

## COMMUNITY BENEFITS AGREEMENT

**THIS COMMUNITY BENEFITS AGREEMENT** (this “Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between TWG COUNTY LINE, LP, an Indiana limited partnership (the “Owner”), and the CITY OF INDIANAPOLIS, INDIANA, through its Department of Metropolitan Development (the “City”).

### RECITALS

WHEREAS, the City has agreed to support the development of the project commonly known as The Grove at Pleasant Run and located at 2852 E County Line Road, Indianapolis, Indiana, and identified as Marion County Parcel Number 5045308 (the “Property”); and

WHEREAS, in order to support the development of the Property, the City, Controller of the City of Indianapolis, and Owner entered into a Payment in Lieu of Taxes Agreement (the “PILOT Agreement”), effective as of the Effective Date, which PILOT Agreement sets forth the terms (of incentive) for the development of the Property (the “PILOT”), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the PILOT Agreement provides that in order to access the PILOT, the parties are required to enter into a Community Benefits Agreement; and

WHEREAS, Owner has agreed to provide or engage with one or more service providers, or a substitute service provider with the written approval of the City (each a “Service Provider” and collectively, the “Service Providers”), to provide a minimum level of Supportive Services (as hereinafter defined) to the residents of the Property, all as more fully described in this Agreement; and

WHEREAS, in order to satisfy this requirement of the PILOT Agreement, Owner agrees to support the Service Providers as more fully described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

**Section 1. Supportive Services.** Owner agrees to provide or cause one or more Service Provider to provide the Supportive Services for the residents of the Property as specified in the Supportive Services list attached hereto as **Exhibit B** (the “Supportive Services”). Owner will make all reasonable efforts to encourage resident participation in the Supportive Services, including, but not limited to, advertising, handouts, move-in packets, and verbal communication of the Supportive Services available to the residents of the Property.

In accordance with Section 2 herein, Owner shall annually certify to the City whether or not at least twenty-five percent (25%) of the unique residents of the Property (*i.e.*, the total number of residents who attend services without duplicating the residents of the Property) have taken advantage of or benefitted from the Supportive Services during the immediately preceding

calendar year (the “Supportive Services Report”). Owner shall complete the Supportive Services Report attached hereto as **Exhibit C** annually as set forth below. On an annual basis, the City shall review the Supportive Services Report and determine, in its reasonable judgment, whether the Supportive Services provided are reasonable and beneficial to the residents of the Property.

If Owner fails to submit the Supportive Services Report to the City by February 1<sup>st</sup> of any calendar year, or if less than twenty-five percent (25%) of the residents of the Property take advantage of or benefit from the Supportive Services for the calendar year immediately preceding the current year (collectively, a “Noncompliance Event”), Owner shall pay the additional payment as specified in Section 1.2 of the PILOT Agreement (the “Supplemental Payment”). Owner shall pay the Supplemental Payment in full by May 10<sup>th</sup> in the calendar year in which the Noncompliance Event occurs (the “Supplemental Payment Date”).

Owner may request a credit for the Supplemental Payment by filing a written request with the City, c/o the Director of the Department of Metropolitan Development or the appropriate department thereof, within thirty (30) days of the Supplemental Payment Date (the “Credit Request”). Following the City’s receipt of the Credit Request, or at any time the City determines, in its reasonable judgment, that the Supportive Services offered are not reasonable and beneficial to the residents of the Property, Owner, and the City shall work together to determine what modifications should be made to the Supportive Services offered and/or whether any Service Provider should be replaced or additional Service Providers should be added in an effort to increase future participation. Based on such meetings or any other communications and/or documentation the City receives from the Owner with the filing of the Credit Request, the City may determine, in its sole discretion, to waive the Noncompliance Event and provide the Owner with a credit against future PILOT payments for all or part of the Supplemental Payment.

**Section 2. Annual Reporting.** During the term of this Agreement, Owner shall annually submit to the City the Supportive Services Report, and any other reports the City requests relating to this Agreement and the Supportive Services, which shall indicate compliance with this Agreement, no later than February 1, 2029, and on February 1<sup>st</sup> of each calendar year thereafter. In the event the City requests additional information from the Owner concerning its compliance with the commitments set forth herein, Owner shall provide the City with adequate written information responsive to the City’s request within ten (10) business days thereof.

**Section 3. Default.** In the event the City determines that the Owner has failed to satisfy the requirements of this Agreement, the City shall notify the Owner in writing of such default. Owner shall have ten (10) days from the effective date of the notice to cure the reason for default (the “Cure Period”). The City may in its sole discretion elect to extend the Cure Period. Following the Cure Period, this Agreement shall automatically terminate upon written notice from the City to the Owner that such default has not been cured within the Cure Period.

Notwithstanding the foregoing, the City acknowledges that the Owner’s failure to satisfy the twenty-five percent (25%) resident participation for the Supportive Services is not in itself an event of default as long as the Owner has: (1) taken all reasonable efforts to encourage resident participation in the Supportive Services, (2) timely filed all Supportive Services Reports, (3) timely filed its updated Supportive Services plans (as required by Section 1.1(d) of the PILOT Agreement), and (4) if requested by the City, worked with the City to determine what

modifications should be made to the Supportive Services offered and/or whether any Service Provider should be replaced or additional Service Providers should be added in an effort to increase future participation.

**Section 4. Termination of Agreement.** Upon termination of the PILOT Agreement, or termination of this Agreement in accordance with Section 3, this Agreement shall automatically terminate and be of no further force and effect.

**Section 5. Conditions Precedent.** The parties hereto expressly acknowledge that this Agreement and the commitments set forth herein are subject to and predicated upon the final approval and execution of the PILOT Agreement.

**Section 6. Miscellaneous.**

**Section 6.1 Entire Agreement.** This Agreement, including any exhibits hereto, contains the entire Agreement by and between the parties hereto concerning the matters set forth herein and supersedes any prior understanding or agreements between the parties hereto. This Agreement may not be amended or modified except in writing by the parties hereto.

**Section 6.2 Waiver.** No delay or failure by the parties to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**Section 6.3 Headings.** The subject headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation hereof.

**Section 6.4 Notices.** Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered (effective upon delivery), if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier) or if mailed by United States registered or certified mail, postage prepaid, return receipt requested (effective two business days after mailing):

If to Owner: TWG County Line, LP  
c/o TWG County Line GP, LLC  
1301 E. Washington Street, Suite 100  
Indianapolis, IN 46202  
Attention: Louis A. Knoble

If to City: City of Indianapolis, Indiana  
Department of Metropolitan Development  
200 East Washington Street  
Indianapolis, IN 46204  
Attention: Director

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

**Section 6.5 Counterparts.** This Agreement and any amendments hereof may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by the party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

**Section 6.6 Severability.** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

**Section 6.7 No Joint Venture.** Nothing contained in this Agreement will be construed to constitute any party as a joint venturer with the City or to constitute a partnership between any party and the City.

**Section 6.8 Construction.** The parties acknowledge that each party and each party's counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**Section 6.9 Authorization.** The persons executing and delivering this Agreement on behalf of the parties hereto represent and warrant to the other party that such person is duly authorized to act for and on behalf of said party, and execute and deliver this Agreement in such capacity as is indicated below.

**Section 6.10 Governing Law.** This Agreement is governed by the laws of the State of Indiana, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in the courts located in Marion County, Indiana. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Marion County, Indiana.

**Section 6.11 Assignment.** The rights and obligations contained in this Agreement may not be assigned by Owner without the express prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such assignment shall only be allowed to an assignee which would otherwise be entitled to claim an exemption for real property taxes imposed on the Property as required by this PILOT Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Community Benefits Agreement to be duly executed as of the Effective Date.

**OWNER:**

TWG COUNTY LINE, LP,  
an Indiana limited partnership

By: TWG COUNTY LINE GP, LLC,  
an Indiana limited liability company,  
its general partner

By: \_\_\_\_\_  
Louis A. Knoble, Member

*[Executions Continued on Following Page]*

**THE CITY:**

CITY OF INDIANAPOLIS, DEPARTMENT OF  
METROPOLITAN DEVELOPMENT

By: \_\_\_\_\_  
Megan Vukusich, Director

APPROVED FOR LEGAL FORM AND  
ADEQUACY, OFFICE OF CORPORATION  
COUNSEL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This Community Benefits Agreement was prepared by:

\_\_\_\_\_  
Scott C. Frissell  
Krieg DeVault LLP  
12800 North Meridian Street, Suite 300  
Carmel, Indiana 46032  
Phone: (317) 238-6246  
Email: [sfrissell@kdlegal.com](mailto:sfrissell@kdlegal.com)

**EXHIBIT A**  
**PILOT AGREEMENT**

(To be attached)

## **EXHIBIT B**

### **SUPPORTIVE SERVICES**

The following is a summary of the minimum Supportive Services Owner has committed to provide or engage Service Providers to provide to the residents of the Property.

1. **Level One Services – Tenant Incentives:\***
  - a. Information & Referrals
  - b. Special Events / Resident Engagement (including social events)
  - c. Fitness Center
  - d. Bike Storage and Repair
  - e. Community Room / Club House
  - f. Playground
  
2. **Level Two Services – Targeted Efforts to Address Tenant Needs and Tools to Increase Self-Sufficiency and Quality of Life:**
  - a. Stress Management Course – Owner will purchase the Harvard Online Learning Stress Management course and offer this on site at the property as a group class in the clubhouse. Courses will be offered on a regular schedule of activities at the Property.
  - b. Exercise Classes – A service provider will provide regular on site exercise classes for the residents, which classes will be held in the fitness center.
  - c. Financial Literacy – TWG Development will provide a monthly on site financial literacy courses covering topics such as buying a home, saving for the future, budgeting, etc.
  - d. Job Readiness – TWG Development will provide monthly courses on site for residents to work on resumes, explore career paths, and practice interview techniques.

\* Level One Services shall not be included for calculating the resident participation percentages in the Supportive Services Report for purposes of Section 2 of this Agreement.

