limitation, any failure to obtain any consent, approval or authorization required hereunder or under applicable law necessary for the performance of the Redevelopment Commission's obligations under this Agreement) deposit equal to Ten Thousand Dollars (\$10,000) which will be deducted from and credited against the purchase proceeds payable by Developer at the Property Closing. In the event the Developer objects to any of the conditions, Developer shall notify the Redevelopment Commission in writing and the Redevelopment Commission shall have thirty (30) days to provide additional information to satisfy the Developer's concerns and the due diligence period shall be extended for such period. If Developer is still not satisfied with any such inspections, Developer shall have the right any time prior to providing the Approval Notice to terminate this Agreement and the Redevelopment Commission shall retain any amounts deposited with it by the Developer pursuant to the term of this Agreement, and the parties shall not have any further rights or obligations under this Agreement. From the date of this Agreement until the Property Closing or earlier termination of this Agreement, Developer and its agents shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Developer deems necessary and/or appropriate to satisfy Developer as to the condition of the Property. On the date that Developer has satisfied itself as to the condition of the Property and the feasibility of the Project, Developer shall deliver to the Redevelopment Commission an approval notice (the "Approval Notice") confirming that Developer has satisfied or waived all due diligence conditions. The Developer acknowledges that extensions under this Section 3.01(g) may impact the amount of TIF Revenues (as hereinafter defined) and thereby impact the amount of Bond proceeds available for the Project.

(h) At the Property Closing:

(1) The Developer and Redevelopment Commission shall each pay one-half of the Property Closing costs (e.g., recording fees, escrow closing costs, and such other closing fees, costs and charges customarily associated with a commercial real estate closing) by wire transfer of immediately available funds. The Redevelopment Commission shall pay for the title insurance premiums charged for the owner's policy of title insurance on the Property in the amount of the fair market value of such Property. Developer shall pay for: (A) any other title

insurance premiums (including any policy premiums for insurance in excess of the amounts the Redevelopment Commission is obligated to provide, lender's policies, endorsement fees, search fees, costs, and expenses charged for the owner's policies of title insurance); and (B) the cost of the ALTA survey for the Property. Each party shall be responsible for its own legal fees incurred in connection with the Property Closing.

(2) The Redevelopment Commission shall deliver possession of the Property to the Developer at the Property Closing, free and clear of all rights and claims of any other party to the possession, use, or occupancy of the Project subject to Permitted Exceptions and (a) the lien of current year taxes and assessments not delinquent; (b) this Agreement, the Declaration (as hereinafter defined), the Developer Obligations Agreement (as hereinafter defined) and the Leases (as hereinafter defined); and (c) such other matters as are accepted by the Developer in writing or the Developer is deemed to have waived pursuant to the terms and conditions of this Agreement and cause the Title Company to deliver an owner's policy of title insurance issued by the Title Company and dated as of the date of recording of the Deed in conformity with the title insurance commitment but subject only to the Permitted Exceptions and the items set forth in (a), (b) and (c).

(3) The Developer and/or the Town Bodies, as applicable, shall execute and deliver the following:

(A) the special warranty deed (the "Deed") conveying to Developer fee simple title to the Property;

(B) a vendor's affidavit in form and substance such that the Title Company agrees to delete the standard exceptions for non-survey matters and to cause the Title Company to date the title policy as of the date of the recording of the Deed;

(C) if necessary, an affidavit that the Redevelopment Commission is not a "foreign person", in form and substance required by the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder;

(D) a certification by the Town Bodies that all of the representations and warranties set forth in this Agreement remain true and accurate in all respects as of the Property Closing and that, to the Redevelopment Commission's knowledge, there is no existing breach of this Agreement by any of the Town Bodies;

(E) a certification by the Developer that all of the representations and warranties set forth in this Agreement remain true and accurate in all respects as of the Property Closing and that, to the Developer's knowledge, there is no existing breach of this Agreement by the Developer;

(F) the Developer Note and Developer Mortgage as executed by the Developer and delivered to the Redevelopment Commission, together with the Intercreditor Agreement (as defined herein);

(G) recordable memorandum of this Agreement, to be recorded in the chain of title for the Property;

(H) the License;

(I) such other customary documents or instruments, resolutions, consents of members, partners, and/or shareholder and other evidence as the Redevelopment Commission, Developer or the Title Company reasonably may request, establishing that: (1) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action; and (2) the execution and delivery of such documents, and the conveyance of the Property to Developer in accordance with the terms and conditions of this Agreement, have been properly authorized by the signatories thereto; and

(J) such other customary documents or instruments as the Redevelopment Commission, the Developer or the Title Company may request in connection with the Property Closing (including, for example, a Sales Disclosure Form and a closing statement).

(i) The Developer assumes and agrees to pay (i) all real estate taxes and assessments becoming a lien against the Property after the Property Closing; and (ii) so much of the current year taxes as shall be allocable to the Developer by proration (based upon the number of days remaining in the year in which the Property Closing occurs after the Property Closing). The Redevelopment Commission shall pay (or cause to be paid): (1) all real estate taxes and assessments becoming a lien against the Property prior to the Property Closing; (2) any installments of real estate taxes payable during the year in which the Property Closing occurs; and (3) so much of the current year taxes as shall be allocable to Redevelopment Commission by proration (based upon the number of days in the year in which the Property Closing occurs prior to and including the Property Closing). Accordingly, as provided by this Section, the real estate taxes with respect to the Property are being prorated and allocated to Redevelopment Commission and the Developer on an accrual basis and based upon the period during which Redevelopment Commission and the Developer, respectively, hold title to the Property. If the applicable tax rate has not been set, then the current tax rate shall be used for the purposes of such prorations, and there shall be no subsequent adjustment or re-proration. Any taxes or assessments that are not assumed by the Developer shall be allowed to the Developer as a credit against any sums payable by it at the Property Closing, and Redevelopment Commission shall not be liable further for such taxes and assessments. Notwithstanding the foregoing, it is anticipated that there are no current assessments or current year taxes assessed against the Property and that the foregoing proration shall not be required.

(j) The Town and Redevelopment Commission acknowledge and agree that Developer may divide the Property into multiple parcels at the Property Closing (each such parcel being a "Parcel") in order to facilitate the financing and development of the Project and that each of such Parcels may be owned by a separate affiliate entity of the Developer and each of the Parcels shall be conveyed to the respective separate entity and such entity shall be entitled to the rights and bound by the obligations under this Agreement with respect to such Parcel.

3.02. Lease of Parking Facilities Property.

(a) To provide for the completion of the Parking Facilities, the Developer will enter into a lease (the "Developer Lease") pursuant to which the Developer will lease to a not-for-profit building corporation to be established by the Redevelopment Commission (the "Building Corporation") the real estate on which the Parking Facilities will be constructed as more particularly described in Exhibit F attached hereto (the "Parking Facilities Property") for a lease term equal to the repayment term of the Bonds (as hereinafter defined). The Building Corporation will enter into a lease with the Developer and the Redevelopment Commission pursuant to which the Building Corporation will lease to the Developer and the Redevelopment Commission its interest in the Parking Facilities Property (the "Building Corporation Lease"). The lease rentals under the Building Corporation Lease shall be payable by the Redevelopment Commission from (i) tax increment revenue generated from the Redevelopment Area (the "TIF Revenues"), (ii) the Developer Obligations Agreement and Third Party Guaranty (as defined herein) pursuant to the terms thereof and (iii) to the extent TIF Revenues and the Developer Obligations Agreement and Third Party Guaranty are ever insufficient to pay lease rentals, from the revenues of a special benefits tax levied by the Redevelopment Commission pursuant to Indiana Code 36-7-1-4-27 (the "Special Benefits Tax").

(b) The Developer Lease and the Building Corporation Lease (collectively, the "Leases") shall each provide that: (i) the general public may use not less than 50 non-reserved public parking spaces in the Parking Facilities Property; and (ii) upon expiration of the term of the Building Corporation Lease and the Developer Lease, all right, title and use of the Parking Facilities Property thereunder, including any improvements thereto, shall be returned to the sole possession and use of the Developer, subject to the condition that the Developer shall at all times provide at least 50 non-reserved public parking spaces in the Parking Facilities Property. Developer shall be permitted to charge for: (i) non-public parking without restriction; and (2) public parking for vehicles parked for longer than three (3) hours or overnight. During the terms of the Developer Lease and Building Corporation Lease, Developer, or one of its affiliates, shall manage the Parking Facilities Property and shall be responsible for the management, operation and maintenance expenses of the Parking Facilities Property, all pursuant to such further terms and conditions as are agreed upon by the Developer and the Town. Notwithstanding anything herein to the contrary, the parties acknowledge that up to 35 of the public parking spaces in the Parking Facilities Property will be subject to use by Speedway Rosner LLC ("SW Rosner") in accordance with that certain Parking Agreement between the Redevelopment Commission and SW Rosner, dated June 28, 2016 (the "SW Rosner Agreement"), which the parties acknowledge having a copy of and provided that SW Rosner agrees to pay and reimburse Developer for its pro-rata share of the maintenance and operation costs, fees and expenses for use of such parking spaces. For purposes of confirmation, the 35 public parking spaces utilized by SW Rosner shall count towards the 50-non-reserved parking spaces required pursuant to this paragraph, and may, at Developer's election, be located on the top floor of the Parking Facilities. The Redevelopment Commission hereby agrees to provide the other parties to this Agreement with any amendments or modifications to the SW Rosner Agreement so long as it shall be in effect, provided Developer shall not be bound by any such amendment or modification that adversely impacts Developer unless otherwise consented to in writing by Developer. In addition, the Redevelopment Commission agrees that it shall act as the intermediary for correspondence between SW Rosner and Developer and shall assist Developer in enforcing any applicable

parking rules and regulations with respect to any party parking under the SW Rosner Agreement. The Developer agrees that the Parking Facilities Property shall accommodate approximately 232 parking spaces (of which at least 50 as herein provided shall be non-reserved public parking spaces) and that if the Additional Property is licensed by Developer, it shall also be used for parking. The Redevelopment Commission shall provide drafts of the Leases promptly after the execution of this Agreement and the Leases shall be in a form and substance acceptable to Developer.

(c) The Redevelopment Commission is in negotiations with the owner of the property described in Exhibit G (the "Additional Parking Property") for the control by the Redevelopment Commission of such Additional Parking Property (such control may be by deed, lease or irrevocable license, in each case of a lease or license of at least twenty years, or other agreement providing similar rights to the Redevelopment Commission). In the event the Redevelopment Commission obtains such control of the Additional Parking Property on or before the Property Closing, the Parties agree that the Additional Parking Property shall be developed in accordance with the site plan attached hereto as Exhibit K. The Parties further agree that in the event the Redevelopment Commission obtains control of the Additional Parking Property, the Parties will negotiate in good faith the allocation of costs to develop the Additional Parking Property in accordance with the site plan which shall be reflected in a separate agreement of the Redevelopment Commission and Developer to be entered into on or before the date the Redevelopment Commission obtains control of the Additional Parking Property and subject to the condition that in any event the Developer shall be required to cover fifty percent (50%) of the total costs to develop the Additional Parking Property and Developer shall be entitled to use at least 50 of such parking spaces on such Additional Parking Property at no additional cost to Developer (provided that Developer shall pay the owner of the Additional Parking Property market rates with respect to the use of such spaces on a pre-agreed list of high demand dates).

3.03. Project Description and Development.

(a) The Developer shall cause the Project to be constructed on the Property as described in Exhibit B. The Developer reasonably anticipates the total cost of the Project will be approximately \$36,000,000. The Developer shall further define the scope and elements of the Project on or before one hundred twenty (120) days after the date of this Agreement and shall submit an updated description of the Project as so further defined to the Town Bodies (the "Updated Project Description"). Unless objected to by any of the Town Bodies by written notice to the Developer within fourteen (14) days of receipt, the parties hereby agree that the description of the Project as set forth in Exhibit A shall be amended by a supplement to this Agreement to reflect the Updated Project Description. In the event the Town Bodies should have any objections to the Updated Project Description, the parties agree to work in good faith to reach a mutually agreeable Updated Project Description and at such time reflect the same by a supplement to this Agreement. If an Updated Project Description is not mutually agreed upon, Developer shall have the right to terminate this Agreement and upon such termination the Redevelopment Commission shall retain any amounts deposited with it by the Developer pursuant to this Agreement and the parties shall not have any further rights or obligations under this Agreement.

(b) Subject to permitted delays provided for in Section 3.08, the Developer shall (i) commence construction of the Project by no later than one hundred fifty (150) days after the Property Closing, and (ii) finally complete construction and equipping of the Project by no later than 1,540 days from the date of this Agreement (the "Final Completion Date"). The Final Completion Date shall be evidenced by the Developer to the Redevelopment Commission in writing through a final certificate of occupancy, or its substantial equivalent approval if certificates of occupancy are not available. Subject to permitted delays provided for in Section 3.08, the Developer shall develop, construct, improve and complete (as evidenced by a certificate of occupancy, or its substantial equivalent approval if certificates of occupancy are not available) the Project in accordance with the milestone schedule attached hereto as Exhibit H (the "Milestone Schedule").

(c) Developer shall prepare development marketing plans for the Project and shall submit such marketing plans to the Redevelopment Commission for its review on or before one hundred forty (140) days after the date of this Agreement. Unless objected to by the Redevelopment Commission by written notice to the Developer within thirty (30) days of receipt, the development marketing plans for the Project shall be deemed approved. The Redevelopment Commission shall not unreasonably withhold its consent to such marketing plans. In the event the Redevelopment Commission should have any reasonable objections to the development marketing plans, the parties agree to work in good faith to reach a mutually agreeable development marketing plan. The marketing plans shall be available for public disbursement on or around ten (10) days after approval by the Redevelopment Commission.

(d) Final exterior elevations and the site plan for the Project shall be submitted by the Developer to the Redevelopment Commission on or before one hundred twenty (120) days after the date of this Agreement which shall include detailed schematic design drawings, detailed design development documents for the Project, detailed construction schedule and construction drawings. The Redevelopment Commission shall have a period of twenty (20) days to review and provide any input and approval on the elevations and site plan. Unless objected to by the Redevelopment Commission by written notice to the Developer within twenty (20) days of receipt, the parties hereby agree that the elevations and site plan shall be deemed approved. In the event the Redevelopment Commission should have any objections to the elevations and site plan, the parties agree to work in good faith to reach mutually agreeable elevations and site plan. The development, construction, improvement and completion of the Project shall be accomplished by the Developer substantially in accordance with such final exterior elevations and site plan as approved by the Redevelopment Commission. In the event that the final elevations and site plan are not mutually agreed upon, Developer shall have the right to terminate this Agreement and agrees that the Redevelopment Commission shall retain any amounts deposited with it by the Developer pursuant to this Agreement and the parties shall not have any further rights or obligations under this Agreement. The provisions of this Section 3.03 (d) are subject in all cases to applicable governmental entity review, including but not limited zoning and building approvals and requirements.

(e) Developer shall obtain or shall have determined that it is able to obtain all necessary permits, licenses, approvals and consents required by law for the construction and use of the Project prior to the Property Closing (including, without limitation, all approvals for zoning, variances, subdivision and other entitlements necessary for the use and development of

the Project). The Town Bodies agree to support the Developer in obtaining any permits, licenses, approvals and consents for the construction and use of the Project.

(f) Subject to casualty, Developer shall be responsible to maintain, repair and replace the Project in good condition and repair pursuant to the standards set forth in the Declaration. In the event the Redevelopment Commission shall at any time determine that the Developer is not so maintaining, repairing and replacing the Project, subject to the right of the Developer to cure any such deficiencies within sixty (60) days of written notice from the Redevelopment Commission, which such period shall be extended as long as Developer is diligently pursuing the cure of any such deficiency, the Redevelopment Commission may, but is not required to do so, undertake any necessary maintenance, repairs or replacements of the Project to bring the Project within the standards set forth in the Declaration and the Developer shall upon receipt of an invoice of the costs of the same from the Redevelopment Commission within ten (10) days reimburse the Redevelopment Commission for all such costs.

(g) Upon the Town's request, the Developer agrees to permit the Town Manager and/or his or her designee, at the Town's sole cost and expense, to review and inspect copies of any and all (i) Developer Construction Loan draw requests (as well as any revised draw requests); and (ii) any inspections, reports and permits related to the Project.

3.04. Project Inspection.

(a) Upon reasonable written notice delivered to the Developer, which notice shall specify the portion of the construction to be inspected, the Town, or its inspector, may perform an inspection of any item or component of the Project at Town's sole cost and expense. Developer shall have the right to have a representative present during any such inspection and the Town, or its inspector, shall coordinate the inspection with Developer's schedule. Within seven (7) business days after an inspection, the Town may deliver to the Developer a notice ("Non-Compliance Notice") that identifies a Material Defect (for purposes of this provision, a "Material Defect" is any item or component of the Project that (i) contains a material defect in workmanship or materials; (ii) deviates materially from the final documents and drawings for the Project; or (iii) has not been performed materially in accordance with the terms and conditions of this Agreement) with respect to the Project discovered by the Town, or its inspector, during the inspection. If the Town timely delivers a Non-Compliance Notice, then the Developer shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects previously have been accepted, or deemed to have been accepted, by the Town. Notwithstanding anything to the contrary set forth herein, all 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 Town, subject to Latent Defects (for purposes of this provision, a "Latent Defect" is a material defect that (i) is not discovered, and reasonably is not discoverable, by the Town or its inspector during an inspection and (ii) has a material and adverse effect on the use, operation, structure, or longevity of the Project). This provision shall be in addition to, and shall not in any respects be deemed to be, a waiver of any power of the Town under applicable laws or this Agreement.

(b) If the Developer fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by the Town, in each case, within thirty (30) days of the receipt of such notice, then the Town, in addition to any other right or remedy provided herein (and regardless of any cure period provided herein), shall be entitled to the sum of \$1,000 per day from the Developer for each day after the expiration of such 30-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 thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the Developer to remedy such Material Defect or Latent Defect so long as the Developer commences to remedy such Material Defect or Latent Defect within the thirty (30) day period and thereafter continuously and diligently pursues such remedy to completion. For purposes of confirmation, the parties hereby agree that the \$1,000 per day penalty set forth above shall not apply during any extended cure period while Developer is continuously and diligently pursuing such remedy to completion. The foregoing shall accrue interest at twelve percent (12%) per annum from the date due until paid and shall be in addition to any other remedies available hereunder.

(c) Six (6) months following receipt of a certificate of occupancy, or its substantial equivalent approval if certificates of occupancy are not available, for the Project, all rights of the Town under this Section 3.04 shall expire.

3.05. Insurance. During the construction of the Project, the Developer shall maintain the policies of insurance described on Exhibit I. Each such policy shall: (a) be written by a company reasonably acceptable to the Town; and (b) provide that it shall not be modified or canceled without written notice to the Town at least thirty (30) days in advance. The policy of general liability insurance required by this Section to be maintained by the Developer shall name the Town Bodies as additional insureds. The Developer shall deliver to the Town certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies. The Developer shall further provide to the Town during construction of the Project, at least annually, updated certificates of insurance policies reflecting any renewals or policy updates. Other required coverages may be specified in the Leases or other agreements related to the Bonds.

3.06. Declaration.

(a) Pursuant to a Declaration of Covenants, Basements and Restrictions to be dated the date of Property Closing (the "Declaration"), the Developer and the Redevelopment Commission shall make, create, and/or covenant, easements and restrictions for: (i) non-reserved public parking at the Project (including (A) the identification and use of at least 50 of the approximately 232 parking spaces at the Project being used for non-reserved public parking spaces (subject to the SW Rosner Agreement); and (B) during the term of the Leases, the method by which private spaces may be reserved for exclusive use by one or more apartment/condo, hotel or retail tenants of the Project; provided that, as set forth in Section 3.02(b) hereof, with respect to the public parking spaces, Developer may only charge for vehicles parked for longer than three (3) hours or overnight); (ii) use of vertical transportation facilities (such as stairs and elevators); (iii) pedestrian access; (iv) venting, utility, drainage, and communications facilities; (v) basic maintenance obligations, including the obligation of the Developer to maintain the

Property, including the Parking Facilities, in a structurally sound condition, subject to casualty; and (vi) permitted uses, building standards (including but not limited to construction and architecture standards), provided that the Declaration also may include such other easements as the parties may deem to be necessary or appropriate.

(b) The Declaration shall further include provisions to (A) manage and operate the Parking Facilities (subject to customary Town standards); (B) provide routine and capital maintenance and repair (including that the applicable standard for maintenance by Developer (or its agent) of the Parking Facilities shall be at least as high as the standards for maintenance by Town of other public areas and amenities); (C) provide insurance and utilities; (D) provide that with respect to charges and fees for parking, Developer shall be permitted to charge for: (1) non-public parking without restriction; and (2) public parking for vehicles parked for longer than three (3) hours or overnight parking; and (E) provide a formula for allocating each of the Parcels with a prorata share of the real estate tax payments that are required to be paid under the Bonds and indemnification obligations between the owners of the Parcels if any such amounts are not due or are not timely paid with respect to such Parcel. The Declaration shall be: (i) subject to the reasonable approval of the Town and the Developer; and (ii) executed and recorded at the Property Closing.

(c) The Declaration will provide that representatives of the Redevelopment Commission and their advisors may inspect the Property to determine compliance with the maintenance standards set forth in the Declaration on a semi-annual basis. The Developer shall be provided with five (5) days' written notice of property inspection and Developer shall be entitled to have a representative present during any such inspection. The Developer shall be provided with a copy of the inspection report within five (5) days of the inspection. The Developer shall provide the Redevelopment Commission with plans to comply with any documented maintenance standard deviations within fifteen (15) days of the report and commence to remedy all deviations from the maintenance standards within thirty (30) days. The maintenance covenant shall provide for a 3rd party maintenance agreement paid by the Developer should Developer fail to commence to cure any deviations during such thirty (30) day period and diligently pursue such deviation to completion.

3.07. Prohibited Uses. The Developer for and on behalf of itself and any successor owner of the Project agrees that no portion of the Project shall be leased or used for any of the following prohibited uses: tattoo parlor; piercing studio; nail salon; massage parlor; alternative financial services; day care; sexually oriented-business; tobacco shop, cigar lounge, hookah, head or other smoke shop; store the principal business of which is the sale of alcoholic beverages for consumption off premises; meeting facility not located in the hotel or multi-family portion of the Project; second hand or government surplus store; governmental, non-profit or institutional use by any entity which is exempt from property taxation; tennis club; skating facility; racquet sport facility; hot tub facility; suntan facility; health club not located in the hotel or multi-family portion of the Project; or gambling facility (collectively, the "Prohibited Uses"). The Prohibited Uses shall be included in any memorandum of this Agreement. The parties further agree that from the date hereof until the date that is six (6) months after commencement of construction of the Project, the Town shall have the right to approve all tenants, subtenants, and uses of any retail space in the Project, such consent not to be unreasonably withheld, but subject at all times to the limitations imposed by the Prohibited Uses and those imposed by applicable zoning laws.

For the period of two (2) years thereafter, the Developer shall be obligated to notify the Town Manager of the tenants and uses of any retail component of the Project. Thereafter no further notice shall be required to the Town for any leasing in the Project except as required by applicable zoning laws. For those periods when the consent of, or notice to, the Town shall be required, the Developer shall give the Town notice (which may include oral notice) of both: (a) the identity of any proposed tenant or subtenant of the retail space in the Project; and (b) the proposed use of the leased space within any retail space in the Project by the proposed tenant or subtenant (the "Proposed Lease") at least ten (10) days prior to the execution of any lease or sublease. When consent from the Town shall be required, the Town shall indicate to the Developer whether or not it has any objection to the Proposed Lease within ten (10) days after receipt of such notice. If the Town fails to notify the Developer that it objects to the Proposed Lease, then Town shall be deemed to have waived any objection to the Proposed Lease; in which case the Developer shall be free to enter into such Proposed Lease. If the Town rejects any Proposed Lease, the Developer and the Town shall agree to work in good faith to resolve Town's objections, but agree that Town's decision shall be final absent a judicial determination that it has acted contrary to the applicable standard and subject to any applicable zoning laws. To the extent permitted by law, the Town and Town Manager shall maintain confidentiality of any such tenant and Proposed Lease.

3.08. Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, delays in obtaining governmental permits, delays on the part of the Redevelopment Commission in causing the relocation of the Indianapolis Power & Light transmission lines and Comcast line which prevent the Developer from meeting the Milestone Schedule, and approvals or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party, then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Developer or any of the Town Bodies is entitled to delay its performance under this Agreement and (ii) the Developer or such Town Body anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Developer or such Town Body, as the case may be, agrees to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

3.09. Town Affiliated Entities. The Town's obligations under this Agreement may be performed by the Redevelopment Commission, the EDC, any other board or commission of the Town, the Building Corporation or any such other non-profit corporation acting on behalf of the Town; provided that the Town shall remain liable for the performance of its obligations under this Agreement.

3.10. E-Verify. All terms defined in Indiana Code 22-5-1.7 et seq. are adopted and incorporated into this Section. Pursuant to Indiana Code 22-5-1.7 et seq., the Developer 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 date of this Agreement. Within ten (10) days after the date of this Agreement, the Developer shall execute an affidavit affirming that: (a)

it is enrolled and is participating in the E-Verify program; and (b) does not knowingly employ any unauthorized aliens. In support of the affidavit, the Developer shall provide the Town with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by the Developer and delivered to the Town Manager.

ARTICLE IV. ECONOMIC DEVELOPMENT INCENTIVES

4.01. Economic Development Revenue Bonds.

(a) The EDC, the Redevelopment Commission and the Town shall each, subject to further proceedings required by law, issue, or cause to be issued one or more series of taxable economic development revenue bonds pursuant to Indiana Code 36-7-12 (the "Bonds"). The Bonds shall be issued in an anticipated principal amount of \$5,650,000 with proceeds in the anticipated amount of \$4,906,107.42 being disbursed to the Developer for capital costs of the Project subject to the terms as hereinafter provided, provided that a debt service reserve surety bond policy (the "Reserve Surety") is obtained to satisfy the reserve requirement for the Bonds (if such a Reserve Surety cannot be acquired, the proceeds disbursed to the Developer will be reduced by the amount of Bond proceeds necessary to cash fund the reserve requirement for the Bonds). The remaining proceeds of the Bonds shall be allocable to (a) funding a debt service reserve for the Bonds (which shall be satisfied by a Reserve Surety or, as hereinbefore provided, if a Reserve Surety cannot be acquired, with cash (the Town Parties agree to use best efforts to identify substitute collateral if necessary and required by a provider of a Reserve Surety to obtain such Reserve Surety)), (b) funding capitalized interest on the Bonds through and including August 1, 2019, and (c) the legal, financial advisory, and planning consultant expenses incurred by the Town Bodies in connection with the issuance of the Bonds. The parties acknowledge and agree that the actual sizing of the Bonds will be based upon applying 100% of the projected TIF Revenues from the Project to cover debt service on the Bonds over a period ending February 1, 2042 with debt service coverage from such TIF Revenues of 125%, as determined by the Redevelopment Commission's financial advisor. Thirty (30) days prior to the Property Closing the Town agrees to run projections to calculate the amount of the Bonds, which amount shall be certified by the Town as the final amount of the Bonds and such amount shall not change except due to actual market conditions upon the issuance of the Bonds or changes in law, including rules and regulations on property assessments and tax rates which bear a direct relation to the calculation of TIF Revenues from the Project. The Bonds will be sold on the open market or to a financial institution with no obligation of the Developer to purchase the Bonds. The ability of the Developer to access the proceeds of the Bonds shall be subject to (i) the approval by the Redevelopment Commission of a final Project budget (the "Project Budget") provided by the Developer and acceptable by the Redevelopment Commission and (ii) the prior written consent of the Town in accordance with commercially reasonable disbursement conditions to ensure that the proceeds of the Bonds are used for capital costs of the Project and otherwise in accordance with this Agreement and the Project Budget. Prior to the issuance of the Bonds, the Developer shall have closed on the Developer Construction Loan and secured such other funds (e.g., Developer equity) to the Redevelopment Commission's satisfaction in an amount sufficient to cover all costs of the Project to completion, to the extent not funded from Bond proceeds. The Developer and Town Bodies agree that the Bonds shall be used primarily for the cost of the

construction of the Parking Facilities and for the cost of the acquisition of the Property, Project site development work, Project foundations and all other costs of the construction of the Project.

(b) The Developer will guarantee semi-annual tax payments from the Project, and the respective tenants and owners of all or any portion of thereof (the "Guaranteed Tax Payment Obligations") in an amount sufficient to generate TIF Revenues to the Redevelopment Commission to fund annual debt service on the Bonds. Prior to the issuance of the Bonds, the Developer will enter into a payment obligation agreement (the "Developer Obligations Agreement") that requires the Developer to pay the difference between (i) the Guaranteed Tax Payment Obligations, minus (ii) the actual real estate tax payments paid in respect of the Project (regardless of whether such taxes are paid by Developer or a subsequent owner of the Project). The Developer Obligations Agreement shall be in effect for so long as the Bonds (or any Bonds issued to refinance all or a portion of the Bonds as long as such refinance is consented to by Developer, which consent shall not be unreasonably withheld as long as such refinancing does not increase or materially alter Developer's obligations under the Developer Obligations Agreement, and the date does not extend beyond the original maturity date of the initial Bonds) remain outstanding and shall provide that the payments due by the Developer (and any other parties thereto as hereinafter provided) thereunder are secured by a lien against the Project that is similar in type to a lien for real estate taxes (including that such lien shall have the same priority as a lien for real estate taxes). Any payments made by the Developer (and any other parties thereto as hereinafter provided) under the Developer Obligations Agreement shall be made to the Redevelopment Commission on a semi-annual basis together with the payment of real estate tax payments. The Redevelopment Commission also requires Robert J. Scannell and the Robert J. Scannell Revocable Living Trust (collectively, the "Approved Guarantors") to commit to the Guaranteed Tax Payment Obligations pursuant to a guaranty (the "Third Party Guaranties") of the Developer's obligations under the Developer Obligations Agreement, which guaranty of the Guaranteed Tax Payment Obligations shall be at least on parity to any guaranty on the Developer Construction Loan financing. The Third Party Guaranties shall automatically terminate and expire upon the date that the assessed value of the Project generates an actual annual tax payment which, for one year, exceeds the average annual debt service payment on the Bonds in years in which both principal and interest on the Bonds are due. So long as the Bonds remain outstanding, the Developer covenants and agrees to not seek any property tax abatements (real or personal) on the Property and/or appeals against the assessed value of the Project that would decrease the actual tax payment to an amount that is less than 125% of the Guaranteed Tax Payment Obligations. Any TIF Revenues derived from the Project in excess of the debt service payments on the Bonds or necessary to restore any debt service reserve for the Bonds (including replenishing any draws on a debt service reserve surety) shall be handled as follows: (x) the first \$20,000 of each such semi-annual tax payment excess shall be held by the Redevelopment Commission in a separate reserve account to be applied to any shortfalls in debt service under the Bonds prior to the requirement of any payment by Developer or Third Party Guarantors under the Guaranteed Tax Payment Obligations; and (y) the excess of each such semi-annual tax payment, if any, after application of the payments in (x), may be used by and in the sole discretion of the Redevelopment Commission for any lawful purpose; provided, however, that upon using any excess TIF Revenues for any purpose unrelated to the debt service payments on the Bonds, the Third Party Guaranties (if not already released hereunder) shall automatically be released and of no further force and effect. If the Developer elects to sell all or any part of the Project, any successor purchaser, if consented to by the Redevelopment Commission, which

consent shall not unreasonably be withheld, shall assume the obligations under this Agreement, the Developer Obligations Agreement and related Bond documents (which includes, without limitation, the obligations to make any Guaranteed Tax Payment Obligations as required herein) with respect to such portion of the Project that is acquired by such purchaser. Furthermore, the Redevelopment Commission hereby consents to any successor purchaser that (together with any replacement Third Party Guarantors or other guarantor of the Developer Obligations Agreement) has a net worth in excess of \$30,000,000 and, together with other affiliated entities of such successor purchaser, owns at least two (2) other multifamily and/or mixed use developments (or other similar developments) which are individually of comparable value and scope to the Project (such being an "Approved Purchaser"). If the Redevelopment Commission does not consent to such assumption of obligations, the Developer may still sell all or any part of the Project; however, the Developer and, if still in effect, the Third Party Guarantors, shall continue to remain obligated under their respective obligations under the Guaranteed Tax Payment Obligations, this Agreement and the Developer Obligations Agreement. For the avoidance of doubt, the obligations of the Developer and, if still in effect, the Third Party Guarantors under the Guaranteed Tax Payment Obligations, this Agreement and the Developer Obligations Agreement shall not be released unless otherwise consented to by the Redevelopment Commission or unless the successor purchaser is an Approved Purchaser. Notwithstanding the foregoing, such obligations of the Developer and, if still in effect, the Third Party Guarantors under the Guaranteed Tax Payment Obligations, this Agreement and the Developer Obligations Agreement may be assigned in whole or in part by Developer and/or the Third Party Guarantors, but Developer and/or the Third Party Guarantors will remain jointly and severally liable for such obligations unless the Redevelopment Commission has agreed to release the Developer and/or the Third Party Guarantors as provided above, or unless the successor purchaser is an Approved Purchaser.

(c) The Town Bodies shall commence with all preliminary actions and approvals that may be necessary to proceed with the Bond sale process after the Redevelopment Commission shall have received the Approval Notice from the Developer pursuant to Section 3.01(g). As soon as reasonably possible after the Property Closing (but in any event on or before 30 days after such Property Closing date), the Town Bodies will complete the sale of the Bonds and will make proceeds available to the Developer within seventy-five (75) days after closing on the sale of the Bonds subject to the hereinafter described disbursement conditions.

(d) Developer and Town Bodies agree to execute such agreements, including the Leases, the Developer Obligations Agreement and or related agreements, as may be necessary to effectuate the sale and security of the Bonds.

(e) The Developer acknowledges that the proposed debt service schedule on the Bonds contemplates a partial completion of the Project by December 31, 2017 and that if there is either a delay in achieving partial completion of the Project by such date or if the partial assessment of the Project by the Marion County Assessor is less than that contemplated by the parties at the time of execution of this Agreement, there may be none or insufficient TIF Revenues to support payment of the debt service then due on the Bonds in which case the Developer will be obligated under this Agreement and the Developer Obligations Agreement to pay the amount necessary to fully satisfy the debt service then due on the Bonds. Notwithstanding anything contained in the Developer Obligations Agreement, if the Developer is

unable to provide evidence to the Redevelopment Commission of a partial assessment of the Project by March 1, 2018, the Developer without any notice from the Redevelopment Commission, other Town Parties or trustee for the Bonds, shall immediately proceed to calculate the anticipated funds necessary to meet the next due debt service payment on the Bonds to the extent not projected to be provided from TIF Revenues and shall transfer the same to the Redevelopment Commission for deposit with the trustee for the Bonds.

4.02. Inclusion in Redevelopment Area and Pledge of TIF Revenues. The Property is within the Redevelopment Area and the allocation area created therein. It is currently contemplated that the estimated investment in the Project and resulting increases in assessed valuation of the real property will generate estimated TIF Revenues in the amounts set forth on Exhibit J hereto. The Redevelopment Commission shall, subject to further proceedings required by law, cause the TIF Revenues to be pledged to the payment of lease rentals under the Building Corporation Lease which shall ultimately serve as a source of repayment of the Bonds (together with the Developer payments under the Developer Obligations Agreement, if the TIF Revenues are not sufficient, and, if the TIF Revenues and Developer payments are not sufficient, then from the Special Benefits Tax).

4.03. Developer Construction Loan. The Town Bodies understand that the Developer will obtain the Developer Construction Loan for the Project. Upon request by Developer's lender, the Town Bodies agree to negotiate in good faith with Developer's lender to memorialize an agreement (the "Intercreditor Agreement") between the Redevelopment Commission (and any other Town Bodies), the Developer and Developer's lender to, among other things, (i) provide notice to the other party in the event of a default by the Developer under the Developer Construction Loan documents and this Agreement (and related Bond transaction documents), (ii) allow the lender to cure any default by the Developer under such Project documents, (iii) address how any remedies will proceed against the Developer and any Approved Guarantor in the event of a default by the Developer under this Agreement or the Developer Construction Loan documents; and (iv) further memorialize the subordination of the Developer Mortgage in favor of the Redevelopment Commission. The Developer and the Town Bodies' obligations to close on the Property and the Bonds shall be subject to the Redevelopment Commission (and any other Town Bodies) and the Developer's lender agreeing upon a commercially reasonable agreement pursuant to this Section.

4.04. Alternative Financing. If the Town Bodies and the Developer agree that a form of financing other than the issuance of the Bonds would better accomplish the purposes of this Agreement, the terms of this Agreement will be amended to provide for such alternative financing.

ARTICLE V. AUTHORITY

5.01. Actions. Each of the Town Bodies represents, warrants and covenants that it has taken or will take (subject to further proceedings required by law and the Developer's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable each of the respective Town Bodies to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

5.02. Powers. The Town Bodies represent and warrant that each has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform their respective obligations under this Agreement.

5.03. Property Representations. The Redevelopment Commission represents and warrants that: (a) except for Permitted Exceptions, and as otherwise set forth herein, including as outlined in Section 3.01, there are no agreements, contracts, leases or other arrangements or understandings of any kind or nature concerning the Property; (b) the Property is not subject to any easements, covenants, conditions, restrictions, agreements, liens or encumbrances not of record; and (c) there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings) pending or threatened against Redevelopment Commission or the Property.

ARTICLE VI. GENERAL PROVISIONS

6.01. No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the Town Bodies, and the Developer or any affiliate thereof.

6.02. Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation. The Town Bodies agree that they will, in good faith, expedite the review and approval of matters relating to this Agreement that are under their respective jurisdictions. The Developer agrees that whenever any provision of this Agreement provides for its review and/or approval, it will make a good faith effort to take such action as expeditiously as possible.

6.03. Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If the breaching party fails to commence such cure of the breach within thirty (30) days of the receipt of such notice and diligently pursues the same to completion within one hundred twenty (120) days of the receipt of such notice, or such longer period as shall be consented to in writing by the Redevelopment Commission, the non-breaching party may seek any remedy available at law or equity.

6.04. Special Remedies.

(a) Subject to permitted delays as described in Section 3.08, if the Developer has not commenced construction of the Project within one hundred fifty (150) days after the Property Closing, then, at any time until the Developer commences construction of the Project, the Town may elect, in addition to any other legal and equitable remedies available to the Town, to (i) terminate this Agreement and all related agreements; (ii) re-enter the Property and exercise its Power of Termination (such "Power of Termination" to be included in the deed from the

Redevelopment Commission to the Developer of the Property and in the Leases which shall reflect that the Redevelopment Commission has the right, upon payment to the Developer of an amount equal to the Purchase Price less any Utility Relocation Costs and other costs of the Redevelopment Commission in negotiating this Agreement (the "Divestiture Payment"), to cause the Property to re-vest in the Redevelopment Commission in the event of a failure to commence construction as provided in this Section 6.04, which re-vesting shall be free and clear of all matters) and cause title to the Property to re-vest in the Redevelopment Commission; and (iii) terminate the Developer's leasehold interest in the Building Corporation Lease pursuant to the Building Corporation Lease; in each case, without any liability or obligation to the Developer or provider of the Developer Construction Loan. The Power of Termination and foregoing rights shall be deemed exercised upon delivery to Developer of written notice delivered at any time after such one hundred fifty (150) day period but prior to commencement of construction. Such notice shall be accompanied by the Divestiture Payment and such notice may be recorded by the Town contemporaneously with, or at any time after, its delivery to Developer. Upon delivery of such notice and payment of the applicable Divestiture Payment to the Developer, the Developer shall surrender possession of the Property to the Redevelopment Commission and title to, and all estates in, the Property shall terminate and the Property shall automatically, and without further action, re-vest in the Redevelopment Commission. Any such re-vesting shall be free and clear of the Developer Construction Loan and any and all encumbrances, liens, easements, agreements, and other matters of record other than existing upon Redevelopment Corporation's delivery of the deed for the Property, and Developer Construction Loan lender shall immediately execute releases of any mortgages, assignments of leases and rents, and any other instruments encumbering the Property whether or not such instruments are released and extinguished by operation of law. No delay or failure by Town to enforce any of the covenants, conditions, reservations and rights contained in this Agreement, or to invoke any available remedy with respect to a breach of this Agreement by the Developer shall under any circumstances be deemed or held to be a, waiver by Town of the right to do so thereafter, or an estoppel of Town to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder. No consent from, or notice to, the lender of the Developer Construction Loan or any cure right in favor of such lender shall be required in connection with the exercise of such right. For purposes of this Section 6.04(a), commencement of construction shall mean material and substantial work on the Property related to the construction of the Project such as installation of footings, foundations, and infrastructure and shall not be deemed to occur as a result of mere excavation work. The foregoing terms shall be incorporated into the Leases and the deed for the Property from the Redevelopment Commission to the Developer.

(b) Subject to permitted delays as described in Section 3.08, if, after Developer has commenced construction of the Project, Developer falls one hundred eighty (180) or more days behind the applicable dates set forth in the Milestone Schedule, then:

(i) the Town, by delivery of written notice to the Developer, may require the Developer to submit, within fifteen (15) days, a catch-up plan for the Town's approval, which approval shall not be withheld unreasonably. At such time as the Town has approved a catch-up plan, the Developer shall implement, and diligently pursue the application of, such catch-up plan. For purposes of the Section 6.04(b), catch-up plan means a plan pursuant to which the Developer will (a) avoid falling further behind the date set forth in the Milestone Schedule for construction of the Project and (b) complete.

the Project in accordance with (and in no event more than two hundred forty (240) days behind) the applicable dates set forth in the Milestone Schedule.

(ii) If the Developer: (A) fails to timely submit a catch-up plan; (B) submits a catch-up plan that is rejected by the Town; (C) fails to implement an approved catch-up plan; (D) implements an approved catch-up plan, but fails to diligently pursue the application thereof; or (E) implements an approved catch-up plan and diligently pursues the application thereof, but, after completing all of the terms and conditions of the catch-up plan, subject to permitted delays as described in Section 3.08, again falls one hundred eighty (180) or more days behind the applicable dates set forth in the Milestone Schedule; then Town may:

(2) develop a reasonable catch-up plan and require the Developer to implement, and diligently pursue the application of, such catch-up plan;

(3) complete the Project for and on behalf of the Developer; or

(4) purchase the Developer Construction Loan, if acceptable to the lender provider thereof;

provided that, if the Town elects either the option in clause (2) or the option in clause (3), then the Developer shall be obligated to pay to the Town (or to reimburse the Town for) all costs of completing the Project that are in excess of the proceeds of the Developer Construction Loan that are disbursed to the Town. Notwithstanding the foregoing, if the Town rejects a catch-up plan, Town shall: (i) specify the part or parts that Town is rejecting; and (ii) include the specific basis for such rejection; then the Developer shall revise and resubmit the catch-up plan to the Town within fourteen (14) days of such notice, and the parties shall work in good faith to develop a reasonable catch-up plan.

The Developer shall be responsible for all costs and expenses to prepare and implement a catch-up plan (including the reasonable out of pocket costs and expenses incurred by the Town pursuant to this Subsection). The Developer's liability for such costs and expenses shall survive termination of this Agreement.

6.05. Mutual Indemnification.

(a) To the extent permitted by applicable laws, the Town Bodies shall indemnify and hold harmless Developer from and against any and all claims arising from or connected with: (i) breaches by the Town Bodies under contracts to which the Town Bodies are a party, to the extent that such contracts relate to the Project; or (ii) the breach by the Town Bodies of any term or condition of this Agreement.

(b) Developer shall indemnify and hold harmless the Town Bodies from and against any and all claims arising from or connected with: (i) breaches by the Developer under contracts to which the Developer is a party, to the extent that such contracts relate to the performance of any work on the Property by the Developer or any party acting by, under, through, or on behalf of the Developer; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Property by the Developer or any party acting

by, under, through, or on behalf of the Developer; (iii) the negligence or willful misconduct of the Developer or any party acting by, under, through, or on behalf of the Developer; (iv) the Developer suffering or causing the filing of any mechanic's or materialmen's lien against the Property, the Project or any adjacent property owned by Town Bodies; or (v) the breach by the Developer of any term or condition of this Agreement.

Notwithstanding anything to the contrary set forth herein, the obligations of the parties under this Section shall survive the termination of this Agreement.

6.06. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of each of the Town Bodies approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

6.07. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

6.08. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable. Notwithstanding the foregoing, in the event any provision of this Agreement is determined to be invalid under any applicable law and therefore deemed void hereunder (which voided provision prevents either the Town Bodies or the Developer from realizing the intended benefits of this Agreement), then the Town Bodies and the Developer agree to modify this Agreement in a manner that allows both the Town Bodies and the Developer to realize the originally intended benefits of this Agreement to the greatest extent possible. If the Agreement cannot be so modified or amended to allow the parties to realize the originally intended benefits of this Agreement, then the party which has been prevented from realizing the intended benefits of this Agreement shall have the right to terminate this Agreement as long as the parties can be returned substantially to their respective positions that they occupied prior to this Agreement, and upon such termination, all rights and obligations under this Agreement shall be extinguished, and the parties agree to execute such releases or other evidence of the extinguishment of such obligations as may be necessary.

6.09. Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

6.10. Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Developer:

Wilshaw LLC
c/o Loftus Robinson LLC
PO Box 441219
Indianapolis, IN 46244

With a copy to:

Scannell Development Company
800 E. 96th Street, Suite 175
Indianapolis, IN 46240
Attn: Marc D. Pfleging

And

Jeffery Dack
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282-0200

To the Town Bodies:

Town of Speedway
Attn: Vince Noblet, Redevelopment Commission President
1450 North Lynhurst Drive
Speedway, IN 46224

With a copy to:

Dennis Otten
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

6.11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.12. Assignment. Except as otherwise provided herein, the rights and obligations contained in this Agreement may not be assigned by the Developer or any subsidiary or affiliate thereof without the express prior written consent of each of the Town Bodies; provided, however, that the Developer may transfer all or a portion of its rights and obligations hereunder

to a subsidiary or an affiliate of the Developer upon notice to but without the consent of the Town Bodies, but any such transfer to a subsidiary or an affiliate of the Developer shall not have the effect of releasing the Developer from its obligations hereunder.

6.13. No Third Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

6.14. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

6.15. Incorporation of Exhibits. All Exhibits attached hereto are incorporated herein by reference.

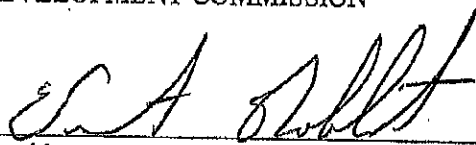
6.16. Merger. All prior agreements, understandings, and commitments of the parties in respect of the Project and the Property are hereby superseded, terminated, and merged herein, and shall be of no further force and effect.

6.17. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder or under the Milestone Schedule falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday.

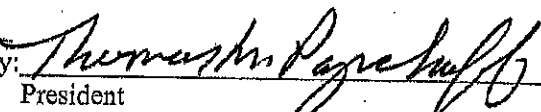
6.18. Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and each of the Town Bodies have approved or ratified this Agreement at public meetings.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF SPEEDWAY
REDEVELOPMENT COMMISSION

By: 
President

TOWN OF SPEEDWAY
ECONOMIC DEVELOPMENT COMMISSION

By: 
President

WILSHAW LLC

By: SP Speedway-Main Street, LLC, its manager

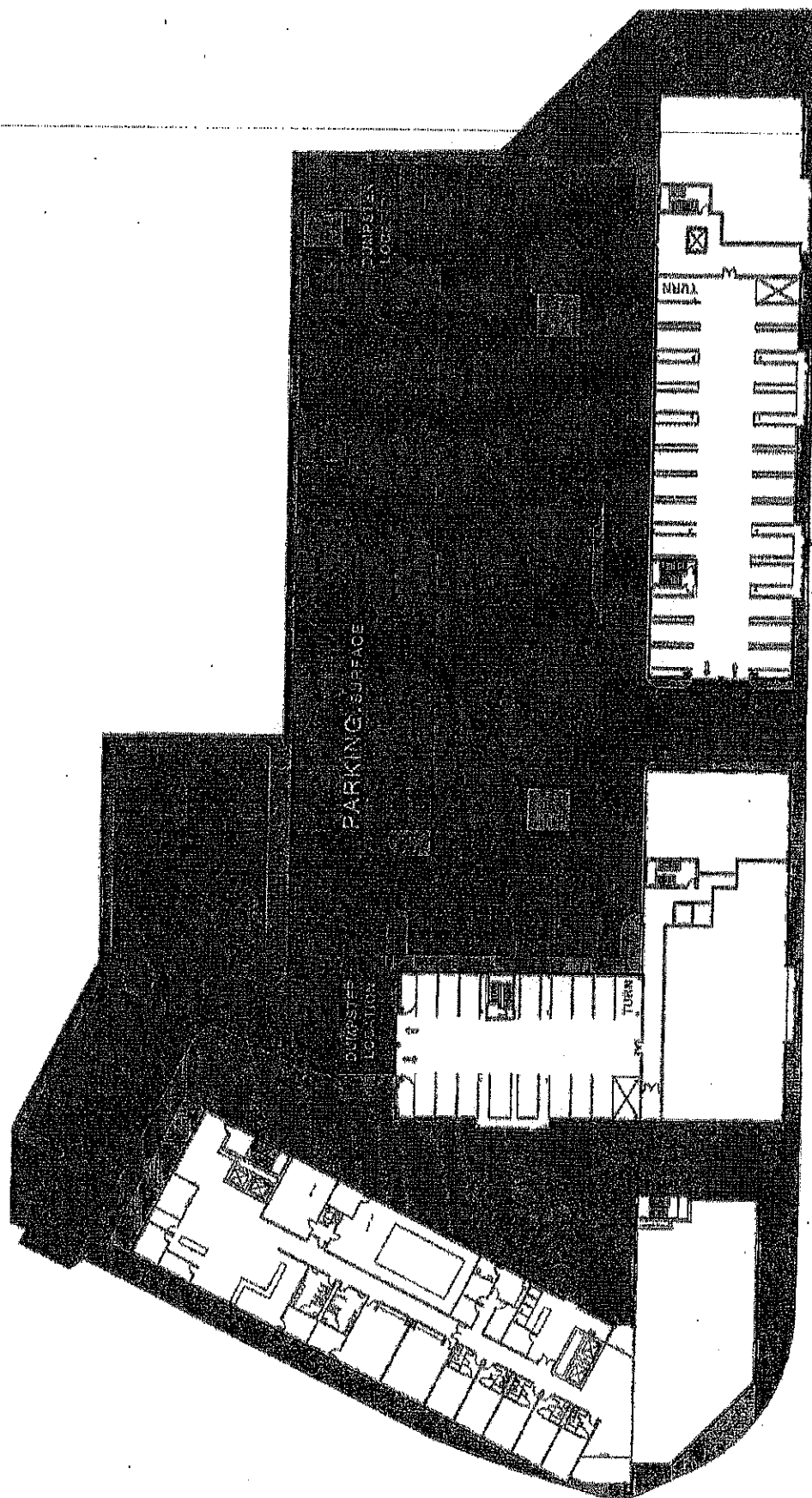
By: 

Printed: James C. Carlino

Title: Manager

EXHIBIT A

INITIAL SITE PLAN/RENDERINGS OF PROJECT



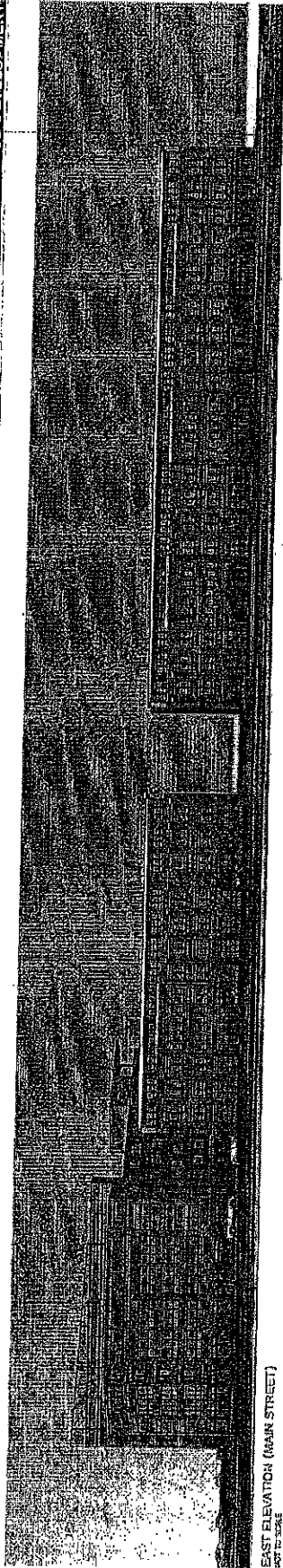
WILSHAW HOTEL

WILSHAW MIXED-USE

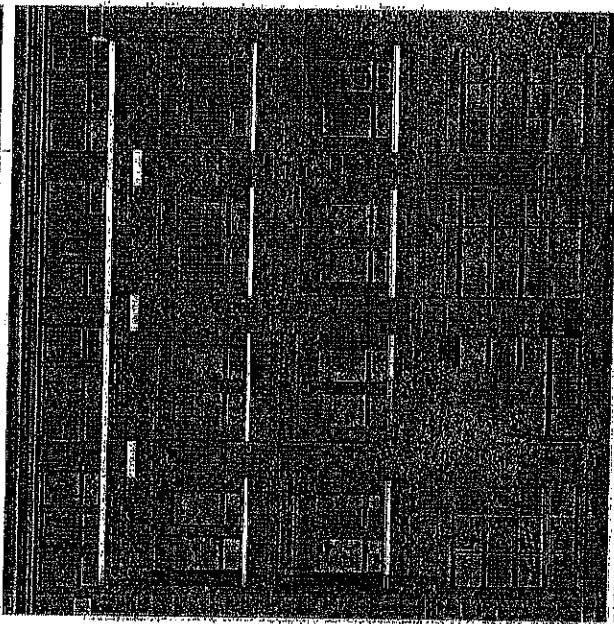
WILSHAW MIXED-USE



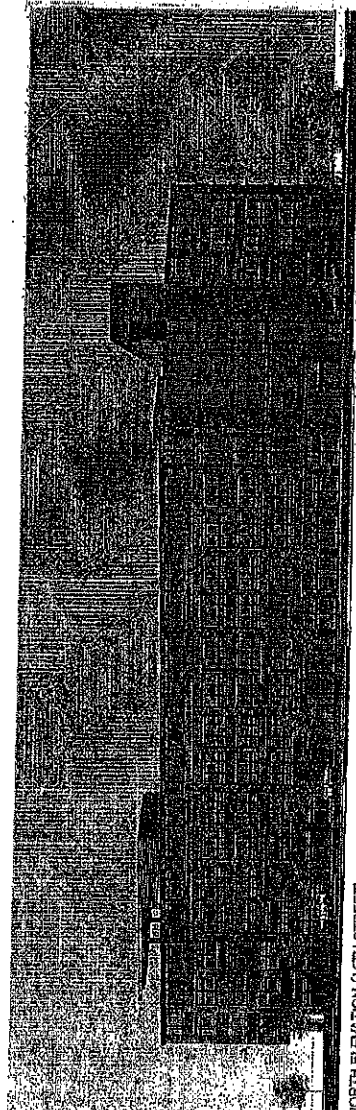
SPEEDWAY INDIANA MIXED USE DEVELOPMENT



EAST ELEVATION (MAIN STREET)
NOT TO SCALE



ENFORCED EAST ELEVATION (TYPICAL BAY)
NOT TO SCALE



NORTH ELEVATION (16TH STREET)
NOT TO SCALE

DEVELOPMENT ELEVATIONS
10.07.2018

JOEUS ROBINSON

DKGT

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

A PART OF THE NORTHEAST & THE SOUTHEAST QUARTERS OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST (ASSUMED BEARING) 1370.66 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE SOUTHEASTERN CORNER OF A TRACT OF LAND GRANTED TO THE TOWN OF SPEEDWAY REDEVELOPMENT COMMISSION IN INSTRUMENT NUMBER A201200067013 IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA; THENCE CONTINUE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST 54.73 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 63 DEGREES 29 MINUTES 17 SECONDS WEST 155.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 574.42 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 16.24 FEET, SAID CURVE BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 68 DEGREES 54 MINUTES 07 SECONDS WEST AND A LENGTH OF 16.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE 60.68 FEET, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 574.42 FEET, THE LONG CHORD OF WHICH HAVING A BEARING OF NORTH 72 DEGREES 44 MINUTES 16 SECONDS WEST AND A DISTANCE OF 60.65 FEET; THENCE WESTERLY ALONG A CURVE 16.84 FEET, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 24.42 FEET, THE LONG CHORD OF WHICH HAVING A BEARING OF SOUTH 84 DEGREES 28 MINUTES 43 SECONDS WEST AND A DISTANCE OF 16.51 FEET; THENCE SOUTH 64 DEGREES 43 MINUTES 15 SECONDS WEST 23.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 74.42 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 84.42 FEET, SAID CURVE BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 32 DEGREES 13 MINUTES 16 SECONDS WEST AND A DISTANCE OF 79.97 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 05 SECONDS WEST 62.71 FEET TO THE NORTHERN BOUNDARY LINE OF A TRACT OF LAND GRANTED TO THE TOWN OF SPEEDWAY REDEVELOPMENT COMMISSION IN INSTRUMENT NUMBER A201100106218 IN SAID OFFICE OF THE RECORDER; THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST 481.16 FEET TO THE SOUTH LINE OF SAID INSTRUMENT NUMBER A201100106218; THE NEXT SEVEN (7) COURSES ARE ALONG THE SOUTHERN AND EASTERN BOUNDARY LINES OF SAID INSTRUMENT NUMBER A201100106218; (1) THENCE NORTH 89 DEGREES 04 MINUTES 35 SECONDS EAST 75.75 FEET; (2) THENCE NORTH 44 DEGREES 04 MINUTES 35 SECONDS EAST 82.97 FEET; (3) THENCE NORTH 89 DEGREES 04 MINUTES 35 SECONDS EAST 87.55 FEET; (4) THENCE NORTH 00 DEGREES 20 MINUTES 39 SECONDS WEST 242.89 FEET; (5) THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS EAST 76.14 FEET; (6) THENCE NORTH 00 DEGREES 27

MINUTES 19 SECONDS WEST 94.67 FEET; (7) THENCE NORTH 26 DEGREES 30 MINUTES 37 SECONDS EAST 94.72 FEET TO THE NORTHERN BOUNDARY LINE OF SAID INSTRUMENT NUMBER A201100106218; THENCE NORTH 26 DEGREES 30 MINUTES 37 SECONDS EAST 19.24 FEET ALONG THE PROLONGATION OF THE EASTERN BOUNDARY LINE OF SAID INSTRUMENT NUMBER A201100106218; THENCE NORTH 63 DEGREES 29 MINUTES 17 SECONDS WEST 60.95 FEET TO THE POINT OF BEGINNING CONTAINING 3.376 ACRES, MORE OR LESS.

EXHIBIT C

FORM OF DEVELOPER NOTE

CONTINGENCY PROMISSORY NOTE

\$250,000.00

Dated: _____, 2016

Final Maturity Date: _____, 20__

FOR VALUE RECEIVED, WILSHAW LLC, an Indiana limited liability company ("Maker"), hereby promises to pay to the order of TOWN OF SPEEDWAY REDEVELOPMENT COMMISSION ("Holder"), at 1450 North Lynhurst Drive, Speedway, IN 46224 or at such other place as Holder may direct from time to time, the principal sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), together with interest thereon accrued at a rate of zero percent (0%) per annum. All principal and interest under this Secured Promissory Note ("Note"), if not sooner paid, shall be due on _____, 20__ (the "Maturity Date").

This Note is entered into pursuant to that certain Economic Development Agreement dated _____, 2016 by and among Maker, Holder, Town of Speedway, Indiana, and the Town of Speedway Economic Development Commission (the "EDA"). Notwithstanding anything to the contrary herein, Maker shall be released from all of its obligations under this Note (and Holder shall release the Real Estate Mortgage from Maker in favor of Holder) if Maker shall have completed construction of the two level parking facility on the Parking Facilities Property (as defined in the EDA), within two (2) years of the date hereof. The Parking Facilities shall be deemed to be completed by the Holder if the Maker shall have received a permanent or temporary certificate of occupancy, or its substantial equivalent approval if certificates of occupancy are not available, for such Parking Facilities, if applicable, or if such Parking Facilities are substantially complete in compliance with all applicable laws, the EDA, and any required permits subject to only minor punchlist items that do not interfere with the use or operation thereof.

All payments to be made by Maker to Holder pursuant to this Note shall be in immediately available U.S. funds. All payments due hereunder shall be made to Holder at the address set forth in the first paragraph hereof or at any other address specified in writing by Holder to Maker, on the date when due. If any payment provided herein becomes due and payable on a date other than a business day, the maturity of such payment shall be extended to the next succeeding business day. Maker shall have the right to prepay at any time, without any premium or penalty, all or any portion of the indebtedness evidenced by this Note.

The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note:

- (a) the failure by Maker to pay all principal and interest by the Maturity Date;
- (b) the occurrence of any one or more defaults (beyond any applicable notice and cure periods) under or as defined in that certain Real Estate Mortgage ("Mortgage") executed by Maker, as mortgagor, in favor of Holder, as mortgagee;
- (c) a court enters a decree or order for relief with respect to Maker in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of

~~Maker or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for 120 days without dismissal; or~~

(d) Maker commences a voluntary case under any applicable bankruptcy, insolvency or similar law in effect.

At the election of Holder, and without notice to Maker, the principal balance remaining unpaid under this Note, and all unpaid interest accrued thereon and any other amounts due hereunder, shall be and become immediately due and payable in full upon the occurrence of any Event of Default. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent Event of Default.

This Note shall be governed by and construed in accordance with the laws of the State of Indiana, except to the extent any law, rule or regulation of the federal government of the U.S. may be applicable hereto, in which event such federal law, rule or regulation shall govern and control. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought. This Note is binding on Maker and its successors and assigns and shall inure to the benefit of and may be enforced by Holder and its successors and assigns. If any provision of this Note is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Maker and Holder shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Note and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

MAKER AND HOLDER ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS NOTE OR THE MORTGAGE OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND THEREFORE, THE PARTIES AGREE THAT ANY COURT PROCEEDING ARISING OUT OF ANY SUCH CONTROVERSY WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY. MAKER AND HOLDER FURTHER ACKNOWLEDGE AND AGREE TO BRING AND HEAR ANY SUCH CONTROVERSY IN, AND CONSENT TO THE JURISDICTION OF, A STATE OR FEDERAL COURT SITTING IN THE STATE OF INDIANA.

IN WITNESS WHEREOF, Maker has executed this Note as of the day and year first
written above.

WILSHAW LLC, an Indiana limited liability
company

By: _____

Name: _____

Title: _____

EXHIBIT D

FORM OF DEVELOPER MORTGAGE

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that WILSHAW LLC, an Indiana limited liability company ("Mortgagor"), MORTGAGES AND WARRANTS to TOWN OF SPEEDWAY REDEVELOPMENT COMMISSION ("Mortgagee"), that certain real estate situated in Marion County, Indiana being more particularly described on Exhibit A attached hereto and made a part hereof (the "Mortgaged Premises").

This mortgage is given to secure the performance of the provisions hereof and the payment of that certain Contingency Promissory Note ("Note") dated of even date herewith, in the principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). Said principal and interest are payable as provided in the Note. The maturity date of the Note is _____, 20____.

Mortgagor covenants and agrees with Mortgagee that:

1. PAYMENT OF INDEBTEDNESS. Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage.
2. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
3. DEFAULT BY MORTGAGOR; REMEDIES OF MORTGAGEE. Upon default by Mortgagor under the Note beyond any notice and cure period, or in the performance of any covenant or agreement of Mortgagor hereunder after written notice to Mortgagor and thirty (30) days to cure, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of Mortgagee, and this mortgage may be foreclosed accordingly. Upon default by Mortgagor under any obligation of Mortgagor hereunder or in the Note, Mortgagee, in addition to any rights or remedies specifically set forth hereunder or in the Note, shall have the option to pursue any and all rights and remedies available at law or in equity.
4. NON-WAIVER; REMEDIES CUMULATIVE. No delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or

concurrently, and such rights and remedies shall be in addition to any rights and remedies available to Mortgagee at law or in equity.

5. EXTENSIONS; REDUCTIONS; RENEWALS; CONTINUED LIABILITY OF MORTGAGOR. Mortgagee, at its option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee.

6. GENERAL AGREEMENT OF PARTIES. All rights and obligations hereunder shall extend to and be binding upon the successors and assigns of the parties to this mortgage. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

7. NOTICE. Except for any notice required under applicable law to be given in another manner, all notices, communications and waivers under the Note and this Mortgage shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagor:

Wilshaw LLC
c/o Loftus Robinson LLC
PO Box 441219
Indianapolis, IN 46244

With a copy to:

Scannell Development Company
800 E. 96th Street, Suite 175
Indianapolis, IN 46240
Attn: Marc D. Pfleging

And

Jeffery Dack
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282-0200

To Mortgagee:

Speedway Redevelopment Commission
c/o Town of Speedway
Attn: Vince Noblet, Redevelopment Commission President
1450 North Lynhurst Drive
Speedway, IN 46224

With a copy to:

Dennis Otten
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

8. SUBORDINATION. This Mortgage is subject and subordinate to any mortgages securing the Mortgagor's construction loan financing with respect to the Mortgaged Premises dated on or about the date hereof.

[Signature Appears on the Following Page.]

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this Real Estate Mortgage, as of this ____ day of _____, 2016.

WILSHAW LLC, an Indiana limited liability company

By: _____

Name: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of Wilshaw LLC, an Indiana limited liability company, who acknowledged his and her execution of the foregoing Real Estate Mortgage.

Witness my hand and Notarial Seal this ____ day of _____, 2016.

(signature)

(printed name)

Notary Public

My Commission Expires: _____

County of Residence: _____

This instrument was prepared by and return after recording to Jeffery C. Dack, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282-0200, (317) 236-2100.

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

EXHIBIT A

LEGAL DESCRIPTION

A PART OF THE NORTHEAST & THE SOUTHEAST QUARTERS OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST (ASSUMED BEARING) 1370.66 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE SOUTHEASTERN CORNER OF A TRACT OF LAND GRANTED TO THE TOWN OF SPEEDWAY REDEVELOPMENT COMMISSION IN INSTRUMENT NUMBER A201200067013 IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA; THENCE CONTINUE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST 54.73 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 63 DEGREES 29 MINUTES 17 SECONDS WEST 155.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 574.42 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 16.24 FEET, SAID CURVE BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 68 DEGREES 54 MINUTES 07 SECONDS WEST AND A LENGTH OF 16.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE 60.68 FEET, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 574.42 FEET, THE LONG CHORD OF WHICH HAVING A BEARING OF NORTH 72 DEGREES 44 MINUTES 16 SECONDS WEST AND A DISTANCE OF 60.65 FEET; THENCE WESTERLY ALONG A CURVE 16.84 FEET, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 24.42 FEET, THE LONG CHORD OF WHICH HAVING A BEARING OF SOUTH 84 DEGREES 28 MINUTES 43 SECONDS WEST AND A DISTANCE OF 16.51 FEET; THENCE SOUTH 64 DEGREES 43 MINUTES 15 SECONDS WEST 23.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 74.42 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 84.42 FEET, SAID CURVE BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 32 DEGREES 13 MINUTES 16 SECONDS WEST AND A DISTANCE OF 79.97 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 05 SECONDS WEST 62.71 FEET TO THE NORTHERN BOUNDARY LINE OF A TRACT OF LAND GRANTED TO THE TOWN OF SPEEDWAY REDEVELOPMENT COMMISSION IN INSTRUMENT NUMBER A201100106218 IN SAID OFFICE OF THE RECORDER; THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST 481.16 FEET TO THE SOUTH LINE OF SAID INSTRUMENT NUMBER A201100106218; THE NEXT SEVEN (7) COURSES ARE ALONG THE SOUTHERN AND EASTERN BOUNDARY LINES OF SAID INSTRUMENT NUMBER A201100106218; (1) THENCE NORTH 89 DEGREES 04 MINUTES 35 SECONDS EAST 75.75 FEET; (2) THENCE NORTH 44 DEGREES 04 MINUTES 35 SECONDS EAST 82.97 FEET; (3) THENCE NORTH 89 DEGREES 04 MINUTES 35 SECONDS EAST 87.55 FEET; (4) THENCE NORTH 00 DEGREES 20 MINUTES 39 SECONDS WEST 242.89 FEET; (5) THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS EAST 76.14 FEET; (6) THENCE NORTH 00

DEGREES 27 MINUTES 19 SECONDS WEST 94.67 FEET; (7) THENCE NORTH 26 DEGREES 30 MINUTES 37 SECONDS EAST 94.72 FEET TO THE NORTHERN BOUNDARY LINE OF SAID INSTRUMENT NUMBER A201100106218; THENCE NORTH 26 DEGREES 30 MINUTES 37 SECONDS EAST 19.24 FEET ALONG THE PROLONGATION OF THE EASTERN BOUNDARY LINE OF SAID INSTRUMENT NUMBER A201100106218; THENCE NORTH 63 DEGREES 29 MINUTES 17 SECONDS WEST 60.95 FEET TO THE POINT OF BEGINNING CONTAINING 3.376 ACRES, MORE OR LESS.

EXHIBIT E

LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY

A part of the Southeast Quarter of Section 31, Township 16 North, Range 3 East, Marion County, Indiana, described as follows: Commencing at the northeast corner of said quarter section; thence South 89 degrees 19 minutes 55 seconds West (assumed) 1,061.50 feet along the north line of said quarter section; thence South 00 degrees 40 minutes 05 seconds East 45.00 feet to northwest corner of that parcel of land described in the Trustee's Deed recorded as Instrument Number 1998-0168517, said corner being the point of beginning of this description; thence South 00 degrees 40 minutes 05 seconds East 141.85 feet along west line of said parcel and along an extension of said west line to the centerline of the abandoned fifty foot (50') railroad corridor formerly known as the Speedway Running Track and identified as Line Code 8561 in the records of the United States Railway Association; thence North 63 degrees 29 minutes 17 seconds West 310.55 feet along the centerline of said corridor to the south boundary of 16th Street; thence North 89 degrees 19 minutes 55 seconds East 276.25 feet along said south boundary to the point of beginning and containing 0.450 acres, more or less.

EXHIBIT F

DESCRIPTION OF THE PARKING FACILITIES PROPERTY

A to be platted parcel containing the Parking Facilities.

EXHIBIT G

DESCRIPTION OF THE ADDITIONAL PARKING PROPERTY

Planting Area (Parcel B)



DESC. FILE: Paralela A de B

EXHIBIT H

PROJECT MILESTONE SCHEDULE

Item	Description	Days	Date
<i>Due Diligence</i>			
EDA Effective Date	N/A	0	11/9/16
Pay non-refundable deposit	30 days after Effective Date	30	12/9/16
Environmental and Title Search - Wilshaw Objections	45 days after Effective Date	45	12/24/16
Environmental and Title Search - Speedway Response	30 days after submission	30	1/23/17
Notify RDC regarding 4747 West 16th Street purchase	60 Days after Effective Date	60	1/8/17
End of Due Diligence Period	120 Days after Effective Date	120	3/9/17
Due Diligence Extension	Additional 30 Days	0	3/9/17
<i>Approvals Timeline</i>			
Scope of Project - Submission	120 Days after Effective Date	120	3/9/17
Scope of Project - Approval	14 days after submission	14	3/23/17
Speed Zone Submission	120 Days after Effective Date	120	3/9/17
Speed Zone Approval	20 days after submission	20	3/29/17
Final exterior elevation - Submission	120 Days after Effective Date	120	3/9/17
Final exterior elevation - Approval	20 days after submission	20	3/29/17
Marketing Plan - Submission	140 Days after Effective Date	140	3/29/17
Marketing Plan - Approval	30 days after submission	30	4/28/17
Marketing Plan - Public Release	10 days after approval	10	5/8/17
<i>Closing</i>			
Closing Deadline	30 days after end of DD	30	4/8/17
1st Closing Extension	Additional 30 Days	0	4/8/17
2nd Closing Extension	Additional 30 Days	0	4/8/17
Bond Issuance	30 days after Closing	30	5/8/17
Bond Funds Available	75 days after Issuance	75	7/22/17
<i>Construction</i>			
Commence Construction Deadline	150 days after Closing	150	9/5/17
Substantial Completion of Project Deadline	1540 days after Effective Date	1540	1/27/21

EXHIBIT I

REQUIRED INSURANCE POLICIES

Builder's Risk Insurance

Contractor shall purchase builders risk insurance (the "Builder's Risk Insurance") covering the Work at the Site with a deductible amount not to exceed \$50,000. The Builder's Risk Insurance will be written for an amount equal to the full replacement cost of the Work (including coverage for all ensuing losses). The Builder's Risk Insurance shall be written on a builder's risk "all-risk" policy form that at least includes insurance for physical loss or damage to the Work, temporary buildings, false work and materials and equipment in transit, and shall insure against at least the following perils or causes of loss; fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition, water damage, flood, increased cost of construction, changes in ordinances or laws, boiler and machinery coverage, and expediting expense.

Liability and Worker's Compensation Insurance Requirements

TYPE OF INSURANCE COVERAGES WHICH CONTRACTOR IS REQUIRED TO PURCHASE AND MAINTAIN THROUGH FINAL PAYMENT UNLESS FOR A LONGER PERIOD AS INDICATED BELOW:

MINIMUM COVERAGE REQUIREMENTS:

Commercial General Liability

Commercial General Liability	General Aggregate	\$2,000,000
Premises and Operations	Occurrence	\$1,000,000
Products and Completed Operations	Aggregate	\$1,000,000
Personal and Advertising Injury	Aggregate	\$1,000,000
Fire Damage	Any One Fire	\$100,000

Automobile Liability:

Any Auto	Combined Single Limit	\$1,000,000
Hired Autos		
Non-Owned		
Medical Payments		

Excess Liability:

General Liability/Occurrence Form	Occurrence	\$3,000,000
	Aggregate	\$3,000,000
	Deductible	No greater than \$10,000

**Workers Compensation/Employer's
Liability:**

The greater of minimum statutory coverage or	Each Accident	\$500,000
the following amounts will be required:	Disease per Policy	\$500,000
	Disease per Employee	\$500,000

Professional Liability:

To be provided by all parties providing	Each Claim	\$1,000,000
design, engineering, or other professional	Annual Aggregate	\$2,000,000
services through or by Contractor, if any.	Deductible	No greater
Contractor shall provide Owner with proof of		than \$100,000
extended reporting record (tail coverage) for		
at least three years (3) years after the		
scheduled date of substantial completion		
contained in the Agreement.		

Contractor's Pollution Liability:

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
Deductible	No greater
	than \$100,000

EXHIBIT J

PROJECTED TIF REVENUES



SOURCES AND USES OF FUNDS

Speedway Redevelopment Commission
Bonds of 2017(Semi-Annual Payments) - Includes Partial Assessment

Sources:

Bond Proceeds:	
Par Amount	5,650,000.00
	<u>5,650,000.00</u>

Uses:

Other Fund Deposits:	
Capitalized Interest Fund	520,575.00
Delivery Date Expenses:	
Cost of Issuance	125,000.00
Underwriter's Discount	66,500.00
Surety	<u>41,817.58</u>
	223,317.58
Other Uses of Funds:	
Additional Proceeds	4,906,107.42
	<u>5,650,000.00</u>

**BOND DEBT SERVICE**

Speedway Redevelopment Commission
Bonds of 2017 (Semi-Annual Payments) - Includes Partial Assessment

Dated Date 07/01/2017
Delivery Date 07/01/2017

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2017			20,823.00	20,823.00	
02/01/2018			124,938.00	124,938.00	145,761.00
08/01/2018			124,938.00	124,938.00	
02/01/2019			124,938.00	124,938.00	249,876.00
08/01/2019			124,938.00	124,938.00	
02/01/2020			124,938.00	124,938.00	249,876.00
08/01/2020	85,000	2.401%	124,938.00	209,938.00	
02/01/2021	80,000	2.401%	123,917.58	203,917.58	413,855.58
08/01/2021	85,000	2.401%	122,957.18	207,957.18	
02/01/2022	85,000	3.020%	121,936.75	206,936.75	414,893.93
08/01/2022	90,000	3.020%	120,653.25	210,653.25	
02/01/2023	85,000	3.220%	119,294.25	204,294.25	414,947.50
08/01/2023	90,000	3.220%	117,925.75	207,925.75	
02/01/2024	90,000	3.420%	116,476.75	206,476.75	414,402.50
08/01/2024	100,000	3.420%	114,937.75	214,937.75	
02/01/2025	85,000	3.770%	113,227.75	198,227.75	413,165.50
08/01/2025	100,000	3.770%	111,625.50	211,625.50	
02/01/2026	95,000	3.870%	109,740.50	204,740.50	416,366.00
08/01/2026	100,000	3.870%	107,902.25	207,902.25	
02/01/2027	100,000	3.920%	105,967.25	205,967.25	413,866.50
08/01/2027	105,000	3.920%	104,007.25	209,007.25	
02/01/2028	105,000	3.970%	101,949.25	206,949.25	415,956.50
08/01/2028	115,000	3.970%	99,865.00	214,865.00	
02/01/2029	105,000	4.120%	97,682.25	202,582.25	417,447.25
08/01/2029	115,000	4.120%	95,419.25	210,419.25	
02/01/2030	110,000	4.220%	93,050.25	203,050.25	413,469.50
08/01/2030	120,000	4.220%	90,729.25	210,729.25	
02/01/2031	115,000	4.370%	88,187.25	203,187.25	413,926.50
08/01/2031	125,000	4.370%	85,684.50	210,684.50	
02/01/2032	120,000	4.370%	82,953.25	202,953.25	413,637.75
08/01/2032	135,000	4.370%	80,331.25	215,331.25	
02/01/2033	125,000	4.830%	77,381.50	202,381.50	417,712.75
08/01/2033	135,000	4.830%	74,362.75	209,362.75	
02/01/2034	135,000	4.830%	71,102.50	206,102.50	415,465.25
08/01/2034	145,000	4.830%	67,842.25	212,842.25	
02/01/2035	140,000	4.830%	64,340.50	204,340.50	417,182.75
08/01/2035	155,000	4.830%	60,959.50	215,959.50	
02/01/2036	145,000	5.030%	57,216.25	202,216.25	418,175.75
08/01/2036	155,000	5.030%	53,569.50	208,569.50	
02/01/2037	155,000	5.030%	49,671.25	204,671.25	413,240.75
08/01/2037	165,000	5.030%	45,773.00	210,773.00	
02/01/2038	165,000	5.030%	41,623.25	206,623.25	417,396.25
08/01/2038	175,000	5.030%	37,473.50	212,473.50	
02/01/2039	170,000	5.030%	33,072.25	203,072.25	415,545.75
08/01/2039	185,000	5.030%	28,796.75	213,796.75	
02/01/2040	180,000	5.030%	24,144.00	204,144.00	417,940.75
08/01/2040	190,000	5.030%	19,617.00	209,617.00	
02/01/2041	190,000	5.030%	14,838.50	204,838.50	414,455.50
08/01/2041	200,000	5.030%	10,060.00	210,060.00	
02/01/2042	200,000	5.030%	5,030.00	205,030.00	415,090.00
	5,650,000		4,133,656.51	9,783,656.51	9,783,656.51

Notes:

Interest rates presented on this debt service schedule are based on current market rate conditions and other financial variables. We make no assertion that these rates will be actual interest rates charged at the time debt is actually issued by the Commission as market conditions change on a frequent basis.



BOND SOLUTION

Speedway Redevelopment Commission
Bonds of 2017 (Semi-Annual Payments) - Includes Partial Assessment

Period Ending	Proposed Principal	Proposed Debt-Service	Total Adj Debt-Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
02/01/2018		145,761	145,761		-145,761	
02/01/2019		249,876	249,876		-249,876	
02/01/2020		249,876	249,876	203,306	-46,570	81.36276%
02/01/2021	165,000	413,856	413,856	522,766	108,910	126.31604%
02/01/2022	170,000	414,894	414,894	522,766	107,872	125.99992%
02/01/2023	175,000	414,948	414,948	522,766	107,819	125.98365%
02/01/2024	180,000	414,403	414,403	522,766	108,364	126.14934%
02/01/2025	195,000	413,166	413,166	522,766	109,601	126.52702%
02/01/2026	195,000	416,366	416,366	522,766	106,400	125.65444%
02/01/2027	200,000	413,870	413,870	522,766	108,897	126.31180%
02/01/2028	210,000	415,957	415,957	522,766	106,810	125.67805%
02/01/2029	220,000	417,447	417,447	522,766	105,319	125.22924%
02/01/2030	225,000	413,470	413,470	522,766	109,297	126.43899%
02/01/2031	235,000	413,927	413,927	522,766	108,840	126.29440%
02/01/2032	245,000	413,638	413,638	522,766	109,128	126.38267%
02/01/2033	260,000	417,713	417,713	522,766	105,053	125.14964%
02/01/2034	270,000	415,465	415,465	522,766	107,301	125.82665%
02/01/2035	285,000	417,183	417,183	522,766	105,583	125.80863%
02/01/2036	300,000	418,176	418,176	522,766	104,590	125.01107%
02/01/2037	310,000	413,241	413,241	522,766	109,525	126.50398%
02/01/2038	330,000	417,396	417,396	522,766	105,370	125.24454%
02/01/2039	345,000	415,546	415,546	522,766	107,220	125.80227%
02/01/2040	365,000	417,941	417,941	522,766	104,826	125.08137%
02/01/2041	380,000	414,456	414,456	522,766	108,311	126.13320%
02/01/2042	400,000	415,090	415,090	522,766	107,676	125.94040%
	5,650,000	9,783,657	9,783,657	11,704,158	1,920,601	