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KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER
FEE: \$ 35.00
PAGES: 65
By: ER

Quitclaim DEED

[2422-2430 Yandes Street]
Parcels:1090862 and 1100064

THIS INDENTURE WITNESSETH, That the City of Indianapolis, Department of Metropolitan Development ("Grantor") of Marion County in the State of Indiana, CONVEYS and Quitclaims to STEEL HOUSE RULES, LLC, ("Grantee") of Marion County in the State of Indiana, for valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Marion County, Indiana:

Legal Description(s): See Exhibit A, attached hereto and incorporated herein" and attach as an exhibit] ("Property") subject to:

- (1) Current and delinquent Taxes due and payable in 2019 and all taxes thereafter.
 - (2) All liens, encumbrances, easements, restrictions and rights-of-way of record and subject to the requirement that the Grantee shall cause the property to be developed in accordance with the Comprehensive Plan and all Zoning Laws, and
 - (3) The terms, covenants, conditions, restrictions and provisions of the as PROJECT AGREEMENT FOR THE DEVELOPMENT OF 2422-2430 Yandes Street (parcel #s 1090862 and 1100064("Agreement")) entered into between the Grantor and Grantee on the 22 day of OCTOBER, 2019, which is attached hereto and incorporated herein as Attachment "A."
- Upon the execution and recording of a release as provided in the Agreement, the conditions in paragraph (3) above shall no longer apply.

IN WITNESS WHEREOF, the Grantor has executed this deed, this 22 day of Oct, 2019.

Signature: Emily C. Mack
Printed: Emily C. Mack Director,
Department of Metropolitan Development

BD

STATE OF INDIANA)
SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared EMILY C. MACK, Director, Department of Metropolitan Development, who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 22nd day of OCTOBER, 2019.
My commission expires: AUG. 15, 2022
Signature: Steven J. Schulmeyer
Printed: STEVEN J. SCHULMEYER
Residing in MARION County, Indiana
My commission number: [if it does not appear on the seal /stamping device]

This instrument was prepared by Sheila Kinney, Office of the Corporation Counsel, City of Indianapolis, 200 E. Washington, Suite 1601, Indianapolis, IN 46204.

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. /s/ Sheila Kinney.

Statements regarding property taxes or special assessments should be sent to:
1131 EAST 25th STREET, INDIANAPOLIS, INDIANA 46205 If different from
above, the mailing address of Grantee is: 1131 EAST 25th STREET
INDIANAPOLIS, INDIANA 46205

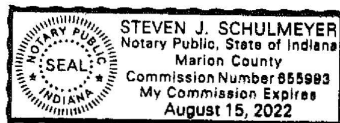


Exhibit A

The Land referred to herein below is situated in the County of Marion, State of Indiana, and is described as follows:

All of Lots 3, 4, 5, 6, 7, 8 and 9, Block 15 in Bruce Baker Addition to the City of Indianapolis, as per plat thereof recorded September 29, 1873, in Plat Book 6, page 122, in the Office of the Recorder of Marion County, Indiana.

AND:

That part of Lot 1, Block 16 in Bruce Baker Addition to the City of Indianapolis, as per plat thereof recorded September 29, 1873, in Plat Book 6, page 122, in the Office of the Recorder of Marion County, Indiana lying Southerly of a line projected due West upon and along the North line of Lot 9, Block 15 and which lies North of a line projected due West upon and along the North line of the below described Lot 2, Block 15 and which lies East of the right-of-way of the Indianapolis Peru and Chicago Railroad Company (which right-of-way has been used by the Lake Erie and Western Railroad Company).

AND:

Lot 2, Block 15 in Bruce Baker Addition to the City of Indianapolis, as per plat thereof recorded September 29, 1873, in Plat Book 6, page 122, in the Office of the Recorder of Marion County, Indiana.

EXCEPTING THEREFROM:

That portion of said Lot 2 conveyed to the Light Metals, Inc., by deed dated June 4, 1941 and recorded June 4, 1941 in Deed Record 1062, page 331 in the Office of the Recorder of Marion County, Indiana, described as follows:

A part of Lots 1 and 2 in Block 15 and a part of Block 16 in Bruce Baker Addition to the City of Indianapolis, as recorded in Plat Book 6, page 122 in the Office of the Recorder of Marion County, Indiana, also a part of vacated alley as recorded in Town Lot record 345, page 554, and part of vacated 24th Street as recorded in Town Lot record 395, page 162, in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning at a point in the South line of Lot 1 in Block 15, 44.70 feet West of the Southeast corner of said Lot 1; thence North parallel with the East line of said Lot 1 and 2 in Block 15, 65 feet to a point; thence West and parallel with the North line of said Lot 2, 174 feet to a point; thence South and parallel with the East line of said Lots 1 and 2, 70.23 feet to a point in the north property line of 24th Street as now established; thence in a Northeasterly direction on the North line of 24th Street 58.94 feet to a point; thence East upon and along the North property line of 24th Street, 115.30 feet to the place of beginning.

FURTHER EXCEPTING THEREFROM:

That portion of said Lot 2 conveyed to Earl B. Spears by deed dated July 31, 1969 and recorded August 4, 1969 as Instrument Number 69-40479, in the Office of the Recorder of Marion County, Indiana, described as follows:

Part of Lots 1 and 2 in Block 15 and a part of Lot 1, Block 16 of Bruce-Baker Addition to the City of Indianapolis, recorded September 29, 1873, in Plat Book 6, page 122, in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning at the Southeast corner of said Lot 1; thence North upon the East line of said Lots 1 and 2, 65.25 feet to a point, said point being 14.75 feet South of the Northeast corner of said Lot 2; thence West and parallel with the South line of said Lot 2, 22.70 feet

to a point; thence South and parallel with the East line of said Lots 1 and 2, 65.25 feet to a point on the South line of said Lot 1; thence East upon said South line of Lot 1, 44.70 feet to the place of beginning.

AND:

Together with the vacated first alley West of Yandes Street lying Northerly of the Southerly boundary of the above described Lot 2, Block 15 extended Westerly to the Easterly line of Lot 1, Block 16 and Southerly of the Northerly boundary of Lot 9, Block 15 extended Westerly to the Easterly line of Lot 1, Block 16, in Bruce Baker Addition to the City of Indianapolis, as disclosed by Board of Public Works of the City of Indianapolis, Declaratory Resolution No. 5, 189, recorded April 21, 1902, as Instrument Number 8504, at Town Lot record 345, page 554, in the Office of the Recorder of Marion County, Indiana.

FORMERLY DESCRIBED AS:

All of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Block 15 in Bruce Baker Addition to the City of Indianapolis; and, also all that part of Block 16 in said Bruce Baker Addition South of the South property line of East 25th Street, as now located. Together with all the vacated streets and alleys adjoining said lots or parts of lots and said part of Block 16; the plat of which is recorded in Plat Book 6, page 122, in the Office of the Recorder of Marion County, Indiana. Also Lot 2, in Bruce Baker Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 6, page 122, in the Office of the Recorder of Marion County, Indiana, except that portion of said lot conveyed to the Light Metals, Inc., by deed, dated June 4, 1941, and recorded June 4, 1941, in Deed Record 1062, page 331, and also, except that portion of said lot conveyed to Earl B. Spears by deed dated July 31, 1969 and recorded August 4, 1969, as Instrument No. 69-40479. Also:

Except that portion of the alley deeded to the Light Metals, Inc. by Instrument recorded in Deed Record 1062, page 331.

ALSO EXCEPT:

A part of Blocks 15 and 16 in Bruce Baker Addition as the same is recorded in Plat Book 6, page 122, in the Office of the Recorder of Marion County, and part of the vacated alley between such lots as platted, more particularly described as follows:

Beginning at the Northeast corner of the said Block 15, thence South in and along the East line of said Block 15, 130.00 feet, thence West parallel to the South line of 25th Street, at the point of beginning, 282.82 feet to a point in the East right-of-way line of the L.E. & W. Railroad Switch, thence Northwesterly in and along the East right-of-way line 117.2 feet to a point in the South line of 25th Street; thence Northeasterly in and along the said South line of 25th Street 89 feet; thence due East in and along the said South line of 25th Street, 160 feet to the point of beginning.

Also Except: All of Lots 10, 11, 12 and 13 in Block 15 in Bruce Baker Addition to the City of Indianapolis, and also that part of Block 16 in said Bruce Baker Addition, which lies North of a line projected due West upon and along the South line of said Lot 10 and that part which lies South of a line projected due West upon and along the North line of said Lot 13, and East of the right-of-way of the Indianapolis Peru and Chicago Railroad Company (which right-of-way has been used by the Lake Erie and Western Railroad Company); together with all the vacated streets and alleys adjoining said lots and said part of Block 16; the plat of which is recorded in Plat Book 6, page 122, in the office of the Recorder of Marion County, Indiana.

(For Reference Only) Property Address: 2430 and 2422 Yandes Street, Indianapolis, IN 46205
(For Reference Only) Tax Parcel ID No.: 1100064 / 49-07-30-107-181.000-101 and 1090862 / 49-07-30-107-180.000-101

Attachment A
PROJECT AGREEMENT FOR THE DEVELOPMENT OF
2422-2430 Yandes Street (parcel #s 1090862 and 1100064)

THIS PROJECT AGREEMENT ("Agreement") is made and entered into by and between the Consolidated City of Indianapolis and Marion County (City) by and through its Department of Metropolitan Development (DMD), on behalf of the Metropolitan Development Commission (MDC) (collectively, "Agency") having its office at 2042 City-County Building, 200 East Washington Street, Indianapolis, Indiana 46204 ("Agency"), and STEEL HOUSE RULES, LLC having offices at 1131 E. 25th Street, Indianapolis, Indiana, 46205 ("Developer.")

The effective date of this Agreement, and the term "Effective Date" as used in this Agreement, shall be the latest calendar date on which any party hereto has executed this Agreement.

WHEREAS, pursuant to Ind. Code § 36-7-15.1, Agency has acquired the real estate located at 2422-2430 Yandes Street in Indianapolis, Indiana ("Property") which Property is more particularly described as follows:

Legal Descriptions:

2422 Yandes Street
BRUCE BAKER ADD L3 TO L7 ALSO 15FT N SIDE L2 B13 +
19FT S SIDE L8 B15 VAC ALLEY W & ADJ 299FT S SIDE L1
B16 EX 88FT S END

and

2430 Yandes Street
BRUCE BAKER ADD L9 & 21 FT N SIDE L8 B15 ALSO 61FT
MID PT OF B16 & VAC ALLEY ADJ
100FT NL X 181.03FT EL X 151.92FT WL X 104.40 FT SLBEG
180FT W OF RIVERSIDE & 15TH ST PT S1/2 NW1/4S34 T16
R3;

and

WHEREAS, in August 2018, in accordance with I.C. 36-7-15.1-15, Agency offered the Property to the public for sale for the purpose of redevelopment [RFP-BRP-18]; and

WHEREAS, Developer, whose business is located adjacent to the Property, submitted a responsive bid and Agency selected Developer's proposal ("Proposal") for development of the Property, which was approved by the Metropolitan Development Commission by Resolution 2019-R-054; and

WHEREAS, the Proposal and all of Developer's representations therein are attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, in accordance with the terms of Developer's Proposal, Agency desires to enter into this Agreement with Developer and to convey title to the Property to Developer on the terms and conditions set forth herein; and

WHEREAS, Agency believes that the development of the Property by Developer will best serve the interests of the City of Indianapolis and its inhabitants, both from the standpoint of human needs and economic values, in accordance with the public purposes and provisions of applicable law.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1 PURCHASE, SALE, AND ACCESS

- (a) Subject to all the terms, covenants and conditions of this Agreement, Agency agrees to sell the Property to Developer, and Developer agrees to purchase the Property from Agency, for the total amount of Four Hundred Thousand Dollars (\$400,000.00) ("**Purchase Price.**") The Purchase Price shall be paid by Developer to Agency on the Closing Date (as defined in Section 2 (f)) and deposited in the Brownfield Redevelopment Fund pursuant to Sec. 135-781 of the Revised Code of the Consolidated City and County. Upon the Effective Date, Developer shall have access to the Property as necessary to conduct environmental and other due diligence preliminary to the Closing provided that it first supplies Agency satisfactory evidence of insurance and waivers of liability from all parties who will access the Property.
- (b) Parties acknowledge that the Property is adjacent to the City-owned Monon Trail (Monon), which is an important amenity for inhabitants, a significant consideration for planning and development by the City and currently in the process of a trail-widening project. Accordingly; Developer agrees to:
 - reasonably cooperate with the Agency/City and its agents on the appearance, design, placement and maintenance of signage, lighting, utilities, landscape, hardscape, accessibility/universal design features and other improvements, including necessary construction, on or adjacent to the Monon west of the Property and,
 - the City's reservation of any and all any right-of-way and perpetual easements necessary to the installation and maintenance of improvements to the Monon in accordance with the City's planning process and development along and on the western side of the Monon across from the Property so long as the same do not materially adversely impact Developer's ownership, use, and operation of the Property.
- (c) In addition, to help the City capture information on beneficial development practices, Developer agrees to cooperate with Agency to provide information on and to help quantify the resources committed to, and impact of, any environmentally responsible and resource-

efficient practices used in conjunction with the Developer Improvements, as defined herein. These may include LEED (Leadership in Energy and Environmental Design) building practices, "green" infrastructure (permeable pathways, tree trenches, bioswales *etc.*) support of wildlife corridors, use of non-invasive plants and plants native to Indiana, recycling, utilizing energy efficient equipment and fixtures, sustainable materials and any other practices used during the development's life-cycle from siting to design, construction, operation, maintenance, renovation and deconstruction. Notwithstanding the foregoing, nothing herein shall require Developer to implement any of the foregoing, it being understood that Developer shall provide information to Agency with respect to the foregoing only if Developer elects, in its sole discretion, to implement any or all of the foregoing.

- (d) Developer agrees to take all steps necessary to obtain and maintain "bona fide prospective purchaser" (BFPP) status. These requirements are attached hereto as **Exhibit B** and are incorporated herein. These steps include, but are not limited to:

completion of the environmental assessment referenced in Sec 2. (c)(2), and

-- not interfering with any ongoing environmental response action, including the City's implementation of a site-specific Remediation Work Plan approved by the IDEM Voluntary Remediation Program on 8/22/17 ("RWP") and compliance with any environmental restrictive covenant or other condition imposed as part of closure under the RWP.

SEC. 2 CONVEYANCE OF PROPERTY

- (a) **Form of Deed.** In accordance with the terms of the Proposal, Agency shall convey to Developer the title to the Property by quitclaim deed, which shall be delivered at the Closing, as defined herein in Section 2 (f), subject only to:

- (1) Building and zoning ordinances;
- (2) Such conditions, covenants and restrictions, if any, running with the land;
- (3) If Developer obtains a Title Commitment and/or survey, Permitted Exceptions as defined in Section 2(b)(3) hereof; and
- (4) Terms, conditions and/or restrictions of this Agreement.

(collectively, the "**Quitclaim Deed**").

- (b) **Evidence of Title and Survey.**

- (1) Developer may, at its sole cost and expense, obtain a title insurance commitment, including any required quiet title action ("**Title Commitment**") from a title insurance company ("**Title Company**") showing the condition of title to the Property. Pursuant to the Title Commitment, the Title Company shall agree to issue upon delivery of the Quitclaim Deed, an owner's policy

of title insurance insuring Developer's fee simple title to the Property ("Title Policy").

- (2) Developer may, at its sole cost and expense, obtain a staked survey of the Property in form and substance required by Developer ("Survey") certified to Developer, the Title Company and Developer's lender(s), if requested, as of a current date, showing the location of all easements, Permitted Exceptions (as hereinafter defined), encroachments, rights of way and improvements, if any, located thereon.
- (3) Developer shall, at least fifteen (15) days prior to the scheduled Closing (as hereinafter defined,) notify Agency of any unacceptable defects disclosed in the Title Commitment or Survey. Agency shall have thirty (30) business days (or such longer period as Developer has approved in writing) to cure or remove any such unacceptable defects at Agency's sole cost and expense. If Agency is unwilling or unable to cure or remove such defects within said period, then Developer, as its sole and exclusive remedies may, either within ten (10) business days thereafter, waive such defects and proceed to the Closing (in which case they shall be deemed "Permitted Exceptions") or terminate this Agreement.

If Developer fails to object, in a timely fashion, to any of the exceptions to title reflected on the Title Commitment (except the lien of any mortgage or other security instrument to be released at or before the Closing, as hereinafter defined) or to any defect revealed in the Survey, those exceptions and defects shall be deemed "Permitted Exceptions".

- (4) In the event Developer did not obtain a Title Commitment and/or Survey within the time frames stated above, Developer shall take the Property subject to all existing conditions, including, but not limited to, easements, encroachments, rights-of-way and improvements.

(c) **Conditions Precedent to Agency's Obligations.** The obligations of Agency hereunder shall be subject to the fulfillment of the following conditions precedent, each of which shall have been satisfied on or before the Closing Date (as defined in 2(f)), or such other time as stated herein; provided, however, that Agency may, conditionally or unconditionally, waive any one or more of such conditions:

- (1) All of the documents delivered by Developer to Agency pursuant to the terms and conditions of this Agreement shall have been delivered within the time specified herein and shall be in form and substance reasonably satisfactory to Agency;
- (2) Developer shall timely perform or update an ASTM standard "PHASE I Environmental Site Assessment" prior to the Closing Date. Said Phase I will not be expired on Closing Date;

- (3) Each of the representations and warranties of Developer contained herein shall be true in all material respects as of the Closing;
 - (4) Developer shall in all material respects have complied with, fulfilled and performed each of the covenants, terms and conditions to be complied with, fulfilled or performed by Developer hereunder prior to the Closing; and
 - (5) Developer shall have paid all costs of surveying and obtaining title insurance for the Property, if any.
- (d) **Conditions Precedent to Developer's Obligations.** The obligations of Developer hereunder to accept delivery of the Quitclaim Deed shall be subject to the fulfillment of the following conditions precedent, each of which shall have been satisfied on or before the time as stated herein; provided, however, that Developer may, conditionally or unconditionally, waive any one or more of such conditions:
- (1) All of the documents pertaining to the Property required to be delivered by Agency to Developer pursuant to the terms and conditions of this Agreement shall have been delivered within the time specified herein and shall be in form and substance reasonably satisfactory to Developer;
 - (2) Each of the representations and warranties of Agency contained herein shall be true in all material respects as of the Closing.
 - (3) Agency shall in all material respects have complied with, fulfilled and performed each of the covenants, terms and conditions that relate to the Property and are required to be complied with, fulfilled or performed by Agency hereunder prior to the Closing;
 - (4) Developer shall have received the Title Policy.
- (e) **Failure of Conditions Precedent.** In the event that one or more of the conditions precedent are not satisfied as set forth in Section 2(c) and 2(d), the party for whose benefit the condition precedent is intended may waive such conditions or may terminate this Agreement, in which event the parties hereto shall have no further rights or remedies hereunder.
- (f) **Time and Place for Delivery of Deed.** Subject to the prior satisfaction or written waiver of the conditions precedent contained within Sections 2(c) and 2(d), Agency shall deliver the Quitclaim Deed described in Section 2(a) to Developer and possession of the Property to Developer on a date and time mutually agreeable to the parties within ten (10) business days following the later to occur of (i) completion of the title and survey review and approval procedure set forth at Section 2(b) hereof, and (ii) satisfaction or waiver of all conditions precedent set forth at Section 2(c) and 2(d) hereof ("**Closing Date**"). For the purposes of this

Agreement, the “Closing” means the consummation of the transfer of fee simple title to the Property and related deliveries in accordance with the terms and conditions of this Agreement. The Closing shall be held at the office of the Title Company or at such other place as designated by Developer and Agency, and Developer shall accept conveyance of the Property at such time and place. Any fee for conducting the Closing shall be paid for by Developer. At the Closing, Agency and Developer agree to deliver to each other, in accordance with the terms of this Agreement, the following:

- (1) Developer shall deliver the Purchase Price to the Agency, less that portion of the rent for the Property pre-paid by Developer to the Agency attributable to the period following the Closing.
- (2) Agency shall deliver to Developer a duly authorized and executed Quitclaim Deed in recordable form, conveying title to the Property from Agency to Developer, subject only to the conditions described in Section 2(a) hereof;
- (3) Each party shall deliver to the other satisfactory resolutions or other evidence of the authority of the signers of the documents to consummate the transaction on behalf of Agency and Developer;
- (4) Agency shall deliver to Developer a Sales Disclosure Form with seller’s information completed; and
- (5) All other documentation reasonably necessary to complete the transaction contemplated by this Agreement that can be furnished by the parties without material cost or expense.

All of the documents and instruments required pursuant to this Section 2(f) or otherwise in connection with the consummation of this Agreement shall be in a form and a manner reasonably satisfactory to counsel to Agency and Developer.

- (g) **Recordation of Deed and Agreement.** Upon Closing, Developer or its authorized agent, shall promptly record the Quitclaim Deed (with this Agreement as Attachment A,) at its expense, in the Office of the Recorder of Marion County, Indiana.
- (h) **Risk of Loss.** All risk of physical loss or damage to the Property, including, but not limited to, loss or damage by fire or otherwise, and all liability, including, but not limited to, personal liability arising from ownership, maintenance and use of the Property is the responsibility of Agency until the Closing Date and the responsibility of Developer upon the Closing Date.
- (i) **Condition of Property.** The possession and sale of the Property as provided in this Agreement is made on an “AS IS” basis, and Developer expressly

acknowledges that, in consideration of the agreement of Agency herein, except as otherwise explicitly specified herein or in any document delivered to Developer in accordance with the terms of this Agreement, AGENCY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO EVENT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

SEC. 3 REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) **Representations and Covenants by Developer.** Developer represents and covenants that:

(1) After the Closing, Developer shall, subject to the conditions described herein below, cause the improvements to be made in material compliance with the Proposal and in substantial accordance with the terms of this Agreement (hereinafter the "**Developer Improvements.**") Per the Proposal, Developer's plans and commitments include:

- construction of a new installation and fabrication building (the "Building") on or adjacent to the Property as economic conditions permit (in the reasonable estimation of Developer), estimated to begin within two years of Closing
- retention of current employees and addition of 12-15 new jobs in conjunction with the business expansion, subject to economic conditions (in the reasonable estimation of Developer)
- a commitment to inclusive growth in its hiring practices, such as support of local trades education
- installation of appropriate landscaping and screening along the Monon Trail to the west
- appropriate care and compliance with environmental requirements, including adherence to all pre- and post-Closing requirements of a "bona fide prospective purchaser" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.

(2) Developer shall permit Agency access to the Property and to necessary documents and information to perform reviews and monitor the progress of the construction to ensure conformity with local, state and federal laws and regulations and other terms herein.

(3) Developer shall obtain all required permits, reviews, licenses, actions and approvals, and shall meet all requirements of all local, state and federal laws and regulations, which must be obtained or met before Developer Improvements may be constructed including applicable utilization requirements for minority, women, veteran and disability-owned business enterprises in the performance of this Agreement.

(4) Developer's acquisition of the Property and undertakings pursuant to this Agreement are for the sole purpose of development pursuant to this Agreement and for no other

purpose. Developer recognizes that, in view of the importance of the development to the general welfare of Agency and the City of Indianapolis, the qualifications and identity of Developer are of particular concern to Agency. Developer further recognizes that it is because of such qualifications and identity that Agency is entering into this Agreement and, in so doing, is relying upon Developer's representations as to its capabilities and financing, its schedule for completion and its acceptance of the undertakings and obligations of Developer pursuant to this Agreement.

- (5) Developer shall not enter into any contracts or undertakings that would limit, conflict with or result in a material breach of this Agreement. This representation precludes taking any action that would impair the Agency's right of reversion provided in paragraph 6 (b) herein, including conveyance of any interest in the Property.
 - (6) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not conflict with, or constitute a breach or default under, Developer's Articles of Organization or Operating Agreement, or the provisions of any bond, debenture, note, other evidence of indebtedness, loan agreement, lease or other contract to which Developer is a party or by which it is bound, or, to its actual knowledge, violate any law, regulation or order of the United States of America, the State of Indiana, or any Agency or political subdivision thereof, or any court order or judgment in any proceeding to which Developer is or was a party or by which it is bound.
 - (7) There is no action, suit, proceeding or investigation at law or in equity, or by or before any United States court, arbitrator, administrative agency, or other federal, state or local governmental authority, pending or, to the actual knowledge of Developer or any of its members, threatened against Developer or any of its members, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity of this Agreement or a material adverse effect on the transactions contemplated hereby.
 - (8) Developer shall take no action to create or exacerbate environmental hazards which could negatively impact residents or uses of the Property.
 - (9) Developer shall meet all MDC redevelopment standards and accessibility standards with respect to the project.
- (b) **Representations and Covenants of Agency.** Agency represents and covenants that:
- (1) All necessary action has been taken to authorize Agency's execution of this Agreement and the performance of Agency's obligations hereunder, Agency has the power and authority under all federal, state and local law to enter into this Agreement and perform its obligations hereunder, and this

Agreement constitutes a legal, valid and binding obligation enforceable against Agency.

- (2) The execution and delivery of this Agreement by Agency does not, and the consummation of the transactions contemplated hereby in compliance with the terms hereof, will not conflict with or result in a violation of: (i) any provisions of any instrument governing Agency, (ii) any judgment, order, writ, injunction, decree, statute, law, ordinance, rule or regulation applicable to Agency, or (iii) the provisions of any bond, debenture, note, other evidence of indebtedness, loan agreement, lease or other contract to which Agency is a party or by which it is bound.
- (3) As of the Effective Date, Agency has not received any written notice of any violation of any laws, rules or regulations applicable to the Property.
- (4) Agency has marketable title to the Property, subject only to the conditions described in Section 2(a) hereof.
- (5) Except for Permitted Exceptions, Agency shall convey the Property to Developer free of any lien for:
 - (i) property taxes or assessments for municipal improvements which are payable for the period prior to the applicable Closing Date,
 - (ii) any mortgage or other security instrument,
 - (iii) any mechanics or other similar lien; and
 - (iv) any judgment.
- (6) To the best of the Agency's knowledge, there is no action, suit, proceeding or investigation at law or in equity, or by or before any United States court, arbitrator, administrative agency, or other federal, state or local governmental authority, pending or, to the actual knowledge of Agency, threatened against the Agency, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity of this Agreement or a material adverse effect on the transactions contemplated hereby.
- (7) Agency shall not enter into any contracts or undertakings that would limit, conflict with or result in a material breach of this Agreement. Parties acknowledge that the Monon is scheduled to undergo widening and improvements and properties west thereof may also undergo improvements and be offered for development. Neither such work, whether conducted or allowed by the City, nor disposition of property by the City and related development agreements shall constitute a breach of this representation.

- (8) Agency shall cooperate with Developer's efforts to be a co-applicant with the City under IDEM's Voluntary Remediation Program;
- (9) Agency shall, at its sole cost and expense, complete all ongoing environmental response action at the Property, including without limitation, the RWP, in order to receive a Covenant Not To Sue for the benefit of Agency and Developer, if a co-applicant under the Voluntary Remediation Program;
- (10) Any rent pre-paid by Developer under the current lease for the Property between Developer and the City shall be prorated to the Closing Date and Developer shall receive a credit therefor at the Closing.

SEC. 4 CONSTRUCTION

Developer shall construct the improvements on the Property in accordance with all representations in the Proposal.

SEC. 5 TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

- (a) **Developer Commitments and Agency Commitments; Commencement of Construction.** Subject to Developer's compliance with its Proposal, Agency hereby designates Developer as the exclusive Developer to work with Agency to accomplish the development of the Property. The Proposal and provisions of this Agreement specify immediate occupancy of the Property and, subject to (i) all conditions set forth in the Proposal, (ii) all conditions set forth at Section 3 hereof, and (iii) Developer's receipt of a "No Further Action Letter" or comparable closure document from IDEM, commencement of renovations by Developer within twenty-four (24) months following Closing (hereinafter the "Commencement Date") and an approximate anticipated twelve (12) month timeline. The Commencement Date may be amended by mutual agreement of the parties.
- (b) **Unavoidable Delay.** In the event that either party is unable to perform any of its obligations under this Agreement because of natural disaster, decrees of governmental bodies or other interference beyond the Parties' control and not the fault of the affected party (hereinafter "Unavoidable Delay,") the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give written notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, obligations under this Agreement shall be suspended for the duration of the Unavoidable Delay. If the period of non-performance due to unavoidable delay exceeds one hundred eighty (180) days and any further delay would frustrate the purpose of this Agreement, the parties shall meet to discuss, and use best efforts to achieve, an appropriate amendment or extension to this Agreement prior to exercising any termination right herein.
- (c) **Completion of Construction.** Subject to (i) all conditions set forth in the Proposal, (ii) all conditions set forth at Section 3 hereof, (iii) Unavoidable Delay, and (iv) delay in Developer's receipt of a "No Further Action Letter" from IDEM, Developer shall

substantially complete construction of Developer Improvements on the Property no later than twelve (12) months following the Commencement Date (hereinafter "**Construction Completion Date**") to be evidenced by available records of an approved Final Inspection by the City of Indianapolis for a Structural Permit for the Developer Improvements listed above. Upon verification of such records and substantial completion of Developer Improvements in accordance with this Agreement, Agency shall issue a Release of Project Agreement ("**Release**") in recordable form. Said Release shall serve only as a statement to the effect that Developer Improvements have been completed and shall not serve as a warranty of any kind for such work. Should economic or other conditions interfere with construction of the Building or other Developer Improvements, the parties shall negotiate an appropriate amendment or extension to this Agreement.

SEC. 6 FINANCING/RIGHT OF REVERSION

- (a) **Financing.** Developer imposes no financing contingency on its proposal and represents that it has adequate resources for both the purchase and development of the Property as agreed.
- (b) **Agency's Right of Re-Entry and Reversion.**
 - (1) Title to the Property shall be vested conditionally in Developer, subject to divestment and reversion to Agency, and Agency may re-enter and retake all or a portion of the Property, pursuant to (3) below, upon the subsequent occurrence of the failure by Developer, subject to (i) all conditions set forth in the Proposal, (ii) all conditions set forth at Section 3 hereof, and (iii) Unavoidable Delay, to deliver acceptable Developer Improvements in accordance with the terms of this Agreement, as amended from time to time.
 - (2) Upon failure of condition (1) above, the Agency, before taking any action to exercise the right of re-entry, shall, by notice to Developer, request a meeting to discuss the status of the Developer Improvements and the causes of any such failure. Within ten (10) business days following such notice, the parties shall meet to discuss such matters. If Developer has provided reasonable reassurances that it remains committed to the completion of the Developer Improvements, the parties shall mutually agree to a reasonable extension of time for the satisfaction thereof. If the Developer fails to provide such reasonable reassurances, then the Agency may exercise its right of re-entry hereunder and, thereupon, title to the Property shall revert to Agency and Agency shall have the right to re-enter and take possession of the Property and all right, title, estate and interest of Developer in the Property shall thereupon terminate and revest in Agency, free of any right or claim of Developer, their respective assigns or successors in interest.
 - (3) The conveyance of the Property to Developer shall be made upon, and the Quitclaim Deed shall contain, a condition subsequent to the effect that in the event of Developer's failure as set forth in this Section 6, and a failure

on the part of Developer to remedy, cure, or correct such failure within the period and in the manner described herein, or the failure to provide the reasonable assurances described at Section 6(b)(2) above (an “**Uncured Default**”), Agency shall have the right, upon fifteen (15) days’ prior notice to Developer, to re-enter and take possession of the Property and to retake title free and clear of any and all interest of Developer, or any of its successors in interest, assigns, mortgagees or other investors. DMD may exercise this right of reversion and demonstrate its intent to possess and retake title to the Property by recording of an Affidavit to Transfer Real Estate to Agency following the fifteen (15) day notice period described hereinabove. Failure to meet the original terms of the Agreement shall not trigger Agency’s right of reversion if Developer has satisfied or still has time to satisfy the terms of an amendment or extension to this Agreement.

Fee simple title to the Property shall vest absolutely in Developer, free of the foregoing conditions, and Agency’s right of re-entry under Section 6 shall terminate upon issuance of a Release by the Agency, in substantially the form attached hereto as **Exhibit B**. The Agency shall provide the Release to Developer upon Developer’s substantial compliance with the commitments for the Developer Improvements set forth herein. The foregoing termination may be evidenced by recording the Release in the office of the Recorder of Marion County, Indiana.

- (c) **Easements.** The parties agree that, in the event Agency exercises its Right of Re-Entry, the parties shall grant to each other such easements as may be reasonably necessary in order to provide utility services across the Property.

SEC. 7 NON DISCRIMINATION; E-VERIFY; WAGE ENFORCEMENT

- (a) **Non Discrimination.** Developer and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Project Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, creed, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- (b) **Compliance with E-Verify Program.** Pursuant to IC 22-5-1.7, Developer shall enroll in and verify the work eligibility status of all newly hired employees of Developer through the E-Verify Program (“Program”). Developer is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
 - (1) Developer and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that or its subcontractor subsequently learns is an unauthorized alien. If Developer violates this Section, Agency shall require Developer to remedy the violation not later than thirty (30) days after Agency notifies Developer.

If Developer fails to remedy the violation within the thirty (30) day period, Agency shall terminate the contract for breach of contract. If Agency terminates the contract, Developer shall, in addition to any other contractual remedies, be liable to Agency for actual damages. There is a rebuttable presumption that Developer did not knowingly employ an unauthorized alien if Developer verified the work eligibility status of the employee through the Program.

- (2) If Developer employs or contracts with an unauthorized alien but Agency determines that terminating the contract would be detrimental to the public interest or public property, Agency may allow the contract to remain in effect until Agency procures a new Developer.
- (3) Developer shall, prior to performing any work, require each subcontractor to certify to Developer that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Developer shall maintain on file a certification from each subcontractor throughout the duration of this Agreement. If Developer determines that a subcontractor is in violation of this Section, Developer may terminate its contract with the subcontractor for such violation.

- (4) Pursuant to IC 22-5-1.7 a fully executed affidavit (**Exhibit D**) affirming that the business entity does not knowingly employ an unauthorized alien and confirming Developer's enrollment in the Program, unless the Program no longer exists, shall be filed with Agency prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with Agency.

- (c) **Wage Enforcement.** In accordance with Wage Enforcement provisions in Chapter 272 of the Revised Code of the Consolidated City of Indianapolis and Marion County, Redeveloper shall execute **Exhibit D**, attached hereto and incorporated herein, and shall report, and require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud (as defined in Sec. 272-101 of the Revised Code) against the Redeveloper or its subcontractors to the Agency within 30 days of notification of the complaint or adverse determination.

SEC. 8 ENFORCEMENT OF AGREEMENT

Agency or Developer or their successors and assigns, may enlist the assistance of any appropriate body to use its authority to require remedial action in compliance with this Agreement. Furthermore, Agency or Developer or their successors and assigns may enter into a civil lawsuit to stop or rescind actions not in conformance with this Agreement, or to enforce contractual agreements to ensure conformance with this Agreement.

SEC. 9 INDEMNIFICATION

Developer shall indemnify, defend (by legal counsel reasonably acceptable to Agency) and hold harmless Agency and the City of Indianapolis, and their respective officers, employees, officials,

agents, successors and assigns (hereinafter “Agency Indemnified Parties”), from and against any and all claims, damages, actions or proceedings of any type asserted by third parties against Agency Indemnified Parties, and all final judgments that Agency Indemnified Parties suffer and reasonable costs and expenses incurred, including reasonable attorneys’ fees and expenses, (i) as a result of the assertion of such claims due to any negligent act or omission whatsoever by, or the intentional misconduct of, Developer or its agents, employees, servants, contractors or subcontractors, successors, or assigns, in using or improving the Property; (ii) as a result of claims, fines and penalties arising out of any failure of Developer or its agents, employees, servants, contractors or subcontractors, successors, or assigns, to comply with any law, ordinance, code requirement, regulation or other requirement applicable to Developer’s work on Developer Improvements on the Property; (iii) arising or growing out of or in any way connected with Developer’s ownership, use, occupancy, management or control of the Property, or Developer’s operations, conduct or activities on the Property, unless caused by the gross negligence or intentional misconduct of Agency or any one of the Agency Indemnified Parties while acting within the scope of their employment or as agents of the Consolidated City of Indianapolis, or (iv) as a result of a breach by Developer of any provision of this Agreement.

SEC. 10 ASSIGNMENT OF AGREEMENT AND TRANSFER OF PROPERTY

- (a) Except as expressly allowed herein, Developer affirms that it has not and will not make any partial or total transfer of any interest in the Property or Developer Improvements (“Transfer”) without prior written approval of the Agency.
- (b) The only preconditions to approval of a Transfer by Developer that may be required by Agency are that:
 - (1) Any proposed transferee shall have the qualifications and financial responsibility, reasonably determined by Agency, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer insofar as such obligations relate to the Property;
 - (2) There shall be submitted to Agency for review, prior to any such Transfer and written Agency approval, all instruments and other legal documents involved in effecting transfer; and
 - (3) The Developer’s successor(s) shall agree to the obligations undertaken in this Agreement by Developer.
- (c) Upon completion of any approved assignment, Developer shall be released from its obligations and liabilities hereunder when the transferee, by instrument in writing reasonably satisfactory to Agency and in form recordable in the land records, shall, for itself and its successors and assigns, and expressly for the benefit of Agency, expressly assume all of the obligations of Developer under this Agreement and agree to be subject to all of the conditions and restrictions to which Developer is subject insofar as such obligations, conditions and restrictions relate to the Property being transferred.

- (d) After the substantial completion of Developer Improvements, as evidenced by a Release per Section 5(c) herein, the restrictions contained in this Section 11 shall no longer be applicable.

SEC. 11 EVENTS OF DEFAULT

- (a) **Events of Default by Developer.** The term "Event of Default" as used in this Agreement in reference to actions or omissions of Developer shall mean any one or more of the following events (and the term "default" shall mean any event which would, with the passage of time or giving of notice or both, be an "Event of Default" hereunder):

- (1) Subject to Unavoidable Delay, failure by Developer to observe and perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder within thirty (30) days after written notice to Developer specifying such failure and requesting that it be remedied (or within such other period as otherwise expressly provided in this Agreement), or within such further period of time as is reasonably necessary to cure such failure, but only if Developer has within said thirty (30) days provided Agency with assurances reasonably deemed adequate by Agency that Developer will cure the failure as soon as is reasonably possible; provided, no cure rights beyond one (1) year are provided in this Agreement to extend the time to perform any of the obligations of Developer described in Section 5 hereof; and
- (2) Failure by Developer, or any successor in interest, to pay real estate taxes or special assessments on the Property when due, and Developer fails to cure said default within thirty (30) days after written demand from Agency to do so.

- (b) **Remedies on Developer's Default.** Whenever any Event of Default by Developer occurs and is continuing, Agency may take any one or more of the following actions and/or any other action permitted in this Agreement:

- (1) Take whatever action at law or in equity may appear necessary or desirable to Agency to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement or covenant of Developer under this Agreement;
- (2) Retain all sums paid to Agency; or
- (3) Enforce performance and observance of any obligations, agreements, or covenants of the Developer under this Agreement, including, without limitation, the right to compel specific performance of such obligations, agreements and covenants.

- (c) **Events of Default by Agency.** The term “Event of Default” as used in this Agreement in reference to actions or omissions of Agency shall mean any one or more of the following events (and the term “default” shall mean any event which would, with the passage of time or giving of notice or both, be an “Event of Default” hereunder):

Failure by Agency to observe and perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder within thirty (30) days after written notice to Agency specifying such failure and requesting that it be remedied (or within such other period as otherwise expressly provided in this Agreement), or within such further period of time as is reasonably necessary to cure such failure, but only if Agency has within said thirty (30) days provided Developer with assurances reasonably deemed adequate by Developer that Agency will cure the failure as soon as is reasonably possible.

- (d) **Remedies on Agency's Default.** Whenever any Event of Default by Agency occurs and is continuing, Developer may take any one or more of the following actions and/or any other action permitted in this Agreement:

- (1) Take whatever action at law or in equity may appear necessary or desirable to Developer to enforce performance and observance of any obligation, agreement or covenant of Agency under this Agreement; and
- (2) Enforce performance and observance of any obligations, agreements, or covenants of Agency under this Agreement including, without limitation, the right to compel specific performance of such obligations, agreements and covenants.

- (e) **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Agency or Developer is intended to be exclusive of any other available remedy or remedies unless otherwise expressly stated, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law or in equity or by statute.

- (f) **Notice of Default.** In order to entitle Agency or Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required pursuant to the terms of this Section 12 or by appropriate law.

SEC. 12 COUNTERPARTS/ ELECTRONIC TRANSMISSION

This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same Agreement, may be transmitted via electronic means and shall be effective when fully executed by the Parties.

SEC. 13 MISCELLANEOUS PROVISIONS

- (a) **Notices.** All notices, certificates, requests or other communications required hereunder shall be sufficient only if given in writing and shall be deemed given on the date of service if delivered personally or by next day delivery, or three (3) days after mailing by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Agency:

City of Indianapolis, Department of Metropolitan Development
2042 City-County Building
200 East Washington Street
Indianapolis, Indiana 46204
Attention: Principal Program Manager -Brownfield Redevelopment Program
[currently: Piers.Kirby@indy.gov]

To Developer:

STEEL HOUSE RULES, LLC
1131 East 25th Street
Indianapolis, Indiana, 46205
Attention: Reid Litwack

With a Copy to:

Katz Korin Cunningham PC
334 N. Senate Avenue
Indianapolis, Indiana 46204
Attention: Michael J. Gabovitch

Either party may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

- (b) **Time is of the Essence.** Except for extensions of time resulting from Unavoidable Delay, the times for performance provided in this Agreement are essential due to the obligations and expenditures of the parties.
- (c) **Cooperation Between Parties.** Approvals required by either party shall not be unreasonably withheld, delayed or conditioned, except as otherwise expressly set forth herein.
- (d) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Agency and Developer, and their respective legal representatives, successors and assigns, subject to the terms and conditions of this Agreement.
- (e) **Merger and Modification.** This Agreement supersedes all prior negotiations and agreements, and, together with the Proposal, constitutes the **entire agreement** between the parties with respect to the subject matter hereof. No change,

amendment or modification to, or extension of or waiver of, any provision of or consent provided under this Agreement shall be valid unless such change, amendment, modification, extension, consent or waiver is in writing and signed by both parties to this Agreement or, in the case of consent or waiver, by the party granting the same. In the event of any conflict between the terms of this Agreement and the Proposal, the terms of this Agreement shall control.

- (f) **Severability**. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- (g) **Non-Merger Provisions**. None of the provisions of this Agreement, including, without limitation, the indemnification provisions set forth in Section 9 hereof, which are intended to be performed or completed after the Closing Date shall be merged by reason of deed or other conveyance, and any such deed or other conveyance shall not be deemed to affect or impair any of the provisions and covenants of this Agreement which are intended to be performed or completed after the Closing Date.
- (h) **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.
- (i) **Captions**. The captions of the various sections herein contained are solely for the convenience of the parties hereto and shall not be construed to interpret or limit the content of any provision or section of this Agreement.
- (j) **Non-Waiver**. No delay or failure to require performance of any provision hereunder shall be construed as a waiver of any of the party's rights, either of the subject provision, any continuing breach or later or other breach. However, without affecting other terms or provisions of this Agreement, any party may, in its sole discretion, waive in writing any requirement, covenant or condition herein established for the party's benefit. A delay in the exercise of any right hereunder shall not operate as a waiver of that right; and rights may be exercised as often as necessary to achieve expected performance hereunder. All rights and remedies under this Agreement are cumulative and are in addition to those otherwise provided by law.
- (k) **No Brokers**. Developer and Agency each represent and warrant to the other that neither has contracted with any broker, finder or other person nor has either incurred any brokerage or finder's fees or commissions related to this Agreement.
- (l) **Jurisdiction and Venue**. The Marion County, Indiana, courts shall have exclusive jurisdiction and venue for the resolution of any and all matters relating to this Agreement.

- (m) **Attorneys' Fees.** To the extent allowed by law, Developer shall be liable to Agency for reasonable attorneys' fees incurred by Agency in connection with the collection of any damages arising from the negligent or wrongful act or omission of Developer, or from Developer's failure to fulfill any provisions or responsibility provided herein.
- (n) **Language of Agreement.** This Agreement is the result of negotiations between the parties and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any party.
- (o) **Mutual Assistance.** The parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, and provide such additional information, attend such public hearings or meetings relating to the Properties or the subject matter of this Agreement, and take such additional actions, as reasonably may be required from time to time in order to effectuate the provisions and intent of this Agreement.
- (p) **No Liability.** No officer or employee of the Agency assumes personal liability arising out of the existence of this Agreement or the obligations of Agency hereunder.
- (q) **No Third-Party Beneficiaries and No Partnership or Joint Venture Created.** Each of the parties hereto agrees that nothing contained in this Agreement shall be deemed or construed by either of them, or by any third party, as creating any relationship of third party beneficiary, principal and agent, general partnership or joint venture or any other association or relationship between them. The terms and provisions of this Agreement are solely for the benefit of each of the parties hereto, their successors and permitted assigns, and shall not benefit in any manner any person not a party to this Agreement.
- (r) **Survival.** The parties acknowledge that certain terms herein are essential to desirable redevelopment of the Property and, expressly or by their nature, survive execution of the deed and any Release issued under this Agreement. These terms include, but are not limited to SEC. 1 (b), (d) and portions of SEC. 3 (a)(1).

SEC. 15 TERM

The term of this Agreement shall be for the period commencing on the Effective Date and continuing through the Fulfillment Date. For purposes of this Agreement, the "Fulfillment Date" shall mean the first to occur of (i) the date on which Developer Improvements are completed as evidenced by a Release, or (ii) the cancellation or termination of this Agreement as permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the day and year set forth below.

"DEVELOPER"
STEEL HOUSE RULES, LLC

By: [Signature]
Reid Litwack, Authorized Member

Date: October 3rd 2019

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

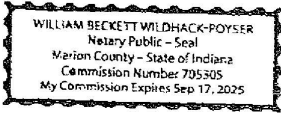
Before me, a Notary Public in and for said County and State, personally appeared Reid Litwack, Authorized Member of STEEL HOUSE RULES, LLC, an Indiana limited liability company, who, being first duly sworn, acknowledged the execution of the foregoing Agreement, for and on behalf of said limited liability company, as his voluntary act and deed and for the use and purposes contained therein.

Witness my hand and Notarial Seal this 3rd day of October, 2019.

My commission expires: Sept. 17th, 2025 (Signed) [Signature]

My County of Residence Marion County, State
of Indiana

My commission number: [if it does not appear on the seal /stamping device] _____



"AGENCY"

CITY OF INDIANAPOLIS, DEPARTMENT OF METROPOLITAN DEVELOPMENT

By: Emily Mack
Emily Mack, Director

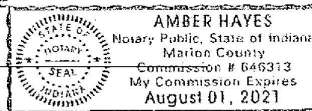
Date: October 7, 2019

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Emily Mack, Director of the City of Indianapolis, Department of Metropolitan Development, who, being first duly sworn, acknowledged the execution of the foregoing Agreement, as said Director, for and on behalf of City of Indianapolis, Department of Metropolitan Development, as her voluntary act and deed and for the use and purposes contained therein.

Witness my hand and Notarial Seal this 7th day of October, 2019.

My commission expires: August 01, 2021 (Signed) Amber Hayes
My County of Residence Marion County, State
of Indiana
My commission number: [if it does not appear on the seal /stamping device]



Approved as to Adequacy of Legal Form:

By: Sheila Elliott Kinney
Sheila Elliott Kinney, Assistant Corporation Counsel

This Instrument prepared by Office of Corporation Counsel 200 E. Washington Street, Suite 1601, Indianapolis, IN 46204.

I affirm, under the penalties for perjury, that I, Sheila Elliott Kinney, have taken reasonable care to redact each Social Security number in this document, unless required by law. Office of Corporation Counsel, 1601 City-County Building, 200 E. Washington Street, Indianapolis, IN 46204

Exhibit A
(Developer Proposal)

**PROPOSAL OF STEEL HOUSE RULES, LLC
IN RESPONSE TO**

**REQUEST FOR PROPOSALS (RFP)
(PUBLIC OFFERING - PROPERTY FOR PURCHASE)
RFP-BRP-01-18**

Industrial Property
2422-2430 Yandes Street

SUBMITTED SEPTEMBER 12, 2018

CONTENTS

- A. Copy of RFP
- B. Attachment #1 (Proposal for Purchase of Real Estate and Project Description)
- C. Addendum to Attachment #1 (Narrative Description)
- D. Lease between Steel House and DMD
- E. Attachment #2 (Statement of Bidder's Qualifications)

REQUEST FOR PROPOSALS (RFP)
(PUBLIC OFFERING – PROPERTY FOR PURCHASE)
RFP-BRP-01-18

Industrial Property
2422-2430 Yandes Street



City of Indianapolis
Joe Hogsett, Mayor

24 August 2018
Department of Metropolitan Development
Emily Mack, Director



CONTENTS
REQUEST FOR PROPOSALS (RFP) (PUBLIC OFFERING)

A.	Notice of Sale of Real Estate for Purchase	Page 3
B.	Instructions to Bidders	Page 5
C.	Offering Sheet	Page 8
	Attachment #1: Proposal for Purchase & Project Description	Page 10
	Attachment #2: Statement of Bidder's Qualifications	Page 13

Offering packet may be picked up in the City-County Building, 200 E. Washington Street, Room 2042, Indianapolis, Indiana on weekdays from 8:00 am until 5:00 pm. EST. Please direct questions about receiving packets to Piers Kirby at the above address, by phone at 327-5131, or via email at piers.kirby@indy.gov.

SECTION A: NOTICE OF SALE OF REAL ESTATE FOR

Notice is hereby given by the Department of Metropolitan Development (DMD), that on the **19th day of September, 2018** at 1 p.m., local time (EST), the Metropolitan Development Commission (MDC), in the Public Assembly Room of the City-County Building, 200 East Washington Street, Indianapolis, Indiana, will open and consider written offers for the purchase of certain property (the "Property").

The Property is generally described as space formerly known as Titan Industries, located at 2422-2430 Yandes Street.

The MDC may reject any or all proposals or may make award(s) to the highest and best bidder. In determining the best proposal, the MDC will take into consideration the following factors:

- Description and character of the proposed use(s)
- Proposed purchase price and terms, including square footage, insurance, security *etc.* appropriate to the proposed use
- Compatibility of the proposed use with the I-4 Heavy Industrial zoning designation
- Any economic development benefits from the purchaser's uses, such as:
 - number of jobs to be created
 - amount of construction investment
 - projected average hourly wages for employees
- Bidder's Experience and Qualifications with respect to the proposed use
- Bidder's demonstrated financial responsibility (financial statements, prior projects, *etc.*)
- Any other factors that will assure the commission that the sale, if made, will further the execution of the redevelopment plan and best serve the interest of the community, from the standpoint of both human and economic welfare.
- Bidder's willingness to enter into Project Agreement, with consideration of the above factors.

LEGAL DESCRIPTION

NOTE: For purposes of the preparation of these descriptions, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from the public assessor records.

2422 Yandes Street

Size: approximately 1.87 acres

Local Parcel # 1090862

Current zoning: I-4

Legal Description:

BRUCE BAKER ADD L3 TO L7 ALSO 15FT N SIDE L2 B13 + 19FT S SIDE L8 B15 VAC ALLEY W & ADJ 299FT S SIDE L1 B16 EX 88FT S END

2430 Yandes Street

Size: 0.41 acres

Local Parcel # 1100064

Current zoning: I-4

Legal Description:

BRUCE BAKER ADD L9 & 21 FT N SIDE L8 B15 ALSO 61FT MID PT OF B16 & VAC ALLEY ADJ

1. Offering packet may be picked up in Room 2042, City-County Building, 200 E. Washington Street, Indianapolis, Indiana between the hours of 8:00 am and 5:00 pm weekdays beginning on ~~August 24th, 2018~~. Please direct questions about receiving packets to Piers Kirby at this location address, by email at piers.kirby@indy.gov, or at 327-5131. Items included in offering packet:
 - Section B: Instructions to Bidders
 - Section C: Offering Sheet
 - Attachment #1: Proposal for Redevelopment & Project Description / Purchase Terms
 - Attachment #2: Statement of Bidder's Qualifications
2. Offers submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each:
 - Beneficiary of the trust; and
 - Settler empowered to revoke or modify the trust.
3. Bidders must submit sealed offers containing the following materials: (1) original copy of the Proposal; three (3) additional print copies; one (1) electronic copy on CD-ROM.

All submissions to this RFP must be made to Room 2042, City-County Building, 200 E. Washington Street, Indianapolis, Indiana 46204 by 12:00 noon EST on September 14th, 2018.

End of Section A: Notice of Real Estate for Sale

SECTION B: INSTRUCTIONS TO BIDDERS

Industrial Land

2422-2430 Yandes Street

Department of Metropolitan Development
Indianapolis-Marion County, Indiana

1. **GENERAL:** In accordance with Indiana law, the Metropolitan Development Commission (the "MDC") is offering for sale ("Sale") the property described in the Offering Sheet included in this bid package (the "Property").
 - a. The notice of the Property for sale was published in *The Indianapolis Star* and *The Court and Commercial Record*. The Sale will be governed by MDC procedures; and all proposals must be prepared and submitted in accordance with these procedures to qualify for consideration by the MDC.
 - b. Depending on the proposal, the Sale may require a **Project Agreement**, which shall set forth the nature of any development of the Property. If so, bidder shall execute such an agreement with the Department of Metropolitan Development (the "DMD"), on behalf of the MDC, within sixty (60) days of the acceptance of the bids.
 - c. The **Offering Sheet** for the Property states the **minimum offering price and other essential terms**. Bidders must make an offer of **at least the minimum purchase price of Four Hundred Thousand Dollars (\$400,000)** and address the essential terms requested on the Offering Sheet.
 - d. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each: (A) beneficiary of the trust; and (B) settler empowered to revoke or modify the trust.
 - e. In order to enable bidders to locate and identify the property offered, the DMD has made available the **disposition map** of the area showing the size and location of the Property being offered.
2. **SEALED OFFERS:** Sealed written offers, in accordance with these Instructions to Bidders and on the forms attached hereto, will be received by the DMD in Room 2042 of the City-County Building, until 12:00 noon EST on September 14th, 2018. Each bidder shall submit one original proposal, 3 print copies, and 1 electronic copy on CD-ROM. The DMD will publicly open and consider all written offers at a public meeting of the MDC at **1:00 p.m. EST on September 19th, 2018, in the Public Assembly Room of the City-County Building.** All exhibits, drawings, renderings and other material to be used in such presentation that are in addition to the sealed bid shall be deposited by each bidder at the time of the submission of the written offers and shall be retained by the DMD. Within ten (10) days after an award is made, unsuccessful bidders may pick up their supplemental exhibits, after which date all remaining materials will be disposed of in any manner the DMD deems appropriate.

All exhibits and graphics of the successful bidder(s) remain the property of the DMD. The successful bidder(s), however, may arrange to borrow the graphics for other presentations.

3. **FORM OF OFFER:** Every offer must be made on the forms attached hereto. Any additional information should be submitted as an attachment to the form(s) provided.
4. **EXPLANATIONS WRITTEN AND ORAL:** Should a bidder find any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or should the bidder have questions regarding any aspect of this offering, the bidder shall submit written questions to Piers Kirby, Principal Program Manager, DMD, at the City County Building, Suite 2042, 200 E. Washington Street, Indianapolis, IN 46204 or email to: piers.kirby@indy.gov **by 5:00 pm EST on September 7th, 2018.**
5. No oral interpretation or oral instructions will be made to any bidder as to the meaning of the bid packet or any part thereof. Every request for such an interpretation or instructions shall be made in writing or emailed to the DMD no later than **5:00 pm EST on September 7th, 2018.** The DMD intends to respond in writing or email to all questions that will be an addendum to the bid packet, to be published on **September 11th, 2018.** Such information will be provided to all bidders receiving a bid packet and when issued will be on file in Room 2042 of the City-County Building. All such addenda shall become part of the bid packet, and all bidders shall be bound by such addenda, whether or not received by the bidder. In the event that no questions are received, no addenda will be published. The DMD, its representatives, employees, or agents will not be responsible for any oral instructions and/or interpretations.
6. **REJECTION OR ACCEPTANCE OF OFFERS:** The MDC reserves the right to accept, reject, or table any and/or all offers. If the MDC accepts an offer, the successful bidder(s) shall begin negotiating the Sale and Project Agreement, if any, within ten (10) days after such bidder is notified of acceptance.
7. **PURCHASE PRICE AND OTHER TERMS:** The purchase price of the Property to be purchased under **the terms of this offering shall not be less than the minimum purchase price of Four Hundred Thousand Dollars (\$400,000)** as shown on the Offering Sheet, or as allowed by Indiana law.
8. **HIGHEST AND BEST OFFER:** In determining the highest and best offer, the DMD, on behalf of the MDC, shall take into consideration the following: the purchase price offered, any project description, economic development benefits, compliance with the Request for Proposals, experience and qualifications of the bidder(s), and the readiness to enter into a Project Agreement, if any. Satisfying these factors will assure the DMD and the MDC that the Purchase, if made, will best serve the interests of the community both from the standpoint of human needs and economic values.
9. **DEVELOPMENT PLAN/ PURCHASE TERMS:** Bidder shall submit an Attachment #1 Proposal for Purchase of Real Estate with a Project Description, as well as any exhibits,

10. drawings, renderings, plans, and other material that illustrate the development plan proposed and any other pertinent information the bidder may wish to submit to further illustrate his/her proposed development plan; and it will be deposited with the DMD. Bidders are suggested to limit development plans to no more than ten (10) pages.

END OF SECTION B: INSTRUCTIONS TO BIDDERS

SECTION C: OFFERING SHEET

**METROPOLITAN DEVELOPMENT COMMISSION
Indianapolis-Marion County, Indiana**

**Purchase of Industrial Property
2422-2430 Yandes Street**

The Department of Metropolitan Development (the "DMD"), on behalf of the Metropolitan Development Commission (MDC), is willing to entertain proposals for purchase of the property, described as follows:

Legal Description:

NOTE: For purposes of the preparation of these descriptions, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from the public assessor records.

2422 Yandes Street

Size: approximately 1.87 acres

Local Parcel # 1090862

Current zoning: I-4

Legal Description:

BRUCE BAKER ADD L3 TO L7 ALSO 15FT N SIDE L2 B13 + 19FT S SIDE L8 B15 VAC ALLEY W & ADJ 299FT S SIDE L1 B16 EX 88FT S END

2430 Yandes Street

Size: 0.41 acres

Local Parcel # 1100064

Current zoning: I-4

Legal Description:

BRUCE BAKER ADD L9 & 21 FT N SIDE L8 B15 ALSO 61FT MID PT OF B16 & VAC ALLEY ADJ

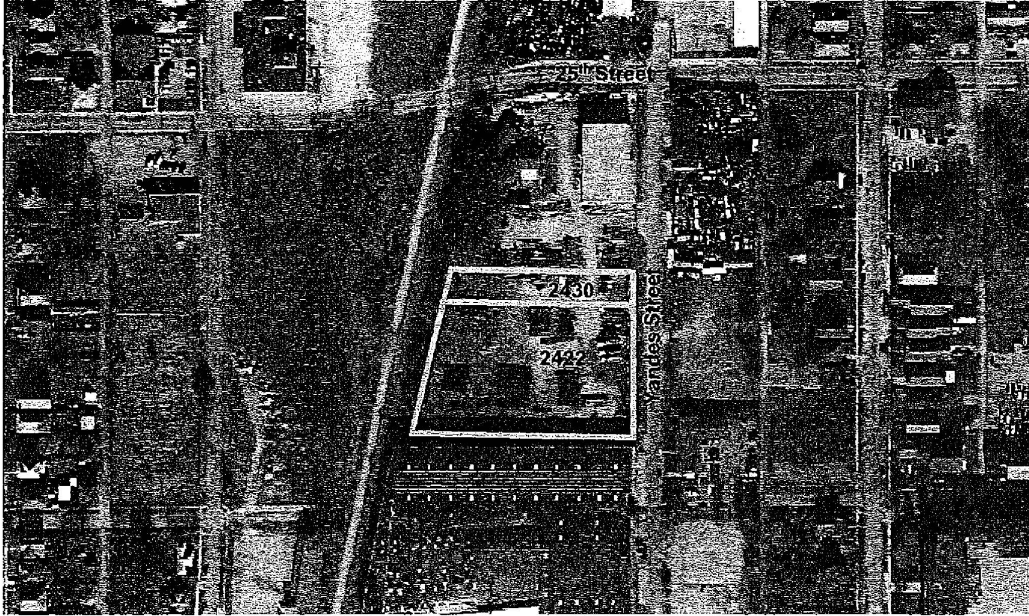
The DMD will publicly open all written offers at 1:00 P.M. EST on September 19th, 2018 at the MDC meeting in the Public Assembly Room, second floor of the City-County Building, 200 East Washington Street. The DMD and/or its representatives and agents will then review all proposals and make a recommendation to the MDC, which will make an award or reject all offers at a subsequent MDC meeting. The bidder(s) shall prepare a bid for the purchase of the offered Property. The Commission will review and analyze offers to purchase this Property with the following conditions and priorities:

1. **The current zoning is I-4.**
2. Any development of the Property should be compliant with the Marion County Comprehensive Plan.
3. **Purchase and Project Agreement ("Project Agreement"):** The successful Bidder(s) must

be prepared to enter into a **Project Agreement** with the DMD, which shall contemplate the purchase of the Property and all terms related to the transfer and proposed development/use of the Property. Any **Project Agreement** shall contemplate all easement agreements related to the Project, and shall set forth the nature of the development of the Property. The Project Agreement may contain goals regarding the use of woman-, minority-, Veteran- or disability-owned businesses by the successful bidder, and may also contain requirements regarding the use of project labor agreements and/or other labor standards. All agreements shall incorporate the requirements stated in this RFP and shall contain a compliance with laws term requiring adherence to all federal, state and local laws, rules and regulations, guidance and notices. By delivery of the Offering Sheet, the Bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the Bidder and the DMD cannot reach agreement on a form of Project Agreement on or before sixty (60) days following the acceptance of the bid of such successful bidder, then, at DMD's sole option, such successful bidder shall have no further rights (development or otherwise) in or to the Property and the DMD may re-offer the Property or otherwise dispose of the same as permitted by law.

4. **Minimum Offering Price:** Bidders must make an offer of at least the minimum purchase price of Four Hundred Thousand Dollars (\$400,000).
5. **Environmental Regulatory Status:** All portions of the Property are currently enrolled in the Indiana Department of Environmental Management (IDEM) Voluntary Remediation Program (VRP) to address legacy environmental issues. Successful bidders will demonstrate their capacity to exercise appropriate care regarding environmental issues, and their willingness to be a co-applicant with the City in the VRP. Further, the successful bidder must agree to conduct all appropriate inquiries and take all other steps required to obtain and maintain "bona fide prospective purchaser" status in accordance with federal Environmental Protection Agency requirements.

DISPOSITION MAP



**Attachment #1
PROPOSAL FOR PURCHASE OF REAL ESTATE & PROJECT DESCRIPTION**

2422 Yandes Street

Size: approximately 1.87 acres

Local Parcel # 1090862

Current zoning: I-4

Legal Description:

BRUCE BAKER ADD L3 TO L7 ALSO 15FT N SIDE L2 B13 + 19FT S SIDE L8 B15 VAC ALLEY W
& ADJ 299FT S SIDE L1 B16 EX 88FT S END

2430 Yandes Street

Size: 0.41 acres

Local Parcel # 1100064

Current zoning: I-4

Legal Description:

BRUCE BAKER ADD L9 & 21 FT N SIDE L8 B15 ALSO 61FT MID PT OF B16 & VAC ALLEYADJ

PROPOSED USE*:

BIDDER'S OFFER:

BIDDER'S NAME:

(Corporate Name or Authorized Representative)

BIDDER'S ADDRESS:

* Attach additional sheets if necessary (10pages maximum). Detailed description of proposal should be submitted herewith as a part of Attachment #1, "Proposal for Purchase of Real Estate & Project Description".

Attachment #1 (Cont.)

PROPOSAL FOR PURCHASE & PROJECT DESCRIPTION

PROJECT DESCRIPTION

Please provide a narrative description, as well as any maps, drawings, or other renderings available of the project proposed, including the specific information requested below. Please limit response to no more than 10 pages.

1. Identify the scope of proposed use/development, as well as whether proposed development includes any other arrangements which include adjacent or nearby properties.
2. Describe the type of proposed construction, if any. The development plan should anticipate installation of appropriate screening along the western property border.
3. Provide a development schedule and cost analysis with regard to each stage and/or part of the proposed project.
4. Provide bidder's preliminary plan to finance the acquisition/project. A detailed financial plan including funding types and sources, any proposed public participation in the financing, evidence of solvency and financial stability will be required prior to project award.

The undersigned having familiarized itself with the present conditions on the Property identified in Section C: Offering Sheet – Legal Description, hereby offers to purchase from the DMD, that certain Property in the City of Indianapolis, Indiana, described in RFP-BRP-01-18

I certify that I am authorized to represent the bidder.

**Attachment #1 (Cont.)
PROPOSAL FOR PURCHASE OF REAL ESTATE & PROJECT DESCRIPTION**

IN WITNESS WHEREOF, the undersigned has caused its name and seal to be subscribed this _____ day of _____, 2018.

RESPECTFULLY SUBMITTED,

BIDDER: _____
(Name of Firm or Individual)

BY: _____
(Signature)

(Printed Name)

(Title)

ADDRESS: _____
(Street)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

Acceptance or rejection of this proposal shall be sufficiently delivered if: (i) deposited with the United States Postal Service by certified mail, postage pre-paid, return receipt requested; (ii) delivered personally to the bidder at the address set forth in the following; or (iii) emailed to the bidder at the email address set forth in the following.

ATTACHMENT #2

STATEMENT OF BIDDER'S QUALIFICATIONS

The successful bidder(s) must demonstrate that it/they have the industry, knowledge, experience and financial capability to successfully meet the terms of a project agreement. Supply the following information regarding bidder's ability and capacity to purchase the Property and to develop any project as described in Attachment #1. If the information is not relevant to your Purchase proposal, please mark "NA" after the numbered item.

1. Name and permanent address of bidder.
2. Please indicate the type of organization and legal description of entity, if not an individual doing business in his or her own name, and the legal name of such entity, if not indicated above (i.e., corporation, non-profit or charitable institution or corporation, partnership, business association or joint venture, government or instrumentality thereof, or other).
3. Indicate whether the entity is a subsidiary of or affiliated with any other corporation or any other firm or firms and, if so, please list such corporation by firm or address, specify its relationship with the bidder, and identify the officers and directors or trustees common to the bidder and such other corporation or firm.
4. Date and place of creation of the legal entity submitting this bid.
5. Name(s), address(es), title(s) of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the bidder, other than a government agency or instrumentality, as set forth below:
 - a. If the bidder is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.
 - b. If the bidder is a non-profit, charitable institution, or corporation, the members of the board of trustees or board of directors, or similar governing body.
 - c. If the bidder is a partnership, each partner, whether general or limited partner, and either the percent of interest or a description of the character and extent of interest.
 - d. If the bidder is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
 - e. If the bidder is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.
6. General character of work usually performed by bidder.
7. Experience of development team in projects similar to the proposed project.
8. Experience in design and construction of facilities similar to the proposed project.
9. List of pertinent projects which team has designed and constructed.
10. Whether team intends to joint venture or subcontract with other firms, and, if so, the names and qualifications of such firms.
11. Evidence of the financial capability of the team to obtain necessary financing, performance bonds, and insurance to develop the project. A full financial statement may be required

prior to project award. Bidder may request that the financial statement be held as confidential information to the extent possible under applicable public access laws.

**Attachment #1
PROPOSAL FOR PURCHASE OF REAL ESTATE & PROJECT DESCRIPTION**

2422 Yandes Street

Size: approximately 1.87 acres

Local Parcel # 1090862

Current zoning: I-4

Legal Description:

BRUCE BAKER ADD L3 TO L7 ALSO 15FT N SIDE L2 B13 + 19FT S SIDE L8 B15 VAC ALLEY W
& ADJ 299FT S SIDE L1 B16 EX 88FT S END

2430 Yandes Street

Size: 0.41 acres

Local Parcel # 1100064

Current zoning: I-4

Legal Description:

BRUCE BAKER ADD L9 & 21 FT N SIDE L8 B15 ALSO 61FT MID PT OF B16 & VAC ALLEY ADJ

PROPOSED USE*: See attached Addendum to Attachment #1

BIDDER'S OFFER: \$400,000.00

BIDDER'S NAME: Steel House Rules, LLC
[Corporate Name or Authorized Representative]

BIDDER'S ADDRESS: 1131 East 25th Street, Indianapolis, IN 46205

* Attach additional sheets if necessary (10pages maximum). Detailed description of proposal should be submitted herewith as a part of Attachment #1, "Proposal for Purchase of Real Estate & Project Description".

**Attachment #1 (Cont.)
PROPOSAL FOR PURCHASE & PROJECT DESCRIPTION**

PROJECT DESCRIPTION

Please provide a narrative description, as well as any maps, drawings, or other renderings available of the project proposed, including the specific information requested below. Please limit response to no more than 10 pages.

1. Identify the scope of proposed use/development, as well as whether proposed development includes any other arrangements which include adjacent or nearby properties.
2. Describe the type of proposed construction, if any. The development plan should anticipate installation of appropriate screening along the western property border.
3. Provide a development schedule and cost analysis with regard to each stage and/or part of the proposed project.
4. Provide bidder's preliminary plan to finance the acquisition/project. A detailed financial plan including funding types and sources, any proposed public participation in the financing, evidence of solvency and financial stability will be required prior to project award.

The undersigned having familiarized itself with the present conditions on the Property identified in Section C: Offering Sheet – Legal Description, hereby offers to purchase from the DMD, that certain Property in the City of Indianapolis, Indiana, described in RFP-BRP-01-18

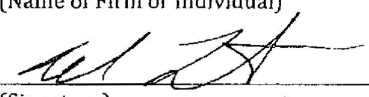
I certify that I am authorized to represent the bidder.

**Attachment #1 (Cont.)
PROPOSAL FOR PURCHASE OF REAL ESTATE & PROJECT DESCRIPTION**

IN WITNESS WHEREOF, the undersigned has caused its name and seal to be subscribed this 11th
day of September, 2018.

RESPECTFULLY SUBMITTED,

BIDDER: Steel House Rules, LLC
(Name of Firm or Individual)

BY: 
(Signature)

Reid Litwack
(Printed Name)

Manager
(Title)

ADDRESS: 1131 East 25th Street
(Street)

Indianapolis, Indiana 46205
(City, State, Zip Code)

(317) 694-3815
(Telephone Number)

rlitwack@aol.com
(Email Address)

Acceptance or rejection of this proposal shall be sufficiently delivered if: (i) deposited with the United States Postal Service by certified mail, postage pre-paid, return receipt requested; (ii) delivered personally to the bidder at the address set forth in the following; or (iii) emailed to the bidder at the email address set forth in the following.

**ADDENDUM TO ATTACHMENT #1
PROPOSAL FOR PURCHASE OF REAL ESTATE AND PROJECT DESCRIPTION**

**RESPONSE TO REQUEST FOR PROPOSALS (PUBLIC
OFFERING-PROPERTY FOR PURCHASE) RFP-BRP-01-18**

Industrial Property

2422-2430 Yandes Street (the "Property")

BIDDER BACKGROUND:

Steel House Rules, LLC ("Steel House") and its affiliate, Steel House, LLC (collectively, the "Steel House Companies"), operate the only locally-owned steel service center, fabrication shop, and metal retail store for contractors, businesses, homeowners, and the construction industry. The Steel House Companies have been proud Indianapolis construction industry fixtures since 1989 and have grown from 22 to 39 employees in just the last 2 ½ years and have annual revenue of more than \$10,000,000. More than 50% of the employees of the Steel House Companies reside in Marion County.

SUMMARY PROPOSAL:

Steel House hereby submits its bid and proposal for the Property in the amount of \$400,000, with the expectation of additional investment in the Property of approximately \$500,000 in the construction and equipping of an 8,000 square foot installation and fabrication building on the Property. **Steel House imposes absolutely no financing contingency on its proposal and would be prepared to enter into a Project Agreement incorporating all terms of its bid as soon as a Project Agreement is prepared.**

Further, there would be no financing contingency for construction of the installation and fabrication building and the building and its use would be in strict compliance with the Marion County Comprehensive Plan and all I-4 Heavy Industrial Development Standards. In addition to any screening required by the Development Standards, Steel House would commit to appropriate landscaping and screening along the Monon Trail on the western boundary of the Property. Subject to general economic conditions beyond the control of Steel House, Steel House would expect to commence construction within twenty-four (24) months following closing on the sale of the Property and to complete construction

approximate nine (9) to twelve (12) months following commencement. Again, there would be no contingency for financing the construction or equipping of the building.

STEEL HOUSE HAS DEMONSTRATED A PRIOR COMMITMENT TO THE PROPERTY:

Steel House is the owner and operator of the real estate adjacent to the Property, commonly known as 1131 East 25th Street (the "Steel House Property"). Further, Steel House has leased the Property for more than 15 years and is presently the Tenant of the Property pursuant to a Lease dated June 30, 2015 (the "Lease"), between Steel House and the Consolidated City of Indianapolis, Indiana, by and through its Department of Metropolitan Development ("DMD") pursuant to which Steel House pays DMD rent in the amount of \$18,000 annually and is also responsible for any property taxes on the Property. A copy of the Lease is included with this Response. Steel House has not been able to further develop the Property as the Lease expressly restricts Steel House' use of the Property solely for the purpose of storing materials thereon in support of Steel House' business operations on the Steel House Property. However, in contrast with any other bidders, Steel House has, over the last three (3) years under the Lease, demonstrated its ability to honor its commitments to DMD by timely paying its rent and at all times fully cooperating with DMD's activities at the Property as the Landlord under the Lease.

ECONOMIC DEVELOPMENT BENEFITS:

Steel House presently employs seven (7) full time workers to run its operations relating to the use of the Property under the Lease. Were Steel House to lose the Property as a result of this RFP, those operations would necessarily cease and the seven (7) employees would, regrettably, have to be laid off. If, however, Steel House is awarded the Property, it would allow Steel House to construct the installation and fabrication building and expand operations, resulting in an estimated twelve (12) to fifteen (15) additional jobs at an average hourly starting wage of approximately \$21.00. So, the loss of the Property would cause a net loss of seventeen (17) jobs (current and future). It is important to note that Steel House' biggest competitor in this area of its operations is in Columbus, Ohio, which means that the lost business at Steel House would likely move out of state and the lost jobs would not be replaced by new jobs in Indiana.

Further, Steel House is committed to inclusive growth opportunities in its hiring practices and has demonstrated its support of the local trades educational programs by its participation in the IPS Career & Technology Center welding program at Arsenal Technical High School. Steel House has had recent success with hires from the program and would continue to work with the program and hire additional graduates if awarded the Property.

ENVIRONMENT COMPLIANCE:

As required by the RFP, Steel House, throughout the term of the Lease, has consistently demonstrated its capacity and commitment to exercise appropriate care regarding

environmental issues. Further, while Steel House assumes the City will continue to bear the costs of the environmental remediation, Steel House hereby commits to becoming a co-applicant with the City in the Indiana Department of Environmental Management Voluntary Remediation Program. Steel House also agrees to conduct all appropriate inquiries and take all other steps required to obtain and maintain "bona fide prospective purchaser" status in accordance with federal Environmental Protection Agency requirements.

PROJECT AGREEMENT:

Steel House commits to entering into a Project Agreement with the DMD, immediately following award of the bid, to document the purchase of the Property and all terms related to the transfer and proposed development and use of the Property by Steel House or its affiliated nominee. Steel House understands that the Project Agreement may contain, together with additional terms and conditions, the following provisions:

- Goals regarding the use of woman-, minority-, Veteran-, or disabled- owned businesses
- Compliance with all laws
- Representations and Covenants of Steel House
- Incorporation of all commitments made by Steel House in this Proposal including, without limitation:
 - Scope of improvements and timing for completion
 - Magnitude of investment
 - Employment goals, including number of employees and average wage
 - Environmental indemnity/covenant not-to-sue
 - Landscaping/screening commitments
 - Use restrictions

QUESTIONS/ADDITIONAL INFORMATION:

Steel House is available to answer any questions regarding this Proposal and will provide any further required evidence of solvency and financial stability upon request.

Please direct inquiries to:

Reid Litwack, Manager
Steel House Rules, LLC
1131 East 25th Street
Indianapolis, IN 46205
(317) 694-3815

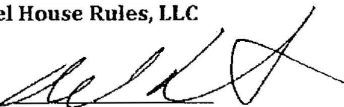
Michael J. Gabovitch, Esq.
Katz Korin Cunningham PC
334 N. Senate Avenue
Indianapolis, IN 46294
(317) 464-1100

The undersigned having familiarized itself with the present conditions on the Property identified in Section C: Offering Sheet - Legal Description, hereby offers to purchase from the DMD, that

certain Property in the City of Indianapolis, Indiana, described in RFP-BRP-01-18.

I certify that I am authorized to represent the bidder.

Steel House Rules, LLC

By: 
Reid Litwack, Manager

KB 13519
[Signature]

Lease

This Lease ("Lease") is made and entered into by and between the Consolidated City of Indianapolis, Indiana, ("City"), by and through its Department of Metropolitan Development ("DMD") acting for and on behalf of the Metropolitan Development Commission of Marion County, Indiana, in its capacity as the Redevelopment Commission of the City of Indianapolis, Indiana, a municipality whose address is 200 East Washington Street, Room 2042 ("Landlord") and STEEL HOUSE RULES, LLC, ("Tenant"). The signatories for the Landlord and Tenant warrant that they have been duly authorized to execute leases on behalf of the Landlord and Tenant respectively. Landlord's authority is by Resolution No. 2015-R-020, a copy of which is attached hereto as Attachment A.

WHEREAS, DMD presently owns the contiguous parcels commonly known as 2422 Yandes Street (Parcel # 1090862) and 2430 Yandes Street (Parcel #1100064) and more particularly described as:

(Parcel # 1090862)
BRUCE BAKER ADD L3 TO L7 ALSO 15FT N SIDE L2 B13+ 19FT S SIDE L8 B15 VAC ALLEY W & ADJ 299 FT S SIDE L1 B 16 EX 88 FT S END

and

(Parcel #1100064)
BRUCE BAKER ADD L9 & 21FT N SIDE L8 B15 ALSO 61FT MID PT OF B16 & VAC ALLEY ADJ which are situated in the City of Indianapolis, County of Marion, State of Indiana ("City Property"); and

WHEREAS, the Tenant is the present owner of record for the adjacent property commonly known as 1131 East 25th Street ("Tenant Property"); and

WHEREAS, the Tenant has a business located on the Tenant Property and desires to lease the City Property to utilize for the sole purpose of storing materials in support of Tenant's business.

NOW, THEREFORE, in consideration of the promises and obligations specified in this Lease, the Landlord and Tenant agree as follows:

1. **Description of Premises Leased**

Tenant acknowledges that it has been storing steel I-beams for its business on the City Property directly adjacent to Tenant's property at 1131 E. 25th Street. The City Property shall constitute the premises which are the subject of this Lease ("Leased Premises.")

2. **Term of Lease**

This Lease shall be effective upon full execution and shall terminate upon notice from Landlord to Tenant as provided herein.

3. **Consideration and Payment**

The agreed rent shall be \$1500 per month, totaling \$18,000 per year. The full year's rent shall be due and payable in advance on the first day of the month following execution of the Lease and

annually thereafter. Payment shall be by check made out to the Department of Metropolitan Development-Brownfield Redevelopment Program and delivered to the Landlord's address above to the attention of the Assistant Administrator for the Brownfield Redevelopment Program. In the event of termination, any prepaid rent will be refunded based on the date of Tenant's satisfactory surrender of the Leased Premises.

Tenant shall be responsible for any property taxes assessed with respect to the Leased Premises in conjunction with this Lease. Such payments should be made directly to the Marion County Treasurer.

4. Uses by the Tenant

- A. Tenant agrees that the Leased Premises will be used and occupied only for outside storage for its business adjacent to the Leased Premises and that it will not alter the current nature of the storage or use of the Leased Premises without prior written notice to and prior written approval from the City.
- B. Tenant shall not make any alterations, additions, or improvements on or to the Leased Premises except as specifically allowed by a separate written agreement between Landlord and Tenant.
- C. Tenant agrees to use the Leased Premises in compliance with all federal, state and local laws, rules and regulations, including, but not limited to all code requirements, and all provisions required thereby are incorporated herein by reference. Tenant represents that it is and shall remain current on all property taxes due in the State of Indiana, including any assessed in conjunction with this Lease, and that it not subject to any current or outstanding criminal, civil, or enforcement actions initiated by any governmental entity.
- D. Tenant's use of the Leased Premises shall not impede, obstruct, block or in any other manner impair the use of the Monon Trail. Tenant shall be liable for and agrees to pay Landlord for the costs associated with any damage to the City Property, Monon Trail or any property located on the Monon Trail, which damage is caused by or associated with Tenant's use of the Leased Premises.

5. Access

Tenant acknowledges that Landlord's intent is to cleanup and redevelop the City Property and that this Lease is only to accommodate Tenant's business need for as long as possible consistent with those purposes. This Lease gives Tenant non-exclusive and revocable access to the Leased Premises; and Landlord shall continue to access the City Property, including the Leased Premises, as necessary to further its cleanup and redevelopment. Should Landlord anticipate any necessary access to or use of the Leased Premises that might interfere with Tenant's use thereof, Landlord will endeavor to provide notice to Tenant. Otherwise, subject to its right to terminate or suspend the Lease as described below, Landlord shall allow Tenant access to the Leased Premises for the purpose of storing and moving its stored materials.

6. Indemnification and Covenant Not-to-Sue

Tenant shall indemnify and hold harmless Landlord from and against all damages, claims, and liability arising from or connected with Tenant's control or use of the Leased Premises, including without limitation, any damage or injury to person or property. The indemnification provided by this section shall include Landlord's reasonable costs, damages or other expenditures and shall specifically include

attorney's fees and expenses related to any accident, damage, or injury caused to any person or property on or about the Leased Premises which is not due to negligence on the part of the Landlord, or Landlord's employees, agents, contractors, or representatives. Landlord shall not provide indemnification to Tenant. Further, Tenant covenants not to sue the City and/or DMD, or their respective officers, employees, agents and other representatives, for any claims for damages arising out of activities related to the Leased Premises. The indemnification and covenant provided under this Section shall survive the termination of this Lease.

7. Insurance

The Tenant shall, as a condition precedent to this Lease, purchase and thereafter maintain such insurance as will protect it and City/DMD from the claims set forth below which may arise out of or result from the use of the Leased Premises during this Lease, whether such operations be by Tenant or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Tenant's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)	
Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$100,000.00 (each occurrence)
Medical Expense Limit	\$5,000.00
Personal and Advertising Injury Limit	\$500,000.00
General Aggregate Limit	\$2,000,000.00
	(other than products completed operations)
Products/Completed Operations	\$1,000,000.00
B. Auto Liability	
	\$1,000,000.00
	(combined single limit)(owned, hired & non-owned)
Injury & property damage	\$1,000,000.00 each accident
C. Excess/Umbrella Liability	
	\$1,000,000.00
	(each occurrence and aggregate)
D. Worker's Compensation & Disability	
	Statutory
E. Employer's Liability	
Bodily Injury Accident	\$100,000.00 each accident

Bodily Injury by Disease	\$100,000.00 each employee
Bodily Injury by Disease	\$500,000.00 policy limit

Certificates of Insurance, naming the City of Indianapolis as an "additional insured," (A, B, and C, only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City promptly upon execution of the Lease. Insurance must be provided by A rated or better vendors according to AM Best Company, Inc. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

Tenant acknowledges and agrees that Landlord will not provide insurance or any compensation for injury or damage to Tenant, its staff or invitees in conjunction with their use of the Leased Premises and will not provide insurance or any compensation for injury or damage to Tenant's property, whether being stored on the Leased Premises, being moved to or from the Leased Premises or otherwise.

8. Waivers

Notwithstanding any other provision of this Lease to the contrary, Tenant hereby waives any rights of recovery against Landlord for injury or loss on account of hazards covered by insurance required to be carried under this Lease to the extent of the amount of insurance proceeds Tenant receives, is entitled to receive, even if in excess of the amounts above, or would have received had Tenant maintained the required coverage.

All insurance policies required to be carried by Tenant for the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against Landlord to the extent rights have been waived by the insured before the occurrence of injury or loss, whether pursuant to this Section or otherwise.

9. Assignment and Successors.

Tenant shall not transfer, assign or otherwise convey its interest in this Lease, or permit the use or occupancy of any part of the Leased Premises, by anyone other than the Tenant. This Lease shall not run with the land and is intended for the sole benefit of the Tenant and not for the Tenant Property.

The covenants, agreements, and provisions of this Lease Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, legal and personal representatives and administrators. Tenant, at its election and at its sole cost and expense, may prepare and record in the Office of the Recorder of Marion County, Indiana, a Memorandum of Lease setting forth the basic terms hereof, and Landlord agrees to execute such Memorandum of Lease upon request.

10. Termination and Surrender

A. Landlord may terminate or suspend the terms of this Lease at will. Landlord may need to temporarily suspend Tenant access to the Leased Premises in order to carry out cleanup activities or may terminate the Lease in conjunction with another planned use for the Leased Premises. Landlord acknowledges that Tenant will need time to prepare for temporary or permanent loss of access to the

Leased Premises and that there may be costs to move Tenant's stored materials if the notice period is relatively short. Landlord will endeavor to give as much advance notice as possible and may, in its sole discretion, negotiate a rent adjustment in the event of termination or suspension.

- B. Upon notice of termination or suspension of this Lease, Tenant shall remove all of its materials and other movable personal property and surrender the Leased Premises to Landlord. In the event that the Tenant continues in possession of the Leased Premises after the Lease has been terminated or suspended, Tenant shall be in default and Landlord may, but shall not be obligated to, arrange for removal of all Tenant's materials and other movable personal property. The costs of such removal shall be Tenant's obligation pursuant to this Lease, and Landlord may pursue all legal remedies for defaults hereunder. Tenant shall not be entitled to any set-off for the value of materials removed according to this provision.

11. Default

A. Events of Default:

Tenant shall be in default under this Lease for:

-- failure to pay any installment of the rent or any other amount due within ten (10) days of the date it is due. Note: Except for rent, all other payments due hereunder are payable on demand by Landlord.

-- failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant

--abandonment of its stored materials on the Leased Premises; or

--the occurrence of:

- 1) An involuntary petition in bankruptcy against Tenant and the failure of Tenant, in good faith, to promptly commence and diligently pursue action to dismiss the petition;
- 2) A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other relief of the same or different kind under any provision of the Bankruptcy Act, and failure of Tenant in good faith to promptly commence and diligently pursue action to dismiss the petition;
- 3) Tenant's filing a petition for bankruptcy or a general assignment for the benefit of creditors.

Landlord shall be in default under this Lease for failure to perform any of its obligations under this Lease and, if curable, the failure to cure the default for sixty (60) days after notice thereof.

B. Remedies upon Event of Default.

Tenant-- In the event of any default by Landlord, Tenant may terminate this Lease.

Landlord--In the event of any default by Tenant, Landlord may exercise any right or remedy available at law or in equity in addition to removal of all property remaining on the Leased Premises forty-five (45) days after termination of the Lease and, in Landlord's sole discretion, storage or disposal of such property. Should the property be stored, it will be at the sole cost and for the account of Tenant. Such action shall not require service of notice or resort to legal process, and shall not constitute any form of trespass or create any liability for any loss or damage which may be occasioned thereby. If within forty-five (45) days after such removal Tenant has not provided Landlord with written notice of claim to the property removed from the Leased Premises and reimbursement for all expenses related to the removal and storage, such property shall, at Landlord's election, become the sole property of Landlord.

Tenant shall be liable to Landlord for reasonable attorneys' fees incurred by Landlord in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Tenant, or from Tenant's failure to fulfill any provisions or responsibility provided herein.

12. Notice

All notices, requests and other communications by the parties with respect to the Lease shall be sent to the applicable party at the addresses indicated below:

Tenant:	Landlord:
Reid Litwack	Department of Metropolitan Development
Steel House Rules, LLC	200 East Washington Street suite 2042
1131 East 25 th Street	Indianapolis, Indiana 46204
Indianapolis, Indiana 46205	Attn: Cameron Starnes, Asst. Admr.
Email: reid@steelhouseindy.com	Brownfield Redevelopment Program Email:
	Cameron.Starnes@indy.gov

All such notices, requests, demands and other communications shall be effective when deposited in the mail, first class postage prepaid, and electronically mailed with receipt acknowledged.

13. Miscellaneous

- A. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Indiana and the City and suit, if any, must be brought in the State of Indiana.
- B. Severability. If any provision(s) of this Lease shall held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken; and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- C. Headings. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- D. Merger. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, and any course of conduct between the parties or prior uses of the City Property. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms herein in any way modify, vary, alter, enlarge or invalidate any of the provisions of this Lease.
- E. Non-Waiver. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.
- F. Disputes. Should any disputes arise with respect to this Lease, Landlord and Tenant agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- G. Modification. This Lease may be amended, modified, or supplemented only by a written instrument signed by each of the parties hereto.

H. Hazardous Materials

Parties acknowledge that there is an environmental remediation pending for the Leased Premises. Tenant acknowledges that it has been storing its material on the Leased Premises prior to the execution of this Lease. Tenant represents and agrees that it has not and will not cause, allow or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of or used at, on, about or beneath the Leased Premises or any portion of the Leased Premises.

I. Liens

Tenant agrees that it shall not cause any liens to be filed as a result of any work done on its behalf; however, should such a lien be filed, Tenant agrees to discharge such lien within thirty five (35) days of receipt of notice of the lien.

J. Counterparts

This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same part of the Lease.

14. Cancellation

Tenant may cancel this Lease, without penalty, by giving thirty (30) days written notice to Landlord and removing all of its stored materials.

IN WITNESS to their agreement, the persons signing this Lease execute it for the Landlord and Tenant:

LANDLORD:

City by DMD

By: 

Printed: Adam D. Davis

Title: Director

Date: 7/13/15

TENANT:

STEEL HOUSE RULES, LLC

By: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: 

Sheila Kinney, Assistant Corporation Counsel

Date: 6/30/15

IN WITNESS to their agreement, the persons signing this Lease execute it for the Landlord and Tenant:

LANDLORD:
City by DMD

TENANT:
STEEL HOUSE RULES, LLC

By: _____

By: *[Signature]*

Printed: _____

Printed: Ren Lutwack

Title: _____

Title: President

Date: _____

Date: 7/2/15

APPROVED AS TO FORM AND LEGALITY:

By: *[Signature]*
Sheila Kinney, Assistant Corporation Counsel

Date: 6/30/15

ATTACHMENT #2

STATEMENT OF BIDDER'S QUALIFICATIONS

The successful bidder(s) must demonstrate that it/they have the industry, knowledge, experience and financial capability to successfully meet the terms of a project agreement. Supply the following information regarding bidder's ability and capacity to purchase the Property and to develop any project as described in Attachment #1. If the information is not relevant to your Purchase proposal, please mark "NA" after the numbered item.

1. Name and permanent address of bidder.

**Steel House Rules, LLC
1131 East 25th Street
Indianapolis, IN 46205**

2. Please indicate the type of organization and legal description of entity, if not an individual doing business in his or her own name, and the legal name of such entity, if not indicated above (i.e., corporation, non-profit or charitable institution or corporation, partnership, business association or joint venture, government or instrumentality thereof, or other).

Limited Liability Company

3. Indicate whether the entity is a subsidiary of or affiliated with any other corporation or any other firm or firms and, if so, please list such corporation by firm or address, specify its relationship with the bidder, and identify the officers and directors or trustees common to the bidder and such other corporation or firm.

**Steel House, LLC
1131 East 25th Street
Indianapolis, IN 46205**

Steel House, LLC is an affiliate of Steel House Rules, LLC, as Reid Litwack and Elizabeth Lahr are Members of both entities.

4. Date and place of creation of the legal entity submitting this bid.

Steel House Rules, LLC was organized in Indiana on July 27, 2001.

5. Name(s), address(es), title(s) of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the bidder, other than a government agency or instrumentality, as set forth below:
- If the bidder is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.
 - If the bidder is a non-profit, charitable institution, or corporation, the members of the board of trustees or board of directors, or similar governing body.
 - If the bidder is a partnership, each partner, whether general or limited partner, and either

- the percent of interest or a description of the character and extent of interest.
- d. If the bidder is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
 - c. If the bidder is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

The principals of Steel House Rules, LLC are as follows:

Reid Litwack, Member (50%)/Manager	Elizabeth Lahr, Member (50%)
1237 Chessington Road	1237 Chessington Road
Indianapolis, IN 46260	Indianapolis, IN 46260

6. General character of work usually performed by bidder.

Steel House is a steel service center, fabrication shop and metal retail store for contractors, businesses, homeowners, and the construction industry. Its metal fabrication services include shearing, welding, bending, saw cutting, hole punching, drilling, rebar bending, and painting. Steel House also offers field welding, installation and steel erection. Steel House has a 4,000 square foot showroom with an assortment of ornamental iron accessories such as pickets, finials, cast iron castings, aluminum castings, hammered bar, punched channel, and elbows. Steel House also stocks industrial supplies such as concrete, saws, sanding disks, cut-off blades, welding accessories, safety glasses, and gloves.

7. Experience of development team in projects similar to the proposed project.

Reid Litwack, Manager of Steel House, LLC, has built several industrial buildings (see Item 9 below). Detailed information about prior projects is available upon request.

8. Experience in design and construction of facilities similar to the proposed project.

See Item 7 above and Item 9 below.

9. List of pertinent projects which team has designed and constructed.

- a. **Two (2) industrial buildings at Kloeckner Metals facility, 8301 E. 33rd Street, Indianapolis, IN.**
- b. **Industrial building addition at Lenex Steel, 2902 Tobey Drive, Indianapolis, IN.**
- c. **10,000 square foot industrial building at Steel House, 1131 E. 25th Street, Indianapolis, IN.**

10. Whether team intends to joint venture or subcontract with other firms, and, if so, the names and qualifications of such firms.

Steel House typically engages System Builders to construct its buildings and act as general contractor. System Builders has been a local general contracting business since 1986, specializing in industrial construction.

11. Evidence of the financial capability of the team to obtain necessary financing, performance bonds, and insurance to develop the project. A full financial statement may be required prior to project award. Bidder may request that the financial statement be held as confidential information to the extent possible under applicable public access laws.

No financing is required for the acquisition of the Property. Complete financial statements will be furnished upon request.

Exhibit B
(BFPP Requirements)

- (1) All disposal of hazardous substances at the facility occurred before the person acquired the facility;
- (2) The purchaser made all appropriate inquiries into the previous ownership and uses of the facility in accordance with generally accepted good commercial and customary standards and practices;
- (3) The purchaser provides all legally required notices with respect to the discovery or release of any hazardous substances at the facility;
- (4) The purchaser exercises appropriate care with respect to hazardous substances found at the facility by taking reasonable steps to—
 - a. stop any continuing release;
 - b. prevent any threatened future release; and
 - c. prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance;
- (5) The purchaser provides full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at a vessel or facility (including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response actions or natural resource restoration at the vessel or facility);
- (6) The purchaser—
 - a. is in compliance with any land use restrictions established or relied on in connection with the response action at a vessel or facility; and
 - b. does not impede the effectiveness or integrity of any institutional control employed at the vessel or facility in connection with a response action;
- (7) The person complies with any request for information or administrative subpoena; and
- (8) The person is not—
 - a. potentially liable, or affiliated with any person that is potentially liable, for response costs at a facility through—
 - i. any direct or indirect familial relationship; or
 - ii. any contractual, corporate or financial relationship other than a contractual, corporate, or financial relationship that is created by the instruments by which title to the facility is conveyed or financed or by a contract for the sale of goods or services; or
 - b. the result of a reorganization of a business entity that was potentially liable.

Exhibit C

Release of Project Agreement

Reference: Instrument No. _____

The Consolidated City of Indianapolis and Marion County (City) by and through its Department of Metropolitan Development (DMD), on behalf of the Metropolitan Development Commission (MDC) (collectively, "Agency" or "Grantor") hereby releases STEEL HOUSE RULES, LLC ("Grantee") from that certain "Project Agreement the Development of 2422-2430 Yandes Street (parcel #s 1090862 and 1100064) ("Agreement") made on or as of _____, by and between DMD and Grantee with respect to the following described real estate in Marion County, Indiana:

Legal Descriptions:

2422 Yandes Street

BRUCE BAKER ADD L3 TO L7 ALSO 15FT N SIDE L2 B13 + 19FT S SIDE L8 B15 VAC ALLEY W & ADJ 299FT S SIDE L1 B16 EX 88FT S END and

2430 Yandes Street

BRUCE BAKER ADD L9 & 21 FT N SIDE L8 B15 ALSO 61FT MID PT OF B16 & VAC ALLEY ADJ 100FT NL X 181.03FT EL X 151.92FT WL X 104.40 FT SLBEG 180FT W OF RIVERSIDE & 15TH ST PT S1/2 NW1/4S34 T16 R3; ("Property")

EXCEPT with respect to those terms agreed to survive this Release and the right of reversion under the Agreement, including but not limited to:

- maintaining "bona fide prospective purchaser" (BFPP) status
-reasonable cooperation with the Agency/City with respect to the development and maintenance of the Monon Trail property.

CITY OF INDIANAPOLIS, DEPARTMENT OF METROPOLITAN DEVELOPMENT

By: _____

_____, Director, Department of Metropolitan Development

STATE OF INDIANA)

SS:

COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared _____, Director, Department of Metropolitan Development, who acknowledged the execution of the foregoing Release of Project Agreement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this ___ day of _____, 20__.

My commission expires: _____ Signature _____

_____ Printed _____

My Commission number: _____ Residing in _____ County, Indiana

[if it does not appear on the seal /stamping device]

This instrument was prepared by Office of the Corporation Counsel, City of Indianapolis, 200 E. Washington, Suite 1601, Indianapolis, IN 46204.

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. _____ Printed: _____

Exhibit D
(Affidavit)

- A. E-Verify. Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

- B. Wage Enforcement. Pursuant to the Wage Enforcement provisions found in Chapter 272 of the Revised Code of the Consolidated City of Indianapolis and Marion County, the undersigned, on behalf of the Contractor, being first duly sworn, deposes and states the following: (please check one of the following)

1. That there has not been any adverse determination against the Contractor within the preceding 3-year period for wage theft or payroll fraud; Or
2. That there has been an adverse determination against the Contractor within the preceding 3-year period for wage theft or payroll fraud.

(Contractor): Steel House Rules, LLC

By (Written Signature):

(Printed Name): Reid Litwack

(Title): Authorized Member

Important - Notary Signature and Seal Required in the Space Below:

STATE OF Indiana

SS:

COUNTY OF Marion

Subscribed and sworn to before me this 3rd day of October, 2019
20

My commission expires: Sept 17th 2025 (Signed) [Signature]
Residing in Marion County, State of Indiana

