

A RESOLUTION of the Common Council of the City of Fort Wayne, Indiana Approving a Taxpayer Agreement for a new Economic Development Project located at the address commonly known as 5801 Adams Center Road, Fort Wayne, Indiana 46806 (Hatchworks LLC)

WHEREAS, Hatchworks LLC (the "Company") has proposed to develop and operate a data center campus in the City of Fort Wayne, Indiana (the "City"), to include without limitation one or more data center buildings as well as certain other buildings, structures and infrastructure that are necessary in support of the foregoing use (collectively, the "Project");

WHEREAS, the Company is willing to commit to the investment of \$845,000,000 in the Project, and is further willing to commit to creating 30 full-time jobs with respect to the Project;

WHEREAS, the Company has requested certain financial incentives from the City, including real property tax abatement pursuant to IC 6-1.1-12.1 (the "Abatement") and a personal property tax exemption for qualifying personal property pursuant to IC 6-1.1-10-44 (the "Data Center Exemption");

WHEREAS, this Common Council of the City of Fort Wayne, Indiana (the "Council") has determined that supporting the Company's efforts in developing and operating the Project is in the best interests of the citizens of the City;

WHEREAS, a form of Taxpayer Agreement, between the Company, as one party, and the City and the Council, as the other parties, has been presented to the Council on the date hereof (the "Taxpayer Agreement"), which sets forth the terms upon which the Company will receive the Abatement and the Data Center Exemption during the term as set forth in the Taxpayer Agreement, in exchange for its investment in and operation of the Project, the form of which is attached hereto as "Exhibit A" as if a part herein; and

WHEREAS, to induce the Company to complete the Project, the Council desires to approve the execution of the Taxpayer Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, THAT:

SECTION 1. The Council hereby finds that the execution and delivery of the Taxpayer Agreement are in the best interests of the City and its citizens. The President of the Council is authorized and directed to execute the Taxpayer Agreement, in the name and on behalf of the Council, and the Mayor of the City (the "Mayor") is hereby authorized to execute the Taxpayer Agreement in the name of and on behalf of the City, with such changes and modifications as such persons deem necessary or appropriate to effectuate this Resolution, said persons' execution thereof to be conclusive evidence of the approval of such changes.

SECTION 2. The Council hereby approves the Data Center Exemption for the Company's qualifying investment under IC 6.1.1-10-44 under the terms set forth in the Taxpayer Agreement. The Taxpayer Agreement shall constitute the agreement between the Company and the Council, as the designating body of the City, for purposes of IC 6-1.1-10-44(g).

SECTION 3. The President of the Council, the Mayor, the legal counsel of the City, and other appropriate officers of the City are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this Resolution and the Taxpayer Agreement.

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SECTION 4. That, this Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Member of Council

APPROVED AS TO FORM AND LEGALITY



Malak Heiny, City Attorney

TAXPAYER AGREEMENT

This Taxpayer Agreement (this “*Agreement*”) is made and entered into as of this 22nd day of December, 2023, by and between Hatchworks LLC, a Delaware limited liability company (the “*Company*”), on the one hand, and the City of Fort Wayne, a political subdivision of the State of Indiana (the “*City*”), and the Common Council of the City (the “*Council*”), as the designating body under Ind. Code § 6-1.1-10-44, on the other hand.

WITNESSETH:

WHEREAS, the Company has proposed to develop and operate a data center campus upon the Development Site, to include without limitation one or more Data Center Buildings as well as certain other buildings, structures and infrastructure that are necessary in support of the foregoing use (the “*Project*”);

WHEREAS, the Company is willing to commit to a certain level of investment and is further willing to commit to creating a certain number of full-time jobs with respect to the Project;

WHEREAS, the Company has requested certain financial incentives from the City Parties to support its investment, and in furtherance thereof, the Company has timely filed with the City the SB-1; and

WHEREAS, the City Parties have determined that supporting the Company’s efforts in developing and operating the Project are in the best interests of the citizens of the City, and therefore, the City Parties have agreed to provide the Incentives, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

RECITALS; DEFINITIONS

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

Section 1.02 Definitions. For all purposes of this Agreement and all exhibits and schedules to this Agreement, except as otherwise expressly provided herein, the following terms shall have the meanings assigned to them in this Section or in the Section referenced after such term:

“*Affiliate*” shall mean any company that controls, is controlled by, or is under common control with another company.

“*City Parties*” shall mean, collectively, the City and the Council.

“CF-1” shall mean the Compliance with Statement of Benefits Real Estate Improvements (Form 51766), or such replacement form as the State of Indiana may prescribe from time-to-time throughout the Term.

“Data Center Building” shall mean any building, inclusive of its associated mechanical and electrical equipment and ancillary improvements or structures, constructed on the Development Site with the primary purpose of housing computer equipment, servers and other equipment for the processing of data.

“Data Center Exemption” shall have the meaning ascribed to it in Section 3.02 hereof.

“Data Center Exemption Commencement Date” shall mean the date on which any Qualified Property is first placed into service on the Development Site and is subject to taxation.

“Development Site” shall mean the land depicted and described in attached Exhibit A.

“Director” shall mean the Division Director of Community Development for the City of Fort Wayne, or her designee.

“Effective Date” shall mean the date upon which the Company shall acquire title to any portion of the Development Site.

“Incentives” shall mean, collectively, the Real Property Abatement and the Data Center Exemption, both of which are defined in Article III hereof.

“Laws” shall mean all applicable laws, statutes and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders and/or decrees, including without limitation, all Indiana and Allen County Building Codes and the Fort Wayne Zoning Ordinance.

“Non-Data Center Building” shall mean any building, structure or improvement constructed on the Development Site other than a Data Center Building.

“Parties” shall mean, collectively, the Company, the City and the Council.

“Performance Reports” shall mean any reports, certifications, or other information required to be delivered by the Company pursuant to Section 2.03 hereof.

“Real Property Abatement” shall have the meaning ascribed to it in Section 3.01 hereof.

“Resolution” shall mean the Declaratory Resolution approved by Council declaring the Development Site an Economic Revitalization Area under Ind. Code § 6-1.1-12.1, and further approving the Real Property Abatement.

“SB-1” shall mean the Statement of Benefits Real Estate Improvements (Form 51767), which SB-1 is attached hereto, and incorporated herein by reference, as Exhibit B.

“**Term**” shall mean the forty (40) year period commencing on January 1, 2025, and ending on December 31, 2064.

“**Qualified Property**” shall have the meaning ascribed to it in Section 3.02 hereof.

ARTICLE II

COMPANY OBLIGATIONS

Section 2.01 Project Completion; Performance Milestones.

(a) In consideration and as a material inducement for the City Parties providing the Incentives, the Company shall, by no later than December 31, 2028, invest at least Eight Hundred Forty-Five Million and 00/100 Dollars (\$845,000,000) (the “**Initial Capital Investment**”), and shall further have directly employed no fewer than thirty (30) full-time employees at the Development Site (the “**Job Commitment**”), at an average wage of at least one hundred twenty-five percent (125%) of the average wage for Allen County, Indiana, as published by the United States Bureau of Labor Statistics (the “**Wage Commitment**”)(collectively, the “**Job and Wage Commitment**”) (collectively, the “**Performance Milestones**”).

(b) The Initial Capital Investment by the Company in the Development Site does not include the amount of any contribution towards offsite public infrastructure including, but not limited to, water, wastewater or transportation improvements, nor does it include any other investments by the Company in the City that are not otherwise set forth in this Agreement.

(c) In order to maintain the Data Center Exemption, the Parties agree that the Company shall have no obligation under this Agreement to meet any investment commitment other than the Initial Capital Investment. However, the Parties also agree that the Company shall have the obligation of maintaining the Job and Wage Commitment for duration of the Term, and in doing so, the Company acknowledges that if and when the average wage for Allen County, Indiana, is adjusted, the Company’s average wage will likewise need to be adjusted to ensure compliance with the requirements of Ind. Code § 6-1.1-10-44(b)(4).

Section 2.02 Supplemental Payments.

(a) Beginning with the first calendar year starting on January 1, 2025, and continuing on each calendar year thereafter for the remainder of the Term, to the extent the tax proceeds that are generated from ad valorem real property taxes levied or imposed on the Development Site and all improvements thereon, after giving effect to any Real Property Abatement that may be in effect at that time, are less than the greater of (i) One Million and 00/100 Dollars (\$1,000,000), or (ii) the number of Data Center Buildings located on the Development Site multiplied by the sum of Three Hundred Thousand Dollars (\$300,000), the difference being referred to as the “**Shortfall**”, then the Company shall make a supplemental payment to the City, for use by the City in its sole and absolute

discretion, in the amount of the Shortfall by wire transfer or other immediately available funds (the “**Supplemental Payment**”). Each Supplemental Payment arising pursuant to this Section 2.02(a) shall be due on or before December 1 of each calendar year.

(b) Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall prohibit the Company from reviewing, appealing, or otherwise challenging the assessed value of the Development Site or any tangible property which is constructed thereon. Provided, however, even if the Company is successful in reducing the assessed value of the Development Site or any tangible property located thereon, the Company shall still be bound by the terms of this Agreement, including without limitation, the obligation to make the Supplemental Payments in accordance with Section 2.02(a) above.

(c) The Company’s obligation to make Supplemental Payments shall be guaranteed by the parent company of the Company (the “**Parent Company**”) pursuant to the form of Commercial Guaranty attached hereto as Exhibit C (the “**Guaranty**”), and the Company shall pay reasonable attorney’s fees incurred by the City to enforce such Guaranty. The Guaranty shall be executed and delivered to the City within five (5) days of the Effective Date.

Section 2.03 Taxpayer Performance Reporting.

(a) By no later than December 31, 2025, and then annually through and including December 31, 2028, the Company shall provide to the City a report showing the extent to which it has performed to date against the Performance Milestones. Such report shall be provided in the form of Exhibit D, attached hereto. Thereafter, by or before December 31, 2029, and then annually for the remainder of the Term, the Company shall also provide a certification to the Director, in the form of Exhibit E, attached hereto, of the Company’s compliance with the ongoing Job and Wage Commitment.

(b) Additionally, by or before May 15 of each year of the Term in which the Company is receiving any Real Property Abatement under this Agreement, the Company shall file its CF-1 with the Council and the Auditor of Allen County showing the extent to which there has been compliance with the SB-1, and shall further file and/or provide to the appropriate bodies such other information as may be required by the laws of the State of Indiana to maintain the Real Property Abatement.

Section 2.04 Company’s Failure to Achieve Performance Milestones and/or to Comply with the Statement of Benefits.

(a) If the Company has not achieved the Performance Milestones by no later than December 31, 2028, then the City Parties reserve the right to terminate the Incentives in their entirety upon written notice to the Company.

(b) If in any one year during the Term of this Agreement, (i) the Company does

not maintain the Wage Commitment, and (ii) starting in calendar year 2029, the Company does not maintain the Job and Wage Commitment, then the Company shall not receive the Data Center Exemption for such years, or if the Company has already received the tax benefits associated with the Data Center Exemption for such years, then the City may, at its option, require the tax benefits associated with the Data Center Exemption for such years to be repaid to the City. In the event the City requires repayment of the tax benefits of the Data Center Exemption as provided hereunder, the City shall provide the Company with a written statement calculating the amount due (“**Statement**”), and the Company shall make such repayment to the City within thirty (30) days of the date of delivery of the Statement. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorney’s fees incurred in the enforcement and collection of the tax abatement savings required to be repaid hereunder.

(c) If the City Parties determine that the Company has not substantially complied with commitments set forth in SB-1, then the Council and any other governmental bodies having jurisdiction over the Real Property Abatement may proceed according to the requirements of Indiana law with respect to the maintenance and/or disposition of the Real Property Abatement. Prior to reducing the amount of or terminating the Real Property Abatement, including the holding of any public hearing provided for under Indiana law or local custom, the City shall provide thirty (30) days’ notice to the Company setting forth its reasoning as to why the Company has not substantially complied with the commitments set forth in SB-1, and the Company shall then have an opportunity to explain its purported noncompliance in an effort to maintain any Real Property Abatement then in effect.

(d) Notwithstanding anything contained herein to the contrary, the failure of the Company to meet the Performance Milestones and/or to maintain the Job and Wage Commitment, as set forth in this Section 2.04, shall not constitute a default under Article V hereof, and the only remedies to the City Parties for such failures are the actions described in this Section 2.04.

Section 2.05 Partial Assessments; Treatment of Non-Data Center Buildings. From and after the Effective Date, the Parties agree that the Company shall be responsible for the payment of taxes on any partial assessments with respect to Data Center Buildings or other improvements to the Development Site under construction. Additionally, for avoidance of doubt, the Company shall pay taxes in respect to all Non-Data Center Buildings located on the Development Site through the Term.

Section 2.06 State Law Control. The Parties each acknowledge and agree that the intent of this Agreement is to comply with the requirements of Indiana law in respect to Real Property Abatement; however, in the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and the requirements of the laws of the State of Indiana for maintaining the Real Property Abatement, the laws of the State of Indiana shall prevail and control.

Section 2.07 Performance by Company Affiliates. The Company may, at its sole discretion, perform any of its obligations in this Agreement through an Affiliate of the Company, and such performance shall constitute performance by the Company under this Agreement.

ARTICLE III

CITY PARTIES' OBLIGATIONS

Section 3.01 Real Property Abatement. Subject to full compliance with the procedures required by law, including without limitation, the passage of the Resolution, and further subject to ongoing compliance by the Company for maintaining a real property tax abatement under the laws of the State of Indiana, the City shall provide to the Company a fifty percent (50%) real property tax abatement for a term of ten (10) years for each Data Center Building constructed on the Development Site (the "**Real Property Abatement**"), pursuant to Ind. Code § 6-1.1-12.1, *et seq.* (the "**Abatement Act**"), as the said Abatement Act may be amended and modified from time-to-time. For each Data Center Building, the Real Property Abatement shall apply to all of the Company's real property investment in the Data Center Building for a period of ten (10) years, regardless of whether the Data Center Building is partially or fully assessed.

For purposes of avoiding confusion, the Parties have elected to provide the following two (2) examples of the Real Property Abatement in effect:

Example #1: If a Data Center Building is fully assessed on January 1, 2026, for taxes due and payable in 2027, and there is no additional investment in such Data Center Building, then the Real Property Abatement shall be applied to taxes due and payable in 2027 and for each of the following nine (9) years.

Example #2: If a Data Center Building is partially assessed on January 1, 2026, for taxes due and payable in 2027, then the Real Property Abatement shall be applied to taxes due and payable in 2027, on such partial assessment and for each of the following nine (9) years (through taxes payable in 2036). If additional investment in the said Data Center Building is assessed on January 1, 2027, for taxes due and payable in 2028, then the Real Property Abatement shall be applied to taxes due and payable on such additional investment in 2028, and for each of the following nine (9) years (through taxes payable in 2037).

For avoidance of doubt, and notwithstanding anything contained herein to the contrary, all Real Property Abatements shall automatically expire at the end of the Term, even if the full benefit of such Real Property Abatements have not been fully realized by the Company at the time of such expiration.

Section 3.02 Data Center Equipment Exemption. Subject to full compliance with the terms and the ongoing requirements of this Agreement, the Council hereby grants a one hundred percent (100%) personal property tax exemption for the Term of this Agreement for all personal property that is located on the Development Site that qualifies as "enterprise information technology equipment" under Ind. Code § 6-1.1-10-44(c) ("**Qualified Property**"). The personal property tax exemption under this subsection (the "**Data Center Exemption**") shall commence on

the Data Center Exemption Commencement Date. The Data Center Exemption shall apply to only Qualified Property of the Company that is located on the Development Site, and not to other personal property of the Company that may otherwise be subject to taxation.

With respect to the Data Center Exemption, this Agreement shall constitute an agreement between the Company and the Council, as the designating body of the City, for purposes of Ind. Code § 6-1.1-10-44(g). If the ownership of Qualified Property is transferred by the Company, the transferee is entitled to the Data Center Exemption provided by this Section 3.02 on the same terms as the Company.

ARTICLE IV

CONFIDENTIALITY

Section 4.01 Confidential Information. “*Confidential Information*” includes any information provided by or made available by a party to another party in connection with this Agreement, regardless of the form, format, or media on or in which the information is provided and regardless of whether any such information is marked as such or disclosed deliberately or inadvertently. For avoidance of doubt, the Performance Reports shall not be treated as Confidential Information for purposes of this Agreement provided that any cost information therein shall remain confidential to the extent permitted by law.

Section 4.02 Confidentiality and Non-Disclosure. Confidential Information will be used solely for the purposes of this Agreement. The parties will maintain Confidential Information in strict confidence and will not disclose Confidential Information to any individual without the prior written consent of the party that provided the Confidential Information. The parties will take all measures reasonably necessary to protect and prevent Confidential Information from inadvertent release, disclosure, or theft and prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information. The parties will notify one another immediately in the event of any unauthorized use or disclosure of Confidential Information.

Section 4.03 Exclusions to Confidentiality and Non-Disclosure. The confidentiality and non-disclosure provisions of this Agreement will not apply to Confidential Information that (i) is or becomes generally available to the public, other than as a result of a disclosure by violation of this Agreement by a party, or (ii) is disclosed pursuant to a judicial action or government statute or regulations, including without limitation, the Indiana Access to Public Records Act (“APRA”).

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 Default. If either the City Parties or the Company fails to perform or delays performance of any term or provision of this Agreement, or if any representation or warranty made herein proves to be false or misleading in any material respect when made, such conduct shall constitute a default hereunder. The Party in default must commence to cure, correct, or remedy

such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 5.03 hereof.

Section 5.02 Notice. If a default under this Agreement occurs, the non-defaulting Party shall give written notice of the default (a “**Default Notice**”) to the Party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default or operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any right or remedy hereunder shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

Section 5.03 Cure Period. The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same in an additional ninety (90) days (i.e., one hundred twenty (120) days total). A default which can be cured by the payment of money or the failure to provide the Real Property Abatement or the Data Center Exemption are understood and agreed to be among the types of defaults which can be cured within thirty (30) days.

Section 5.04 Rights and Remedies. Upon the occurrence and during the continuance of an event of default by a Party beyond all applicable notice and cure periods hereunder, the non-defaulting Party shall have all rights and remedies against the defaulting Party as may be available at law or in equity, including, without limitation, the right to obtain specific performance, to recover damages for any default (excluding any consequential, punitive, or special damages), or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding the foregoing, except as described in Section 2.04 hereof, the Company shall not be obligated to repay any Real Property Abatement or Data Center Exemption from any tax years prior to when the City issued a Default Notice, and similarly, the City shall not be obligated to repay any Supplemental Payments received prior to when the Company issued a Default Notice. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the event of default or any other event of default by the defaulting Party.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Representations.

(a) City Representations. The City and the Council have the full legal right, power, and authority to execute, deliver and perform this Agreement.

(b) Company Representations. The Company represents and warrants that: (i) the Company has the full legal right, power, and authority to execute, deliver and perform

this Agreement; (ii) the Company is a Delaware limited liability company qualified to do business in the State of Indiana; (iii) this Agreement is duly authorized, has been validly executed and delivered, and is legal, valid, binding and enforceable against the Company in accordance with its terms; (iv) the Company shall timely file all of the Performance Reports in accordance with the terms of this Agreement and the laws of the State of Indiana; and (v) the Company will pay all real property tax bills for the Development Site before the tax bills are delinquent. The Company further acknowledges that this Agreement touches and concerns the Development Site and that this Agreement is intended to be and shall be a covenant running with the Development Site, binding upon and enforceable against the Company, its successors and assigns, and all persons claiming under or through the Company so long as the Abatements are in effect.

(c) Representation by Counsel. Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against another Party shall have no application and is expressly waived.

Section 6.02 Mutual Assistance. The Parties agree to take such actions in a prompt and timely manner, including the execution and delivery of such documents, as may be necessary or appropriate to carry out the terms and intent of this Agreement and to aid and assist each other in carrying out said terms and intent.

Section 6.03 Time of Essence. The Parties will make every reasonable effort to expedite the subject matter hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 6.04 Extension of Time and Performance. Neither Party shall be deemed to be in default hereunder when it fails to perform or delays performance of any non-monetary obligations under this Agreement to the extent due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics and pandemics (including without limitation COVID-19), quarantine restrictions, freight embargoes, lack of transportation, newly enacted governmental restrictions, unusually severe weather, or the inability to secure necessary labor, materials or tools. An extension of time to perform shall be granted as a result of any of the foregoing causes, which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the Party claiming such extension to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Parties by mutual agreement. For avoidance of doubt, and notwithstanding anything contained herein to the contrary, the Company's obligations to pay the Supplemental Payments shall not be excused on the basis of any of the factors set forth in this Section 6.04.

Section 6.05 Waiver. No waiver of any default, failure to perform, condition, provision, or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision, or breach of this Agreement.

Section 6.06 Governing Laws; Consent to Jurisdiction. This Agreement will be construed in accordance with, and governed by, the laws of the State of Indiana. Any action to enforce or remedy a breach of this Agreement shall be brought in or venued to a court of competent jurisdiction in the State of Indiana, and the Parties, on their behalf and on behalf of their successors and assigns, consent to personal jurisdiction in Federal or State Courts of Allen County, Indiana.

Section 6.07 Entire Agreement. Except as otherwise expressly provided herein, this Agreement, including its exhibits, supersedes all prior agreements, oral or written negotiations, and discussions with respect to the subject matter hereof, and is a full integration of such agreement of the parties as to such subject matter.

Section 6.08 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual, written consent of the Parties, as provided by law, and by the execution of said amendment by the Parties or their successors-in-interest.

Section 6.09 Headings and Construction. The headings used for the articles, sections, and paragraphs of this Agreement are for convenience and reference purposes. This Agreement has been reviewed and negotiated by the parties and should not be interpreted more strongly for or against any party based upon the source of draftsmanship.

Section 6.10 Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

Section 6.11 Assignment. None of the parties may assign this Agreement, or any rights, interests, or obligations hereunder, without the prior written consent of all other parties, provided however, that the Company may assign this Agreement and any rights, interests, or obligations hereunder to any Affiliate without the prior written consent of the City. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors, administrators, trustees, and assigns.

Section 6.12 Third Party Beneficiaries. Nothing in this Agreement confers any rights or remedies on any third party not a signatory to this Agreement.

Section 6.13 No Joint Venture or Partnership. Nothing contained in this Agreement is to be construed as creating either a joint venture or partnership relationship between the parties or any affiliate thereof either collectively or severally.

Section 6.14 Notices. Any notices required for this Agreement will be given in writing, and will be deemed delivered when received by U.S. certified mail, United Parcel Service, or Federal Express, at the following addresses:

If to the Company:

Hatchworks LLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington Delaware, 19808

With copies to:

Barnes & Thornburg LLP
Richard J. Hall
11 South Meridian Street
Indianapolis, IN 46204

If to the City Parties:

City of Fort Wayne
Community Development
Attn: Division Director
Citizens Square
200 East Berry Street, Suite 320
Fort Wayne, Indiana 46802

With copies to:

Rothberg Law Firm
Thomas B. Trent
505 E. Washington Blvd.
Fort Wayne, Indiana 46802

Bonahoom & Bobilya, LLC
Joe Bonahoom
927 S. Harrison, Suite 200
Fort Wayne, Indiana 46802

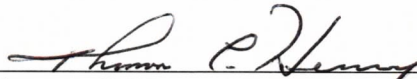
Section 6.15 Counterparts. This Agreement may be executed by facsimile or electronically exchanged signature pages and/or in any number of counterparts, each of which when so executed will be deemed an original, but all of which together will constitute the same instrument.

Section 6.16 Effective Date. This Agreement shall be effective on the Effective Date and the Parties hereto shall have no obligations under this Agreement until the conditions precedent to the effectiveness of this Agreement are fulfilled.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Taxpayer Agreement as of the date first written above.

CITY OF FORT WAYNE, INDIANA



Thomas C. Henry, Mayor
City of Fort Wayne, Indiana

Date: 12-22-23

**COMMON COUNCIL
CITY OF FORT WAYNE, INDIANA**



Glynn Hines, President

Date: 12/22/23

HATCHWORKS LLC

[Representative]
[Title]
[Company]

Date: _____

EXHIBIT A

Legal Description and Depiction of the Development Site

590.901 ACRES

Situated in the State of Indiana, County of Allen, Cities of New Haven and Fort Wayne and Township of Adams, lying in the Southwest and Southeast Quarters of Section 22, Northwest and Northeast Quarters of Section 27, and Northwest Quarter of Section 26, Township 30 North, Range 13 East of the Second Principal Meridian and being 590.901 acres comprised of part of that 328.263 acre tract conveyed to The City of Fort Wayne, Department of Redevelopment by deed of record in Document Number 204021738, all of that tract conveyed to Spencerville Farms LLC by deed of record in Document Number 2021085201, all of that 10.60 acre tract conveyed to Richard S. McBride and Andrea M. McBride by deed of record in Document Numbers 205022409 and 205022410, all of that 0.96 acre tract conveyed to Cindy M. Herring by deed of record in Document Number 2018064769, all of that tract conveyed to Cindy M. Herring by deed of record in Document Number 2014048899, all of that 40 acre tract conveyed to Ira E. Zelt and Carol Jane Zelt by deed of record in Document Number 84-007234, all of that 1.06 acre tract conveyed to Milton Dale Zelt and Michelle Wightman by deed of record in Document Number 2021079160, all of those 80 and 20 acre tracts conveyed to Ira E. Zelt and Carol Jane Zelt by deed of record in Document Number 89-044378, all of that 48.252 acre tract conveyed to Duane Widenhoefer and Nila J. Widenhoefer by deed of record in Document Number 2011044017, all of that 1.50 acre tract conveyed to Duane Widenhoefer and Nila J. Widenhoefer by deed of record in Document Number 2011044018, all of that 49.752 acre tract conveyed to Gary L. Widenhoefer and Sue A. Widenhoefer by deed of record in Document Number 2011028060, all of the remainder of that 95 acre tract conveyed to Gary M. Gerardot by deed of record in Document Number 89-013301, all of that 2.000 acre tract conveyed to Kenneth W. Hallgren and Casey A. Hallgren by deed of record in Document Number 2022050435, all of that 56.65 acre tract conveyed to Ronald A. Bulmahn and Janet K. Bulmahn by deed of record in Document Number 2014049922, and all of that 22.98 acre tract conveyed to Ronald A. Bulmahn and Janet K. Bulmahn by deed of record in Document Number 2014049925, said 590.901 acre tract surveyed by Joshua M. Meyer, Indiana Registered Land Surveyor No. LS21800027 and shown on a plat of survey certified on _____ as EMH&T job number 20230659 and last revised on _____ (all references are to the records of the Recorder's Office, Allen County, Indiana) and being more particularly described as follows:

BEGINNING at a cast iron Harrison monument found flush at the southwest corner of said Section 22, the northwest corner of said Section 27, being the centerline intersection of Adams Center Road and East Paulding Road, and being a common corner of said 328.263 and 56.65 acre tracts;

Thence North 01° 14' 03" West, with the westerly line of said Section 22, the centerline of said Adams Center Road, the westerly line of said 328.263 acre tract, a distance of 1973.06 feet to a mag nail found 0.5 feet below the surface;

Thence North 87° 41' 44" East, across said 328.263 acre tract and with the southerly line of that tract conveyed to FedEx National LTL, Inc. by deed of record in Document Number 206059426, a distance of 1319.88 feet to a 5/8 inch rebar capped "BONAR ASSOCIATES P.S. 0007" found 0.2 feet above the surface at the southeasterly corner of said FedEx National LTL, Inc. tract;

Thence North 01° 12' 15" West, with the easterly line of said FedEx National LTL, Inc. tract, a distance of 672.91 feet to northerly line of the Southwest 1/4 of said Section 22, the northeasterly corner of said FedEx National LTL, Inc. tract, the southeasterly corner of the right-of-way of Logistics Drive as described in Document Number 205025260, the southwest corner of that 6.704 acre tract conveyed to The City of Fort Wayne, Indiana acting by and through its department of redevelopment, by the Fort Wayne Redevelopment Commission by deed of record in Document Number 2020073887 (referenced by a 5/8 inch rebar found 0.5 feet above the surface South 34° 08' 36" East at a distance of 0.24 feet);

Thence North 87° 41' 21" East, with the northerly line of the Southwest 1/4 of said Section 22, the southerly lines of said 6.704 acre tract and that 5.661 acre tract conveyed to The City of Fort Wayne, Indiana acting by and through its department of redevelopment, by the Fort Wayne Redevelopment Commission by deed of record in Document Number 2020073887,

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(passing a 5/8 inch rebar with illegible cap found flush with the surface 0.18 feet left at a distance of 606.62) a total distance of 1320.12 feet to a stone found 0.5 feet below the surface, at the center of said Section 22, the southerly common corner of said 5.661 acre tract and that 5.504 acre tract conveyed to Transport Intermodal, LLC by deed of record in Document Number 2016025291 (referenced by a 5/8 inch rebar found 0.3 feet below the surface North 61° 22' 57" East at a distance of 0.65 feet);

Thence North 87° 46' 36" East, with the northerly line of the Southeast 1/4 of said Section 22, the southerly line of said 5.504 acre tract, a northerly line of said 328.263 acre tract, a distance of 908.06 feet to an iron pin set at a common corner of said 5.504 and 328.263 acre tracts, in the westerly line of the CSX Railroad (referenced by a 5/8 inch rebar capped "Karst #80040561" found flush with the surface being North 87° 46' 36" East at a distance of 0.65 feet);

Thence with the westerly line of said CSX Railroad, the easterly lines of said 328.263 acre tract, said Spencerville Farms LLC tract, and said 10.60 acre tract, with the arc of a curve to the right, having a central angle of 32° 05' 38", a radius of 2824.93 feet, an arc length of 1582.37 feet, a chord bearing of South 39° 24' 44" East and chord distance of 1561.76 feet to an iron pin set at a point of tangency (passing a 2 1/2 inch steel fence post found 1.2 feet to the left, at a chord length of 1081.18 feet);

Thence South 23° 21' 55" East, with the westerly line of said CSX Railroad, the easterly lines of said 10.60 acre tract, said Herring tract (Document Number 2014048899), and said 95 acre tract, (passing a 6 inch x 6 inch wood fence post found 2.50 feet left at a distance of 1165.27 feet, a 1/4 inch rebar found 1.5 feet found above the surface 2.91 feet left at a distance of 1166.13 feet, a 6 inch wood fence post found 3.14 feet left at a distance of 1166.99 feet, and a mag nail with shiner "D&A Firm #0026" found flush on line at a distance of 1498.53 feet) a total distance of 3778.23 feet to an iron pin set in the easterly line of the west 1/2 of the west 1/2 of the Northwest 1/4 of said Section 26, at the northerly corner of that 15.108 acre tract conveyed to Paul E. Trabel and Geri M. Trabel by deed of record in Document Number 91-018252;

Thence South 01° 18' 41" East, with and easterly line of the west 1/2 of the west 1/2 of the Northwest 1/4 of said Section 26, an easterly line of said 95 acre tract, the westerly line of said 15.108 acre tract, a distance of 522.73 feet to a 5/8 inch rebar found 0.2 feet below the surface at the southeast corner of the west 1/2 of the west 1/2 of the Northwest 1/4 of said Section 26, at the northeasterly corner of that 3.80 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-14305 (referenced by a 5/8 inch rebar found 0.3 feet above the surface North 88° 01' 09" East at a distance of 8.56 feet);

Thence South 88° 15' 07" West, with the southerly line of the Northwest Quarter of said Section 26, the northerly line of said 3.80 acre tract, a southerly line of said 95 acre tract, a distance of 657.44 feet to an iron pin set at the southwest corner of said Northwest Quarter, the southeast corner of the Northeast Quarter of said Section 27, the common corner of said 3.80 acre tract, that 7.54 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-10572;

Thence South 87° 41' 12" West, with the southerly lines of the Northeast and Northwest Quarters of said Section 27, the northerly lines of said 7.54 acre tract, that 7.53 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-10996, that 7.62 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-10571, that 5.01 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-10999, and that 2.00 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-02051, the southerly lines of said 95 acre tract, said 49.752, 48.252, 20, 80, 40, and 22.98 acre tracts, (passing an iron T-post found 4.37 feet right at a distance of 655.65 feet, a 5/8 inch rebar found 0.5 feet above the surface 2.07 feet right at a distance of 1072.28 feet, a 5/8 inch bolt found 0.2 feet above the surface 1.72 feet right at a distance of 1312.35 feet, a 2 inch iron fence post found

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1.97 feet left at a distance of 2294.71 feet, an iron T-post found 1.91 feet left at a distance of 2627.12 feet, a 2 inch iron fence post found 3.06 feet right at a distance of 3329.84 feet, and an 8 inch wood fence post found 0.17 feet right at a distance of 3952.18 feet) a total distance of 5275.57 feet to a 5/8 inch rebar found 0.3 feet below the surface at the southwest corner of the Northwest Quarter of said Section 27, in the centerline of said Adams Center Road, at the westerly common corner of said 22.98 acre tract and said 2.00 acre Indiana & Michigan Electric Company tract;

Thence North 01° 20' 46" West, with the westerly line of the Northwest Quarter of said Section 27, said centerline, the westerly lines of said 22.98 and 56.65 acre tracts, a distance of 2644.46 feet to the POINT OF BEGINNING, containing 590.901 acres, more or less of which 14.094 acres is located within the present roadway occupied.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron rebars, five-eighths (5/8) inch diameter, thirty (30) inches long, set flush, with a plastic cap inscribed Firm No. 0086.

Mag nails set, where indicated, are set flush with shiner inscribed Firm No. 0086.

The bearings herein are based on the Indiana State Plane Coordinate System, East Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The westerly line of Southwest Quarter of Section 22, Township 30N, Range 13E, having a bearing of North 01° 14' 03" West, is designated as the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Indiana Registered Land Surveyor No. LS21800027, in August-November, 2023.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Indiana Registered Land Surveyor No. LS21800027

Date

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Situated in the State of Indiana, County of Allen, Township of Adams, lying in the Southeast and Southwest Quarters of Section 27 and the Southwest Quarter of Section 26, Township 30 North, Range 13 East of the Second Principal Meridian and being 265.204 acres comprised of all of that tract conveyed to Ronald A. Bulmahn and Janet K. Bulmahn by deed of record in Document Number 2014049925, all of that tract conveyed to Victor G. Fox and Carol S. Fox by deed of record in Document Number 93-025200, all of that 66.949 acre tract conveyed to Gary M. Gerardot by deed of record in Document Number 2015066519, all of the remainder of that 4.855 acre tract conveyed to Gary M. Gerardot by deed of record in Document Number 205061542, all of the remainder of that 2.080 acre tract conveyed to Gary M. Gerardot by deed of record in Document Number 2011022443, all of the remainder of that 65.86 acre tract conveyed to Gary M. Gerardot by deed of record in Document Number 78-9653, all of that 0.5787 acre tract conveyed to Gary M. Gerardot by deed of record in Document Number 90-010708, all of that 0.6829 acre tract conveyed to Gary M. Gerardot by deed of record in Document Number 93-073064, and all of that 16.24 acre tract conveyed to Gary M. Gerardot by deed of record in Document Number 89-005960 said 265.204 acre tract surveyed by Joshua M. Meyer, Indiana Registered Land Surveyor No. LS21800027 and shown on a plat of survey certified on _____ as EMH&T job number 20230659 and last revised on _____ (all references are to the records of the Recorder's Office, Allen County, Indiana) and being more particularly described as follows:

BEGINNING at a 3/4 solid iron pin in a monument box found 0.6 feet below the surface at the southeast corner of the Southwest Quarter of said Section 27 and the southwest corner of the Southeast Quarter of said Section 27, the southwest corner of said 66.949 acre tract, the southeast corner of that 0.37 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-020873, in the centerline of East Tillman Road;

Thence North 01° 06' 29" West, with the westerly line of the Southeast Quarter of said Section 27 and said 66.949 acre tract, the easterly line of the Southwest Quarter of said Section 27 and 0.37 acre tract, a distance of 40.01 feet to a point in the northerly right-of-way line of said East Tillman Road, at the southeast corner of said Fox tract, the northeast corner of said 0.37 acre tract (referenced by a 5/8 inch rebar found flush with the surface being South 74° 01' 32" East at a distance of 0.19 feet);

Thence South 87° 48' 19" West, with said northerly right-of-way line, the southerly line of said Fox tract, the northerly line of said 0.37 acre tract (being parallel to and a 40.00 foot perpendicular offset of the centerline of East Tillman Road), a distance of 0.76 feet to an iron pin set;

Thence South 87° 47' 29" West, with said northerly right-of-way line, the southerly lines of said Fox and Bulmahn tracts, the northerly lines of said 0.37 acre tract, that 0.61 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-020872, that 0.38 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-024564, and that 0.24 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-024562 (being parallel to and a 40.00 foot perpendicular offset of the centerline of East Tillman Road), a distance of 2034.28 feet to a 5/8 inch rebar found 0.2 feet below the surface at the southwesterly corner of said Bulmahn tract, the southeast corner of the remainder of that 1.030 acre tract conveyed to David A. Bulmahn and Jill E. Bulmahn by deed of record in Document Number 205031577;

Thence North 00° 57' 48" West, with the easterly line of said 1.030 acre tract, a distance of 245.16 feet to an iron pin set at a northeasterly corner of said 1.030 acre tract;

Thence South 87° 47' 29" West, with the northerly line of 1.030 acre tract, a distance of 157.50 feet to a 5/8 inch rebar capped "#28A" found 0.2 feet below the surface at the northwest corner of said 1.030 acre tract, in the easterly line of that 2.02 acre tract conveyed to Phillip A. Summers and Diana S. Summers by deed of record in Document Number 204051457;

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Thence North 01° 08' 08" West, with the westerly line of said Ronald A. Bulmahn and Janet K. Bulmahn tract, the easterly lines of said 2.02 acre tract, that 0.18 acre tract conveyed to Phillip A. Summers and Diana S. Summers by deed of record in Document Number 204051457, that 1.068 acre tract conveyed to Barry Dibble and Suzanne K. Dibble by deed of record in Document Number 2022027085, that tract conveyed to Tina L. Harshman by deed of record in Document Number 2012054258, that tract conveyed to Travis Schaadt by deed of record in Document Number 2012072133, that 1.05 acre tract conveyed to James W. Buck Jr. by deed of record in Document Number 2000023227, that 1.044 acre tract conveyed to Kevin Scott Cornish and Mari A. Cornish by deed of record in Document Number 2018051948, that 1.038 acre tract conveyed to Bruce Brothers Properties, LLC by deed of record in Document Number 2022011538, that 1.032 acre tract conveyed to Lois M. Gerardot by deed of record in Document Number 2017004831, and that 1.038 acre tract conveyed to Norma M. Howe and Darrel W. Howe by deed of record in Document Number 2009009279, (passing a 1 inch bent solid iron pin found 0.5 feet below the surface 0.29 feet right at a distance of 105.77 feet, a 5/8 inch rebar found 0.4 feet below the surface 0.26 feet right at a distance of 105.78 feet, a 1 inch solid iron pin found 0.3 feet below the surface on line at a distance of 499.87 feet, a 1 inch angle iron found flush with the surface on line at a distance of 598.30 feet, and a 5/8 inch rebar found flush with the ground on line at a distance of 696.87 feet) a total distance of 893.08 feet to a 1/2 inch rebar capped "Owens #0241" found flush with the ground at the northeasterly corner of said 1.038 acre (Howe) tract, the southeasterly corner of that 1 acre tract conveyed to ND 30 Holdings, LLC by deed of record in Document Number 2021072897;

Thence North 01° 11' 54" West, continuing with the westerly line of said Ronald A. Bulmahn and Janet K. Bulmahn tract, the easterly lines of said 1 acre (ND 30) tract, that 2 acre tract conveyed to Mary L. Linnemeier and Martin Linnemeier by deed of record in Document Number 204073612, and that 2 acre tract conveyed to Jeanette M. Vachon, Diane M. Vachon, and Carole L. Heath by deed of record in Document Number 2007069230, (passing a 5/8 inch rebar found 0.1 feet below the surface on line at a distance of 96.73 feet, and an axle found 0.2 feet below the surface on line at a distance of 291.14 feet) a total distance of 485.22 feet to a 1/2 inch iron pipe with illegible cap found 0.1 feet below the surface at the northeasterly corner of said 2 acre (Vachon et al) tract, the southeasterly corner of that tract conveyed to Kaufmann, LLC by deed of record in Document Number 2016020820;

Thence North 02° 27' 17" West, continuing with the westerly line of said Ronald A. Bulmahn and Janet K. Bulmahn tract, the easterly lines of said Kaufmann, LLC tract and that tract conveyed to James A. Graber and Bianca C. Graber, Co-Trustees of the James A. & Bianca C. Graber Revocable Trust dated 3/12/13 by deed of record in Document Number 2013071309, (passing a 1/2 inch iron pipe found 0.3 feet above the surface 1.01 feet left at a distance of 97.07 feet) a total distance of 193.73 feet to a 1/2 inch iron pipe found flush with the surface at the northeasterly corner of said James A. Graber and Bianca C. Graber, Co-Trustees tract, the southeasterly corner of those tracts conveyed to Nicholas Beeching and Megan Beeching by deed of record in Document Number 2022019249;

Thence North 00° 58' 44" West, continuing with the westerly line of said Ronald A. Bulmahn and Janet K. Bulmahn tract, the easterly lines of said Beeching tracts, that tract conveyed to Bonnie L. Wilcher by deed of record in Document Number 980068693, (passing a 1/2 inch rebar found 0.1 feet above the surface 1.52 feet left at a distance of 386.29 feet) a total distance of 523.68 feet to the northwesterly corner of said Ronald A. Bulmahn and Janet K. Bulmahn tract, the northeasterly corner of said Wilcher tract, the southeasterly corner of that 0.58 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-08187, the southwest corner of that 5.01 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-10999, (referenced by a 1/2 inch rebar found 0.1 feet above the surface South 34° 55' 29" West at a distance of 0.83 feet);

Thence North 87° 41' 12" East, with the northerly lines of said Ronald A. Bulmahn and Janet K. Bulmahn tract, said Fox tract, said 66.949 and 65.86 acre tracts, the southerly lines of

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said 5.01 acre tract, that 7.62 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-10571, that 7.53 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-10996, and that 7.54 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-10572, (being parallel to and a 250.00 foot perpendicular offset of the northerly lines of said 1/4 Sections) (passing a 5/8 inch square head bolt found 0.1 feet below the surface 0.85 feet left at a distance of 875.37 feet, a 5/8 inch rebar with illegible cap found flush the surface on line at a distance of 2196.58 feet, a 5/8 inch rebar with aluminum cap "Stoody" found 0.1 feet above the surface 2.44 feet left at a distance of 3513.10 feet) a total distance of 4827.36 feet to an iron pin set in the easterly line of the Southeast 1/4 of said Section 27, the common corner of said 65.86, 16.24 and 7.54 acre tracts and that 3.80 acre tract conveyed to Indiana & Michigan Electric Company by deed of record in Document Number 73-14305 (reference a 5/8 inch square head bolt found 0.1 feet below the surface North 01° 23' 25" West at a distance of 0.94 feet, and a 2 inch iron fence post found North 34° 06' 21" East at a distance of 0.80 feet);

Thence North 87° 41' 12" East, with the line common to said 16.24 and 3.80 acre tracts (being parallel to and a 250.00 foot perpendicular offset of the northerly lines of said 1/4 Sections), a distance of 2.79 feet to an iron pin set;

Thence North 88° 15' 07" East, with line common to said 16.24 and 3.80 acre tracts (being parallel to and a 250.00 foot perpendicular offset of the northerly lines of said 1/4 Sections), a distance of 656.59 feet to an iron pin set in the easterly line of the west 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 26, at the northeasterly corner of said 16.24 acre tract, the southeasterly corner of said 3.80 acre tract, in the westerly line of that 15.108 acre tract conveyed to Paul E. Trabel and Geri M. Trabel by deed of record in Document Number 91-018252 (referenced by a 5/8 inch square head bolt found 0.1 feet above the surface North 84° 35' 41" East at a distance of 7.97 feet);

Thence South 01° 50' 11" East, with the easterly line of the west 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 26, the easterly line of said 16.24 acre tract, the westerly line of said 15.108 acre tract, a distance of 1060.13 feet to a 5/8 inch square head bolt found 0.4 feet below the surface at the southeasterly corner of said 16.24 acre tract, the southwesterly corner of said 15.108 acre tract, in the northerly line of that 40 acre tract conveyed to Ronald J. Landin and Linda M. Landin by deed of record in Document Numbers 2050048202 and 205048203, being the southeast corner of the west 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 26 (referenced by a 4 inch by 4 inch stone found flush South 29° 35' 02" East at a distance of 0.66 feet);

Thence South 88° 21' 12" West, with the southerly line of said 16.24 acre tract, the northerly line of said 40 acre tract, the southerly line of the west 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 26, a distance of 667.63 feet to an iron pin set at the southwesterly corner of said 16.24 acre tract, the northwesterly corner of said 40 acre tract, in the easterly line of said 65.86 acre tract, the easterly line of the Southeast 1/4 of said Section 27 (referenced by a steel U-channel post found South 27° 49' 42" East a distance of 0.25 feet, a 5/8 inch rebar found 1.0 feet above the surface South 10° 01' 18" East a distance of 11.44 feet, and a steel U-channel post found South 11° 30' 06" East at a distance of 11.82 feet);

Thence South 01° 23' 25" East, with the easterly line of the Southeast 1/4 of said Section 27, the easterly line of said 65.86 acre tract, the westerly line of said 40 acre tract, a distance of 1081.24 feet to an iron pin set at the southeasterly corner of said 65.86 acre tract, the northeasterly corner of that 0.5787 acre tract conveyed to Daniel Frye, Jr. and Rachael Frye by deed of record in Document Number 2018005113 (referenced by a 2 inch iron fence post found South 76° 07' 44" West at a distance of 0.81 feet);

Thence South 87° 48' 19" West, with a southerly line of said 65.86 acre tract, the northerly lines of said 0.5787 acre tract, that 0.5787 acre tract conveyed to Barbara Forest by deed of record in Document Number 2020008764, that 0.5787 acre tract conveyed to Dale A.

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Walker and Rosalyn Marie Walker by deed of record in Document Number 2009000379, and that tract conveyed to Dennis J. Adkison and Dorothy A. Adkison by deed of record in Document Number 960023219, (passing a 3/4 inch pinch top iron pipe found flush with the surface 0.44 feet right at a distance of 120.75 feet, a 3/4 inch pinch top iron pipe found flush with the surface 0.34 feet right at a distance of 120.78 feet a 1 inch iron fence post found 0.11 feet left at a distance of 241.09 feet, and a 1 inch iron fence post found 0.13 feet right at a distance of 360.40 feet) a total distance of 480.39 feet to a 5/8 inch square head bolt found 0.1 feet above the surface at the northeasterly corner of said 0.6829 acre tract, the northwesterly corner of said Adkison tract;

Thence South 01° 28' 48" East, with the easterly line of said 0.6829 acre tract, the westerly line of said Adkison tract, a distance of 210.00 feet to an iron pin set in the northerly right-of-way line of said East Tillman Road, at the northeasterly corner of that 0.13 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-021726, the northwesterly corner of that 0.11 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-020957;

Thence South 87° 48' 19" West, with said northerly right-of-way line, the northerly line of said 0.13 acre tract and that 0.15 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-023729 (being parallel to and a 40.00 foot perpendicular offset of the centerline of East Tillman Road), a distance of 145.31 feet to a 5/8 inch rebar capped "Sauer #048" found flush with the surface at the southeasterly corner of that 1.803 acre tract conveyed to Michael L. Ackels and Jessica L. Ackels by deed of record in Document Number 2017056581;

Thence North 01° 11' 21" West, with the easterly lines of said 1.803 acre tract and that 1.000 acre tract conveyed to Michael L. Ackels and Jessica L. Ackels by deed of record in Document Number 2020028775, (passing a 5/8 inch rebar capped "Sauer #048" found flush with the surface on line at a distance of 339.09 feet) a total distance of 468.38 feet to a 5/8 inch rebar capped "Sauer" found 0.2 feet below the surface at the northeasterly corner of said 1.000 acre tract;

Thence South 87° 48' 19" West, with the northerly line of said 1.000 acre tract, a distance of 337.00 feet to an iron pin set at a northwesterly corner of said 1.000 acre tract;

Thence South 01° 11' 21" East, with the westerly lines of said 1.000 and 1.803 acre tracts, and that tract conveyed to Charles L. Itt and Jacqueline Lee Itt by deed of record in Document Number 2018035384, (passing a 5/8 inch rebar found 0.3 feet below the surface on line at a distance of 129.29 feet and a 3/4 inch iron pipe found 0.1 feet below the surface on line at a distance of 258.38 feet) a total distance of 468.38 feet to an iron pin set in the northerly right-of-way line of said East Tillman Road, at the southeasterly corner of said 0.5787 acre tract, the southwesterly corner of said Itt tract, the northwesterly corner of that 0.16 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-020587, the northeasterly corner of that 0.11 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-020586;

Thence South 87° 48' 19" West, with said northerly right-of-way line, the southerly line of said 0.5787 acre tract, the northerly line of said 0.11 acre tract, a distance of 119.55 feet to a 5/8 inch rebar with illegible cap found flush with the surface at the southwesterly corner of said 0.5787 acre tract, the northwesterly corner of said 0.11 acre tract, the northeasterly corner of that 0.22 acre tract conveyed to County of Allen, Indiana by deed of record in Document Number 77-020958, the southeasterly corner of that 1.157 acre tract conveyed to Frederick A. Hitzemann by deed of record in Document Number 980015911;

Thence North 01° 13' 24" West, with the westerly line of said 0.5787 acre tract, the easterly line of said 1.157 acre tract, a distance of 210.00 feet to an iron pin set at a common

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corner thereof, in the southerly line of said 65.86 acre tract (reference a 3/4 inch pinch top iron pipe found 0.6 feet above the surface South 78° 46' 43" West at a distance of 1.29 feet);

Thence South 87° 48' 19" West, with the southerly line of said 65.86 acre tract, the northerly line of said 1.157 acre tract, a distance of 239.19 feet to an iron pin set at a common corner thereof, in the easterly line of said 66.949 acre tract, the easterly line of the west half of the Southeast 1/4 of said Section 27 (referenced by a 2 inch iron fence post found South 85° 43' 40" West at a distance of 1.06 feet);

Thence South 01° 13' 24" East, with said easterly lines, the westerly lines of said 1.157 and 0.22 acre tracts, (passing a bent 5/8 inch rebar found flush with the surface on line at a distance of 209.80 feet) a total distance of 250.00 feet to a magnetic nail set at the southeasterly corner of said 66.949 acre tract, the southwesterly corner of said 0.22 acre tract, the southeasterly corner of the west half of the Southeast 1/4 of said Section 27, in the centerline of said East Tillman Road;

Thence South 87° 48' 19" West, with said centerline, the southerly line of said Southeast Quarter of Section 27, the southerly line of said 66.949 acre tract, a distance of 801.23 feet to a magnetic nail set at a southwesterly corner of said 66.949 acre tract, the southeasterly corner of the remainder of that tract conveyed to Fort Wayne National Bank (nka National City Bank), Trustee by deed of record in Document Number 980015574;

Thence North 02° 11' 41" West, with a westerly line of said 66.949 acre tract, the easterly lines of the remainder of said Fort Wayne National Bank tract and that 2.000 acre tract conveyed to Lyle A. Klemm and Barbara J. Klemm by deed of record in Document Number 2017064722, (passing 5/8 inch rebar with illegible cap found flush with the surface on line at a distance of 40.00 feet) a total distance of 490.00 feet to an iron pin set at a common corner of said 66.949 and 2.000 acre tracts (referenced by a 5/8 inch rebar found 0.3 feet above the surface South 36° 14' 11" East at a distance of 0.46 feet);

Thence South 87° 48' 19" West, with a southerly line of said 66.949 acre tract, the northerly lines of said 2.000 acre tract and that 1.770 acre tract conveyed to Jack A. McKee and Traci L. McKee by deed of record in Document Number 2017041433, (passing a 5/8 inch rebar capped "Sauer" found flush with the surface on line at a distance of 193.60 feet) a total distance of 360.66 feet to a 5/8 inch rebar capped "Sauer" found flush with the surface at the northwesterly corner of said 1.770 acre tract;

Thence South 01° 06' 18" East, with the westerly line of said 1.770 acre tract, a distance of 450.08 feet to a 5/8 inch rebar capped "Sauer" found 0.1 feet below the surface in the northerly right-of-way line of said East Tillman Road, the southwesterly corner of said 1.770 acre tract, in the northerly line of the remainder of said Fort Wayne National Bank tract;

Thence South 87° 48' 19" West, with said northerly right-of-way line, the southerly lines of said 2.080 and 4.855 acre tracts, the northerly line of the remainder of said Fort Wayne National Bank tract (being parallel to and a 40.00 foot perpendicular offset of the centerline of East Tillman Road), a distance of 100.78 feet to the southwesterly corner of said 4.855 acre tract, the northwesterly corner of the remainder of said Fort Wayne National Bank tract, in an easterly line of said 66.949 acre tract (referenced by a 5/8 inch rebar capped "0058" found flush with the surface South 47° 38' 55" East at a distance of 0.23 feet);

Thence South 02° 11' 41" East, with the easterly line of said 66.949 acre tract, the westerly line of the remainder of said Fort Wayne National Bank tract, a distance of 40.00 feet to a magnetic nail set at a common corner thereof in the centerline of said East Tillman Road, the southerly line of said Southeast Quarter of Section 27;

Thence South 87° 48' 19" West, with the southerly line of said 66.949 acre tract, said centerline, the southerly line of said Southeast Quarter of Section 27, a distance of 50.00 feet to

265.204 ACRES

- 6 -

the POINT OF BEGINNING, containing 265.204 acres, more or less of which 0.782 acre is located within the present roadway occupied.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron rebars, five-eighths (5/8) inch diameter, thirty (30) inches long, set flush, with a plastic cap inscribed Firm No. 0086.

Mag nails set, where indicated, are set flush with shiner inscribed Firm No. 0086.

The bearings herein are based on the Indiana State Plane Coordinate System, East Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The westerly line of Southwest Quarter of Section 22, Township 30N, Range 13E, having a bearing of North 01° 14' 03" West, is designated as the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Indiana Registered Land Surveyor No. LS21800027, in August-November, 2023.

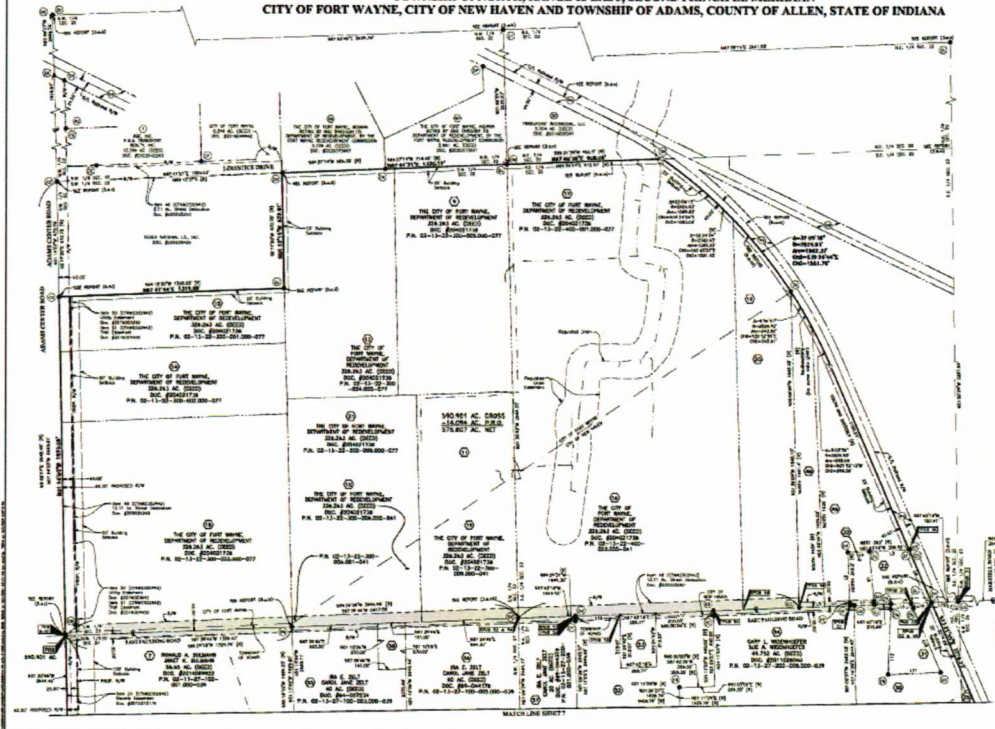
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Indiana Registered Land Surveyor No. LS21800027

Date

ALTA/NSPS LAND TITLE SURVEY

SOUTHWEST & SOUTHWEST QUARTERS OF SECTION 22, NORTHWEST & SOUTHWEST QUARTERS OF SECTION 26 AND NORTHEAST, SOUTHWEST & SOUTHWEST QUARTERS OF SECTION 27,
TOWNSHIP 30 NORTH, RANGE 13 EAST, SECOND PRINCIPLE MERIDIAN
CITY OF FORT WAYNE, CITY OF NEW HAVEN AND TOWNSHIP OF ADAMS, COUNTY OF ALLEN, STATE OF INDIANA



PARCEL NUMBER	AREA (AC)	PLAT	PAGE
1	0.1000	02-11-11-01-001-000-001	001
2	0.1000	02-11-11-01-001-000-002	002
3	0.1000	02-11-11-01-001-000-003	003
4	0.1000	02-11-11-01-001-000-004	004
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17	0.1000	02-11-11-01-001-000-017	017
18	0.1000	02-11-11-01-001-000-018	018

NO.	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
1	N 89° 14' 18" W	10.00	S 89° 14' 18" E	10.00	N 89° 14' 18" W	10.00
2	N 89° 14' 18" W	10.00	S 89° 14' 18" E	10.00	N 89° 14' 18" W	10.00
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18	N 89° 14' 18" W	10.00	S 89° 14' 18" E	10.00	N 89° 14' 18" W	10.00

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MATCHLESS STREET

SCALE: 1" = 100'

DATE: December 14, 2023

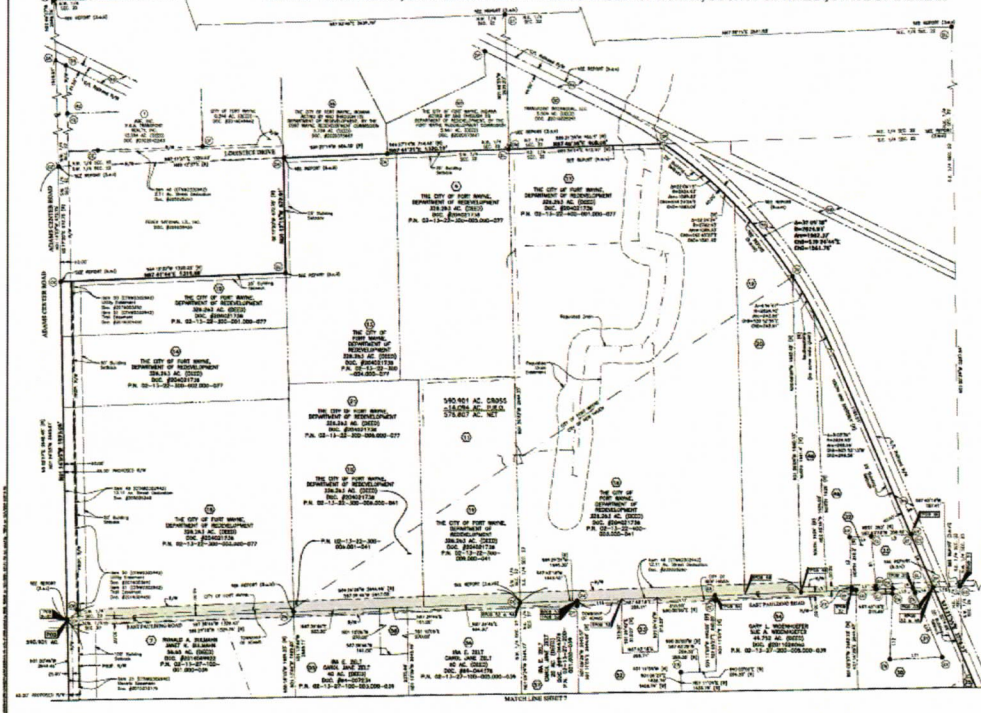
DRAWN BY: [Name]

CHECKED BY: [Name]

TOTAL SHEETS: 3 of 12

ALTA/NSPS LAND TITLE SURVEY

SOUTHWEST & SOUTHEAST QUARTERS OF SECTION 22, NORTHWEST & SOUTHWEST QUARTERS OF SECTION 26 AND NORTHEAST & SOUTHWEST QUARTERS OF SECTION 27,
TOWNSHIP 38 NORTH, RANGE 13 EAST, SECOND PRINCIPLE MERIDIAN
CITY OF FORT WAYNE, CITY OF NEW HAVEN AND TOWNSHIP OF ADAMS, COUNTY OF ALLEN, STATE OF INDIANA



PARCEL IDENTIFICATION NUMBER	ACRES	SQ. FT.
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2	0.0000	0.00
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NO.	OWNER	ADDRESS	CITY	STATE	ZIP
1	THE CITY OF FORT WAYNE	100 W. CALDWAY BLVD	FORT WAYNE	IN	46802
2	THE CITY OF FORT WAYNE	100 W. CALDWAY BLVD	FORT WAYNE	IN	46802
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DATE	12/15/2022
BY	J. A. [Name]
SCALE	AS SHOWN
PROJECT	ALTA/NSPS LAND TITLE SURVEY
SHEET NO.	3 OF 12
TOTAL SHEETS	12

EXHIBIT B

Statement of Benefits (Form 51767)

DocuSign Envelope ID: 1A7E564A-0FF0-472A-86B2-49FEA73C1148



STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS
 Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary)
 State Form 51767 (R7 / 1-21)
 Prescribed by the Department of Local Government Finance

20__ PAY 20__
FORM SB-1 / Real Property
PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
 Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1		TAXPAYER INFORMATION			
Name of taxpayer HATCHWORKS LLC					
Address of taxpayer (number and street, city, state, and ZIP code) 2801 Centerville Road, 1st Floor PMB 811 Wilmington, DE 19808					
Name of contact person Richard Hall; External counsel; Barnes & Thornburg LLP		Telephone number (317) 231-7516		E-mail address richard.hall@btlaw.com	
SECTION 2		LOCATION AND DESCRIPTION OF PROPOSED PROJECT			
Name of designating body Fort Wayne Common Council				Resolution number	
Location of property 5801 Adams Center Road, Fort Wayne, IN 46806 See attached legal description		County Allen		DLGF taxing district number 077	
Description of real property improvements, redevelopment or rehabilitation (use additional sheets if necessary) Development of a data center campus consisting of buildings inclusive of its associated mechanical and electrical equipment and ancillary improvements of structures to support any building constructed on the parcels to be designated with the primary purpose of housing computer equipment, servers and other equipment for the processing of data. Updated sitemaps will be available upon request.				Estimated start date (month, day, year) 1/1/2024	
				Estimated completion date (month, day, year) 12/31/2064	
SECTION 3		ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT			
Current Number 0	Salaries N/A	Number Retained 0	Salaries N/A	Number Additional 30	Salaries \$1,949,800
SECTION 4		ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT			
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current values		\$0		N/A	
Plus estimated values of proposed project		\$400,000,000.00		N/A	
Less values of any property being replaced		\$0		N/A	
Net estimated values upon completion of project		\$400,000,000.00		N/A	
SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER			
Estimated solid waste converted (pounds) <u> N/A </u>		Estimated hazardous waste converted (pounds) <u> N/A </u>			
Other benefits The Company has many environmental and sustainability initiatives including 100% renewable energy and water replenishment goals.					
SECTION 6		TAXPAYER CERTIFICATION			
I hereby certify that the representations in this statement are true.					
Signature of Authorized Representative David Thomas				Date signed (month, day, year) December 6, 2023	
Printed name of authorized representative David Thomas			Title Manager		

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed _____ calendar years* (see below). The date this designation expires is _____. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*
- B. The type of deduction that is allowed in the designated area is limited to:
 1. Redevelopment or rehabilitation of real estate improvements Yes No
 2. Residentially distressed areas Yes No
- C. The amount of the deduction applicable is limited to \$ _____.
- D. Other limitations or conditions (specify) _____
- E. Number of years allowed: Year 1 Year 2 Year 3 Year 4 Year 5 (* see below)
 Year 6 Year 7 Year 8 Year 9 Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?
 Yes No
 If yes, attach a copy of the abatement schedule to this form.
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

EXHIBIT C

GUARANTY

THIS GUARANTY, dated as of last date this Guaranty is signed by either party as set forth below, is executed by the company identified below as the guarantor (“**Guarantor**”) in favor of the City of Fort Wayne, a political subdivision of the State of Indiana, (“**Creditor**”).

Whereas, (a) the affiliate of Guarantor identified below (“**Obligor**”) has entered or seeks to enter into a certain Taxpayer Agreement dated December 22, 2023 with Creditor (such agreement is referred to herein as the “**Contract**”); and (b) Guarantor is the parent corporation of Obligor and has agreed to guarantee Obligor’s obligations under the Contract.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Guarantor and Creditor hereby agree as follows:

1. Guaranty.

(a) Guarantor hereby unconditionally guarantees, and promises to perform, each Obligation (as defined below) of Obligor under the Contract on demand by Creditor, provided, however, that nothing herein shall require Guarantor to make any payment to Creditor in excess of that which Obligor was liable for under the Contract. For purposes of this Guaranty, “**Obligations**” shall consist exclusively of all payments, liabilities and obligations owed by Obligor to Creditor for Supplemental Payments now existing or hereafter arising pursuant to Section 2.02 of the Contract. Notwithstanding anything to the contrary in this Guaranty, in no event shall Guarantor’s liability under this Guaranty exceed the greater of (i) \$1,000,000, or (ii) the number of Data Center Buildings located on the Development Site multiplied by the sum of \$300,000, in any given year commencing on January 1, 2025, with a maximum aggregate liability of \$40,000,000.

(b) Guarantor’s obligations under this Guaranty are continuing obligations and are not satisfied or discharged in full by an intermediate payment or

settlement of account by Obligor. This Guaranty constitutes an independent guaranty of payment, and is not conditioned on or contingent upon any attempt to enforce in whole or in part any Obligations of Obligor to Creditor, the existence or continuance of Obligor as a legal entity, the consolidation or merger of Obligor with or into any other entity, the sale, lease or disposition by Obligor of all or substantially all of its assets to any other entity, the bankruptcy or insolvency of Obligor, the admission by Obligor of its inability to perform any obligation, or the making by Obligor of a general assignment for the benefit of creditors.

(c) Guarantor’s obligations hereunder are primary obligations and not those of mere sureties. The obligations of Guarantor may be enforced by Creditor against Guarantor without first having recourse to any of its rights against Obligor or any other person.

(d) Guarantor may revoke this Guaranty, and terminate its obligations hereunder, at any time upon written notice to Creditor if Obligor replaces this Guaranty with a standby letter of credit (or similar bank guaranty), in a form reasonably acceptable to Creditor, in an amount equal to the Guarantor’s aggregate liability under this Guaranty.

(e) This Guaranty shall terminate on the earliest to occur of (i) December 31, 2064, or (ii) the date Obligor has fully paid and performed its obligations under the Contract.

2. Representations and Warranties. Guarantor represents and warrants to Creditor that: (a) Guarantor is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (b) the execution, delivery and performance by Guarantor of this Guaranty have been duly authorized by all necessary actions on the part of

Guarantor and this Guaranty constitutes a legally binding obligation of Guarantor except as the enforceability hereof may be limited by applicable bankruptcy, insolvency, moratorium and other laws affecting creditor's rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

3. Miscellaneous. All notices or other communications to Creditor or Guarantor under this Guaranty shall be in writing and delivered by courier, signature on receipt required, or via mail with a copy via confirmed facsimile, to the addresses stated in this Guaranty (or such other address as is provided for notice purposes in writing) and shall be effective upon delivery. This Guaranty may not be amended or modified except by written instruments signed by Guarantor and Creditor. This Guaranty shall be binding upon and inure to the benefit of Creditor and Guarantor and their respective successors and assigns, provided, however that neither Guarantor nor Creditor shall assign its rights and obligations hereunder without the prior written consent of the other party, and any assignment without the prior written consent of the other party shall be null and void. If at any time any provision of this Guaranty is deemed to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Guaranty shall not in any way be affected or impaired thereby. This Guaranty shall be governed by and construed in accordance with the laws of the State of Indiana without reference to conflicts of law rules. Any action or proceeding arising out of this Guaranty shall be brought and enforced in the state courts of Allen County, Indiana, or in the United States District Court for the Northern District of Indiana located in Allen County, Indiana and the Guarantor hereby irrevocably submits to the jurisdiction of such courts and waives any objection based on forum non conveniens or to venue of any action instituted hereunder.

IN WITNESS WHEREOF, the parties have caused this Guaranty to be executed as of the date stated below.

GUARANTOR: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

OBLIGOR: Hatchworks LLC

Address: 2801 Centerville Road, 1st FL, PMB 8
Wilmington, DE 19808

CREDITOR: City of Fort Wayne

By: _____

Name: _____

Title: _____

Date: _____

Address: 200 East Berry Street, Suite 320
Fort Wayne, IN 46802

EXHIBIT D

Certification of Compliance with Performance Milestones

Company Name	
Location	
Performance Reporting Period Ending Date	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Milestone	As of []	% Complete
Capital Investment (provide breakdown below)	\$845,000,000		
New Jobs	30		
Average Annual Wage	125% of Allen County, IN, Average Wage		

Initial Capital Investment Breakdown	Amount
Land	\$
Real Property	\$
Personal Property	\$

The undersigned party certifies that the above and foregoing is true and accurate to the best of my knowledge and belief this ____ of _____, 20__.

HATCHWORKS LLC

[Representative]
[Title]
[Company]

Date: _____

EXHIBIT E

Annual Certification of Compliance with the Job and Wage Commitment

Company Name	
Location	
Performance Reporting Period Ending Date	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Milestone	As of []	% Complete
Jobs	30		
Average Annual Wage	125% of Allen County, IN, Average Wage		

The undersigned party certifies that the above and foregoing is true and accurate to the best of my knowledge and belief this ____ of _____, 20__.

HATCHWORKS LLC

[Representative]
[Title]
[Company]

Date: _____

DIGEST SHEET

TITLE OF RESOLUTION. A Resolution of the Common Council of the City of Fort Wayne, Indiana, approving a taxpayer agreement for a new economic development project located at the address commonly known as 5801 Adams Center Road.

DEPARTMENT REQUESTING RESOLUTION. Community Development / Redevelopment

SYNOPSIS OF RESOLUTION. This resolution approves a taxpayer agreement between the City of Fort Wayne and Hatchworks LLC. The taxpayer agreement establishes minimum taxpayer payment terms as described below and governs the implementation of the data center personal property tax exemption as allowed for under Indiana Code 6-1.1-10-44.

EFFECT OF PASSAGE. Passage of the resolution will provide a guarantee of annual minimum taxpayer payments from the project site commonly known as 5801 Adams Center Road. Minimum taxpayer payment requirements will begin in the year following the first tax assessment of improvements at the project site and will continue during the 40-year term of the agreement. Specifically, the annual minimum taxpayer payment will be the greater of 1) actual property taxes due at the project site; 2) \$1,000,000; or 3) \$300,000 per data center building. The resolution also provides for a data center personal property tax exemption as allowed for under Indiana Code 6-1.1-10-44, which establishes a 40-year 100% personal property tax exemption for the data center equipment, subject to compliance requirements including annual wages that will average at minimum 125% of the average wage in Allen County.

EFFECT OF NON-PASSAGE. Non-passage would jeopardize the establishment of a data center campus at the project site and the initial project capital investment of \$845,000,000 for the campus and the creation of 30 jobs.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS). No direct costs.

ASSIGNED TO COMMITTEE (PRESIDENT). _____



COMMUNITY DEVELOPMENT REDEVELOPMENT

Thomas C. Henry, Mayor

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne, IN 46802

260-427-2150 fwcommunitydevelopment.org

December 7, 2023

MEMO

To: City of Fort Wayne Common Council

Copy: Nancy Townsend, Community Development Director

From: Jonathan Leist, Fort Wayne Redevelopment Commission Executive Director, 427-1323

Re: **Resolution approving a taxpayer agreement for property commonly known as 5801 Adams Center Road**

The Fort Wayne Division of Community Development hereby requests that the Common Council consider and approve the enclosed resolution authorizing a taxpayer agreement between the City of Fort Wayne and Hatchworks LLC for a new economic development project located at 5801 Adams Center Road.

The requested taxpayer agreement would put the Adams Center Road development site in southeast Fort Wayne on equal competitive footing with the tax environment in neighboring midwestern states and induce a minimum capital investment of \$845,000,000 and the creation of a minimum of 30 direct jobs paying at minimum 125% of the average Allen County wage.

Passage of the resolution will provide a guarantee of annual minimum taxpayer payments from the project site. The annual minimum taxpayer payment for the site will be the greater of 1) actual property taxes due at the project site; 2) \$1,000,000; or 3) \$300,000 per data center building. The resolution also provides for a data center personal property tax exemption as allowed for under Indiana Code 6-1.1-10-44, which establishes a 40-year 100% personal property tax exemption for the data center equipment, subject to compliance requirements including annual wages that will average at minimum 125% of the average wage in Allen County.

This area was previously identified in the All in Allen and Allen County Together plans as a preferred location for catalytic economic development projects such as the proposed investment. Development of the project site would bring high paying technology jobs, substantial capital investment, and help establish the site as a growing southeast Fort Wayne employment center as called for in the Allen County Together plan.

If you have any questions about the proposed demolition, please contact me at 427-1323 or jonathan.leist@cityoffortwayne.org.

Vibrant. Prosperous. Growing.



BILL NO. R-23-12-03

REPORT OF COMMITTEE ON FINANCE

December 22, 2023


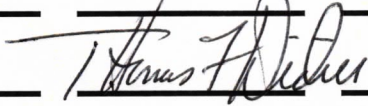

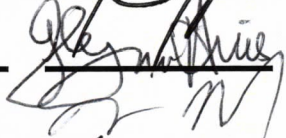
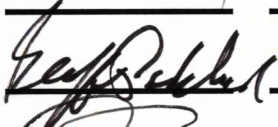

Geoff Paddock Chair

Jason Arp Co-Chair

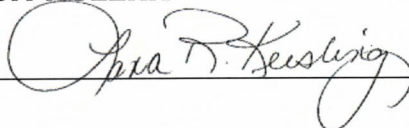
All Council Members

A Resolution of the Common Council of the City of Fort Wayne, Indiana
Approving a Taxpayer Agreement for a new Economic Development Project
located at the address commonly known as 5801 Adams Center Road, Fort
Wayne, Indiana 46806 (Hatchworks LLC)

**COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration
and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Paddock.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson Paddock, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: December 22, 2023




 LANA R. KEESLING, CITY CLERK


Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-23-12-03 on the 22nd day of December, 2023

ATTEST:



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 22nd of December 2023, at the hour of 11:00 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 22nd day of December 2023, at the hour of 11:30 o'clock AM. E. S.T.



 THOMAS C. HENRY, MAYOR

