Brent Curry
President
Appointed by Council
Jan. 1, 2024 to Dec. 31, 2027

Sandi Schreiber
Secretary
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027

City of Elkhart
*Economic Development*

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# AGENDA FOR ECONOMIC DEVELOPMENT COMMISSION MEETING
# MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
# TUESDAY, NOVEMBER 10, 2026 at 5:00 P.M.

## THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA TEAMS

To join, go
https://teams.microsoft.com/meet/285257773462369?p=EQzuZOBDeRNuUYUJn3
Enter **285 257 773 462 369 0** as the event number and
**Ae3H6Wm2** as the event password.

Comments and questions may be submitted to
Mike.Huber@cityofelkhartin.gov prior to the meeting.

1. Call to Order
2. Approval of Minutes
   - February 10, 2026 Regular Meeting Minutes
3. New Business
   a) Public Hearing for Garrison Frazier Loan Agreement for Love Plaza
   b) Garrison Frazier Project
   - Approve and authorize certain actions and proceedings with respect to certain proposed economic development tax increments financing of a direct loan to the developer of an economic development facility (Garrison Frazier Project).
3. Public Comment
4. Adjournment

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City of Elkhart
Economic Development

# Economic Development Commission
# Meeting Minutes
# Tuesday, February 10, 2026

Present: Brent Curry, Sandi Schreiber, Sherry Weber (Recording Secretary), Gary Boyn, Mike Huber, Dina Harris, Cindy Ostrom

Via Webex: Chris Pottratz and Mary Lou Timmons

## Call to Order

This meeting was held in-person, telephonically and virtually through WEBEX. Mr. Curry called the meeting to order at 3:00 pm.

## Agenda Amendment

Mr. Curry asked for a motion to amend the February 10, 2026 Regular Meeting Agenda. Moved by Ms. Schreiber. Seconded by Mr. Curry. Voice vote, all in favor. Motion approved.

## Election of Officers

Mr. Curry made a motion to appoint Sandra Schreiber as Secretary for the Economic Development Commission. Second by Ms. Schreiber. Voice vote, all in favor. Motion approved.

Ms. Schreiber made a motion to appoint Brent Curry as President for the Economic Development Commission. Second by Mr. Curry. Voice vote, all in favor. Motion approved.

Mr. Curry noted there is an unfilled position on the Economic Development Commission, causing the appointment of Vice President to remain open.

## Approval of May 6, 2025 Regular Meeting Minutes

Mr. Curry asked for a motion to approve the September 15, 2025 Regular Meeting Minutes. Moved by Ms. Schreiber. Seconded by Mr. Curry. Voice vote, all in favor. Motion approved.

## Public Hearing for EDC Report on Economic Development Facilities for Advantix Development Corporation Project

Mr. Huber addressed the commission and answered questions. Mr. Curry opened the public hearing for the EDC Report on Economic Development Facilities for Advantix Development Corporation project. There was no public comment. Mr. Curry closed the public hearing.

DRAFT

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**Sterling Avenue Housing Project-Advantix Development Corporation**

Mr. Huber addressed the commission and answered questions. Mrs. Schreiber made a motion to adopt the resolution and approve the report and the economic development loan of $500,000 to Advantix Development Corporation and recommend the Common Council approve the loan agreement and note funding agreement and ordinance all as more fully set forth in the form of resolution. Seconded by Mr. Curry. Voice vote, all in favor, non-opposed. Motion approved.

**Public Hearing for EDC Report on Economic Development Facilities for Garrison Frazier Development Project**

Mr. Huber addressed the commission and answered questions. Mr. Curry opened the public hearing for the EDC Report on Economic Development Facilities for Garrison Frazier Development project. There was no public comment. Mr. Curry closed the public hearing.

**South Main Street/Freight Street Development Project-Garrison Frazier Development**

Mr. Huber addressed the commission and answered questions. Mrs. Schreiber made a motion to adopt the resolution approving the issuance of $9,000,000 of economic development tax increment revenue bonds to pay part of the project costs and make a $5, 800,000 loan to developer and recommend the Common Council approve the loan agreement and note, funding agreement, loan ordinance, trust indenture, financing agreement and bond ordinance all as more fully set forth in the form of resolution. Seconded by Mr. Curry. Voice vote, all in favor, non-opposed. Motion approved.

**Public Comment**

There was no public comment.

**Adjournment**

There being no further discussion, Mr. Curry asked for a motion to adjourn the meeting. Moved by Mrs. Schreiber. Seconded by Mr. Curry. Voice vote, all in favor, non-opposed. Motion approved. Meeting adjourned at 3:10 pm.

_____

Brent Curry, President

DRAFT

**NOTICE OF PUBLIC HEARING OF THE CITY OF ELKHART ECONOMIC DEVELOPMENT COMMISSION**

Notice is hereby given that the City of Elkhart Economic Development Commission (the "Commission") will hold a public hearing on Tuesday, November 10, 2026, at 5:00 p.m., in the Council Chambers, located on the 2nd floor of the Elkhart Municipal Building, 229 S. Second Street, Elkhart, Indiana, concerning the funding of a forgivable loan to Garrison Frazier Investments, Inc., an Indiana corporation, or a related party (the "Developer"), in an amount not to exceed $2,500,000 on a draw basis (the "Loan") to be evidenced by the Developer's promissory note (the "Note") to finance a portion of the construction of economic development projects and facilities within the meaning of Indiana Code 36-7-11.9 and 36-7-12 (the "Act"), consisting of the construction of, a public space with art commemorating Kelby Love to be known as Love Plaza at the intersection of Prairie Street and Main Steet (the "Project").

The Loan will be made by the City of Elkhart, Indiana (the "City") pursuant to the Act, an amended and restated ordinance (the "Loan Ordinance") proposed for adoption by the Common Council of the City (the "Council"), a Financing and Loan Agreement between the City and the Developer (the "Loan Agreement"), and a Funding and Reimbursement Agreement between the City and the City of Elkhart Redevelopment Commission (the "Funding Agreement" and with the Loan Ordinance and the Loan Agreement, collectively, the "Financing Agreements").

Copies of the form of the Financing Agreements will be on file with the Clerk of the City and are available for public inspection at the office of the Clerk of the City during regular business hours daily, except Saturdays, Sundays and legal holidays.

At the time and place fixed for the public hearing, all taxpayers, residents or interested persons will be given an opportunity to express their views for or against the proposed financing for the Project in writing or in person. Following the public hearing, the Commission will consider whether the financing of the Project will have an adverse competitive effect on any similar facilities already constructed or operating in the City. If the Commission shall find for itself and on behalf of the City that the proposed financing will be of benefit to the health and welfare of the City and complies with the purposes and provisions of the Act, the Commission will adopt a resolution approving the proposed financing and the form of the Financing Agreements, including the Loan in the aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000), and the form of the proposed Loan Ordinance to be recommended to the Council for adoption.

**CITY OF ELKHART ECONOMIC DEVELOPMENT COMMISSION**

**[TO BE PUBLISHED ONE TIME ON SATURDAY, OCTOBER 31, 2026, IN *THE ELKHART TRUTH*]**

20261016-cck-gdb

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF ELKHART ECONOMIC DEVELOPMENT COMMISSION APPROVING AND AUTHORIZING CERTAIN ACTIONS AND PROCEEDINGS WITH RESPECT TO CERTAIN PROPOSED ECONOMIC DEVELOPMENT TAX INCREMENT FINANCING OF A DIRECT LOAN TO THE DEVELOPER OF AN ECONOMIC DEVELOPMENT FACILITY (GARRISON FRAZIER PROJECT)**

WHEREAS, the City of Elkhart, Indiana (the "City"), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9, I.C. 36-7-12, I.C. 36-7-14 and I.C. 36-7-25 (collectively, the "Act") and has previously established the City of Elkhart Economic Development Commission (the "Commission") to investigate, study, and survey the need for additional job opportunities, industrial diversification, water services, and pollution control facilities in the City, and recommend actions to improve or promote job opportunities, industrial diversification, water services, and availability of pollution control facilities in the City; and

WHEREAS, the Act declares that the financing and refinancing of economic development facilities (as defined in the Act) constitutes a public purpose; and

WHEREAS, pursuant to the Act, the City is authorized to make loans for the purpose of financing, reimbursing or refinancing all or a portion of the costs of acquisition, construction, renovation, installation and equipping of economic development facilities, all in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City; and

WHEREAS, Garrison Frazier Investments, Inc., an Indiana corporation (the "Developer") has informed the City that it desires to acquire and construct certain economic development facilities within the City which will consist of the construction of (i) a mixed-use development in the 1000 Block of South Main Street to include approximately 70-100 apartment units, approximately 1,500-3,000 square feet of leasable retail space, residential amenity space and approximately 103 parking stalls, (ii) improvements on Freight Street consisting of the construction of approximately 100-125 apartment units and 1,500-3,000 square feet of leasable commercial space, and (iii) at the intersection of Prairie Street and Main Steet, a public space with art commemorating Kelby Love to be known as Love Plaza (clauses (i) through and including (iii), collectively, the "Project"); and

WHEREAS, the Developer has requested that the City (i) issue economic development tax increment revenue bonds, in one or more series, in an aggregate principal amount not to exceed Nine Million Dollars ($9,000,000) (the "Bonds") under the Act for the purpose of procuring funds to pay a portion of the cost of the Project, and (ii) make a loan to the Developer on a draw basis pursuant to the Act in a total amount not to exceed Five Million Eight Hundred Thousand Dollars ($5,800,000) for the purpose of financing or reimbursing a portion of the costs of the Project pertaining to clauses (i) and (ii) specified above (the "Loan") as described in the

proposed Financing and Loan Agreement between the City and the Developer (the "Loan Agreement"); and

WHEREAS, the Developer has requested additional funding from the City in the form of a direct loan, on a draw basis, of $2,500,000 for the purpose of financing or reimbursing a portion of the costs pertaining to clause (iii) specified above, the Love Plaza part of the Project; and

WHEREAS, the Project will directly serve and benefit the (i) allocation areas of the Downtown Urban Renewal Area (the "Downtown Allocation Areas") and (ii) allocation areas of the Consolidated South Elkhart Economic Development/Redevelopment Area (the "Consolidated South Allocation Areas" and together with the Downtown Allocation Areas, collectively, the "Allocation Areas"); and

WHEREAS, the Commission has studied the Project and the proposed financing of the Project and its effect on the health and general welfare of the City and its citizens; and

WHEREAS, the completion of the Project results in the diversification of industry, the creation of jobs and the creation and retention of business opportunities in the City; and

WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing (the "Public Hearing") on the proposed financing of a portion of the costs of the Project, and the Commission held the public hearing on the Project on February 10, 2026 and considered any adverse competitive effect the Project may have on similar facilities in or near the City; and

WHEREAS, there has been submitted to the Commission prior to this meeting substantially final forms of: (a) the Loan Agreement; (b) the Funding and Reimbursement Agreement (the "Funding Agreement") between the City and the City of Elkhart Redevelopment Commission (the "Redevelopment Commission"); (c) the Ordinance of the Common Council (the "Common Council") authorizing the Loan (the "Loan Ordinance" and, together with the Loan Agreement and the Funding Agreement, collectively, the "Loan Financing Documents"); and

WHEREAS, pursuant to Indiana Code 36-7-14-39(b)(4) and Indiana Code 36-7-25-3(a), the Redevelopment Commission may use certain incremental property taxes, among other purposes, to reimburse the City for expenditures (including loans) made for local public improvements (which include buildings, parking facilities, and all expenses reasonably incurred in connection with the acquisition and redevelopment of property) that are physically located in or physically connected to, or directly serve or benefit, each of the Allocation Areas; and

WHEREAS, the Redevelopment Commission has adopted or will consider adoption of a resolution determining, subject to appropriations thereof by the Redevelopment Commission, to make available certain tax increment revenues on deposit in each allocation fund for the Allocation Areas to simultaneously reimburse the City for its costs incurred to fund each draw on the Loan to the Developer with respect to the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ELKHART ECONOMIC DEVELOPMENT COMMISSION AS FOLLOWS:

SECTION 1. The Commission hereby finds, determines, ratifies and confirms that the diversification of industry, the retention of business opportunities and the retention of opportunities for gainful employment within the jurisdiction of the City is desirable, serves a public purpose, and is of benefit to the health and general welfare of the City; and that it is in the public interest that the City take such action as it lawfully may to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the City.

SECTION 2. The Commission hereby determines that the Project is an "economic development facility" within the meaning of I.C. 36-7-11.9-3.

SECTION 3. The Commission hereby determines that the Project will not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

SECTION 4. The Commission hereby approves the findings of fact and report with respect to the Project presented at this meeting. The Secretary of this Commission is directed to submit such report to the executive director or chairman of the plan commission of the City.

SECTION 5. The Commission hereby finds, determines, ratifies and confirms that making the Loan to the Developer on a draw basis in the aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000), to finance the Love Plaza portion of the cost of the Project, will be of benefit to the health and general welfare of the City, will serve the public purposes referred to above in accordance with the Act, and fully comply with the Act. Furthermore, the Commission hereby finds and determines that the Loan shall be subject to forgiveness upon satisfaction of certain conditions described in the Loan Financing Documents, and acknowledges that, in the event that the Loan is forgiven, the consideration received by the City for the Loan being forgiven is the completion of the Project by the Developer and the economic benefits resulting to the City therefrom.

SECTION 6. The financing of a portion of the costs of the Project by making the Loan to the Developer on a draw basis, in an aggregate amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000), is hereby approved.

SECTION 7. The Commission hereby finds, determines, ratifies and confirms that the direct loan in an amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) for the financing of a portion of the cost of the Project will be of benefit to the health and general welfare of the City, will serve the public purposes referred to above in accordance with the Act, and will fully comply with the Act.

SECTION 8. The financing of a portion of the costs of the Project through the issuance of the additional direct loan, in an amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000), is hereby approved and recommended to the Common Council.

SECTION 9. The Commission hereby approves and recommends to the Common Council the terms of the following documents in the form presented at this meeting: (a) the Loan Agreement (including the promissory note from the Developer); (b) the Funding Agreement; and (c) the Amended and Restated Loan Ordinance.

SECTION 10. Any officer of the Commission is hereby authorized and directed, in the name and on behalf of the Commission, to execute any and all other agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by him or her to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this resolution (including the preambles hereto and the documents mentioned herein), the Project, and the making of the Loan, and any such execution, performance, approval or doing of other things heretofore effected be, and hereby is, ratified and approved.

SECTION 11. The Secretary of this Commission shall transmit this resolution, together with the forms of the Loan Financing Documents approved by this resolution, to the Common Council.

SECTION 12. This resolution shall be in full force and effect upon adoption.

*****

Adopted this 10th day of November, 2026.

CITY OF ELKHART ECONOMIC DEVELOPMENT COMMISSION

_____
President

_____
Secretary

_____
Member

DMS 50621126

**REPORT OF THE CITY OF ELKHART ECONOMIC DEVELOPMENT COMMISSION CONCERNING THE PROPOSED FINANCING OF ECONOMIC DEVELOPMENT FACILITIES FOR GARRISON FRAZIER INVESTMENTS, INC.**
**(GARRISON FRAZIER PROJECT)**

The City of Elkhart Economic Development Commission (the "Commission") proposes to recommend to the Common Council of the City of Elkhart, Indiana (the "City"), that it (i) provide the net proceeds of certain economic development tax increment funds to Garrison Frazier Investments, Inc., an Indiana corporation (the "Developer") in the form of a $2,500,000 direct loan to the Developer on a draw basis (the "Loan"), for the financing of the Love Plaza portion of certain economic development facilities in the City.

In connection therewith, the Commission hereby reports as follows:

A. The proposed economic development facilities consist of the construction of (i) a mixed-use development in the 1000 Block of South Main Street to include approximately 70-100 apartment units, approximately 1,500-3,000 square feet of leasable retail space, residential amenity space and approximately 103 parking stalls, (ii) improvements on Freight Street consisting of the construction of approximately 100-125 apartment units and 1,500-3,000 square feet of leasable commercial space, and (iii) at the intersection of Prairie Street and Main Steet, a public space with art commemorating Kelby Love to be known as Love Plaza (clauses (i) through and including (iii), collectively, the "Project").

B. The Commission previously approved a $5,800,000 direct loan to Developer to help fund the clauses (i) and (ii) portions of the Project, and now determines that an additional direct loan of $2,500,000 is needed to fund the clause (iii) Love Plaza portion of the facilities.

C. The Commission estimates that except for those public works and services for which funds of the City and other parties are expected to be available, there are no public works or services, including public ways, schools, water, sewer, street lights and fire protection, which will be made necessary or desirable by the Project, because any such works or services already exist or will be provided from the proceeds of the Bonds or the Loan, or by the Developer or other parties.

D. The Commission estimates that the total cost of financing the Project, including costs related to the issuance of certain Bonds, for which funding is not otherwise available, will not exceed $14,800,000.

E. Based on information supplied by the Developer, the Commission estimates that the Project will create approximately twenty-eight (28) temporary construction jobs with an estimated average hourly wage of $37.00 per hour, and three (3) new permanent full-time jobs with an estimated average hourly wage of $28.50 per hour.

F. The Commission finds that the Project will not have a material adverse competitive effect on similar facilities already constructed or operating in the City as the Project will complement similar facilities and provide further opportunities for residential, retail and commercial growth in the City.

Adopted this 10th day of November, 2026.

_____
President, City of Elkhart
Economic Development Commission

Attest:

_____
Secretary, City of Elkhart
Economic Development Commission

Proposed Ordinance No. _____

**AMENDED AND RESTATED ORDINANCE NO. ____**

**AN AMENDED AND RESTATED ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, AUTHORIZING DIRECT LOANS TO THE DEVELOPER OF AN ECONOMIC DEVELOPMENT FACILITY (GARRISON FRAZIER PROJECT) AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Common Council of the City of Elkhart, Indiana (the "Common Council"), has heretofore adopted its Ordinance No. 6071 on February 26, 2026 (the "Original Ordinance"), authorizing a direct loan from the City of Elkhart, Indiana (the "City") to the developer of an economic development facility; and

WHEREAS, the Common Council now seeks to amend and restate the Original Ordinance in its entirety (the Original Ordinance, as amended and restated herein, the "Ordinance") to authorize one (1) or more direct loans with respect to the Project (as defined below) and to increase the maximum aggregate amount of the Loans (as defined herein) from $5,800,000 to $8,300,000, with such additional funding in the amount of $2,500,000 to be used for the purpose of financing or reimbursing a portion of the costs pertaining to clause (iii) of the Project for the Love Plaza portion thereof; and

NOW, THEREFORE, the Original Ordinance is hereby amended and restated to provide in its entirety hereafter as follows, namely:

WHEREAS, the City is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9, I.C. 36-7-12, I.C. 36-7-14 and I.C. 36-7-25 (collectively, the "Act"), is authorized and empowered to adopt this Ordinance and to carry out its provisions; and

WHEREAS, the Act declares that the financing and refinancing of economic development facilities (as defined in the Act) constitutes a public purpose; and

WHEREAS, pursuant to the Act, the City is authorized to make loans for the purpose of financing, reimbursing or refinancing all or a portion of the costs of acquisition, construction, renovation, installation and equipping of economic development facilities in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City; and

WHEREAS, Garrison Frazier Investments, Inc., an Indiana corporation (the "Developer") has informed the City that it desires to acquire and construct certain economic development facilities within the City which will consist of the construction of (i) a mixed-use development in

the 1000 Block of South Main Street to include approximately 70-100 apartment units, approximately 1,500-3,000 square feet of leasable retail space, residential amenity space and approximately 103 parking stalls, (ii) improvements on Freight Street consisting of the construction of approximately 100-125 apartment units and 1,500-3,000 square feet of leasable commercial space, and (iii) at the intersection of Prairie Street and Main Steet, a public space with art commemorating Kelby Love to be known as Love Plaza (clauses (i) through and including (iii), collectively, the "Project"), and has requested that the City make one (1) or more loans to the Developer on a draw basis for the purposes of financing or reimbursing the Developer for a portion of the costs of acquisition and construction of the Project; and

WHEREAS, the Project will directly serve and benefit the (i) allocation areas of the Downtown Urban Renewal Area (the "Downtown Allocation Areas") and (ii) allocation areas of the Consolidated South Elkhart Economic Development/Redevelopment Area (the "Consolidated South Allocation Areas" and together with the Downtown Allocation Areas, collectively, the "Allocation Areas"); and

WHEREAS, the Developer has requested from the City and the City of Elkhart Economic Development Commission (the "Commission") that the City make one (1) or more loans to the Developer on a draw basis pursuant to the Act in a total amount not to exceed Eight Million Three Hundred Thousand Dollars ($8,300,000) for the purpose of financing or reimbursing a portion of the costs of the Project (collectively, the "Loans") as described in the proposed Financing and Loan Agreement between the City and the Developer for each of the Loans (each, a "Loan Agreement"); and

WHEREAS, the completion of the Project will result in the creation of jobs, the diversification of industry and the creation of business opportunities in the City; and

WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing on the proposed financing of a portion of the Project costs, including the increase in the maximum aggregate amount of the Loans and the making of one (1) or more Loans as provided herein (the "Public Hearing"); and

WHEREAS, on the date specified in the notice of the Public Hearing, the Commission conducted the Public Hearing, and adopted its evaluative report and resolution, which have been transmitted to the Common Council, finding that the financing of a portion of the Project complies with the purposes and provisions of the Act and that such financing will be of benefit to the health and welfare of the City and its citizens; and

WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Ordinance and has approved and forwarded to the Common Council the forms of: (1) each Loan Agreement; (2) each Funding and Reimbursement Agreement (each, a "Funding Agreement"), between the City and the City of Elkhart Redevelopment Commission (the "Redevelopment Commission"); and (3) this Ordinance (each Loan Agreement, each Funding Agreement, and this Ordinance, collectively, the "Financing Agreements"); and

WHEREAS, pursuant to Indiana Code 36-7-14-39(b)(4) and Indiana Code 36-7-25-3(a), the Redevelopment Commission may use certain incremental property taxes, among other

purposes, to reimburse the City for expenditures (including loans) made for local public improvements (which include buildings, parking facilities, and all expenses reasonably incurred in connection with the acquisition and redevelopment of property) that are physically located in or physically connected to, or directly serve or benefit, each of the Allocation Areas; and

WHEREAS, the Redevelopment Commission has adopted resolutions on February 10, 2026, and November 10, 2026, respectively, determining, subject to allocations thereof by the Redevelopment Commission, to make available certain tax increment revenues on deposit in the allocation fund for (i) each of the Downtown Allocation Areas (the "Downtown TIF Revenues"), and (ii) each of the Consolidated South Allocation Areas (the "Consolidated South TIF Revenues" and together with the Downtown TIF Revenues, collectively, the "TIF Revenues") to simultaneously reimburse the City for its costs incurred to fund each draw on the Loans to the Developer with respect to the Project;

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Elkhart, Indiana, that:

**SECTION I.** Findings; Public Benefits. The Common Council hereby finds and determines that the Project involves the acquisition and construction of an "economic development facility" as that phrase is used in the Act; that the Project will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by the making of the Loans to the Developer to finance and/or reimburse Project costs, in tending to overcome insufficient employment opportunities, insufficient diversification of industry and lack of adequate housing, are greater than the cost of public works or services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of a portion of the Project by the making one (1) or more Loans to the Developer under the Act: (i) will be of benefit to the health and general welfare of the City; and (ii) complies with the Act.

**SECTION II.** Approval of Financing. The proposed financing of the Project by the funding of one (1) or more Loans to the Developer under the Act, in the form that such financing was approved by the Commission, is hereby approved.

**SECTION III.** Terms of the Loans. (a) A portion of the costs of the Project will be funded by one (1) or more Loans to the Developer on a draw basis (each draw on each of the Loans, a "Draw"). The City shall fund one (1) or more Loans on a draw basis in the aggregate principal amount for all Loans not to exceed Eight Million Three Hundred Thousand Dollars ($8,300,000), from (i) Downtown TIF Revenues in the amount not to exceed $4,900,000, and (ii) Consolidated South TIF Revenues in the amount not to exceed $3,400,000 then on deposit in the applicable allocation fund for each of the Allocation Areas and made available by the Redevelopment Commission to the City for the purposes of making the Loans to the Developer under the Act and the terms of the applicable Loan Agreement; provided, however, that Two Million Five Hundred Thousand Dollars ($2,500,000) of such aggregate principal amount shall be used solely for the purpose of financing or reimbursing a portion of the costs pertaining to clause (iii) of the Project for the Love Plaza portion thereof. Each of the Loans shall (i) mature no later

than December 31, 2029, on the date set forth in the final applicable Loan Agreement for such Loan (each, a "Maturity Date"), (ii) bear no interest, except as provided herein, and (iii) be secured by the pledge of an unsecured promissory note of the Developer. Subject to the Unavoidable Delay provisions of the applicable Loan Agreement, the principal of each outstanding Draw on the applicable Loan shall be forgiven upon the earlier of (i) the substantial completion of the applicable portion of the Project as evidenced by receipt of the certificate required by Section 3.2 of the applicable Loan Agreement, or (ii) the repayment of any principal not previously forgiven and remaining outstanding and interest, if any, of the applicable Loan on the applicable Maturity Date. In the event that the Developer abandons the applicable portion of the Project or otherwise fails to proceed to substantially complete the applicable portion of the Project as required by the applicable Loan Agreement and the Development Agreement between the City of Elkhart, Indiana Department of Redevelopment (the "Department") and the Developer (the "Development Agreement"), the repayment of any outstanding amount of the applicable Loan (the "Outstanding Amount") will be on a date not later than thirty (30) days from the date when the Department, on behalf of the City, provides written notice to the Developer that, in its sole discretion, it has determined that the Developer has abandoned or failed to proceed with the applicable portion of the Project as required by the applicable Loan Agreement and the Development Agreement (the date of such written notice being the "Trigger Date"). Interest will begin to accrue on the Outstanding Amount beginning on the Trigger Date at the Prime Rate (as defined in the applicable Loan Agreement) plus three percent (3.0%) until the Outstanding Amount is fully paid by the Developer. In the event that one (1) or more of the Loans is forgiven, it is hereby acknowledged that the consideration received by the City for the Loans being forgiven is the completion of the applicable portion of the Project by the Developer and the economic benefits resulting to the City therefrom. Any Loan made pursuant to the Original Ordinance shall constitute one of the Loans hereunder and shall count against the aggregate principal amount authorized by this Section III.

(b) Each of the Loans does not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

**SECTION IV.** Execution and Delivery of Financing Agreements. The Mayor, the Clerk and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Financing Agreements, submitted to the Common Council, which are hereby approved in all respects.

**SECTION V.** Changes in Financing Agreements. The Mayor, the Clerk and the Controller of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof.

**SECTION VI.** General. The Mayor, the Clerk and the Controller of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be

necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the making of the Loans, and the securing of the Loans under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

**SECTION VII.** Binding Effect. The provisions of this Ordinance and the Financing Agreements shall constitute a binding contract between the City and the Developer, and after making any of the Loans, this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the Developer.

**SECTION VIII.** Repeal; Ratification. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that this Ordinance amends and restates, and does not extinguish, the Original Ordinance, and all actions heretofore taken and all agreements heretofore executed pursuant to the Original Ordinance, to the extent consistent with this Ordinance, are hereby ratified, confirmed and approved.

**SECTION IX.** Effective Date. This Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

**SECTION X.** Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. § 36-1-5-4.

[Signature Page Follows]

ORDAINED this ___ day of _____, 2026.

_____
Arvis Dawson
President of the Common Council

ATTEST:

_____
Debra D. Barrett, City Clerk

PRESENTED to the Mayor by me this ____ day of _____, 2026, at ____ a.m./p.m.

_____
Debra D. Barrett, City Clerk

APPROVED by me this ___ day of _____, 2026.

_____
Rod Roberson, Mayor

ATTEST:

_____
Debra D. Barrett, City Clerk

DMS 56745349

# FINANCING AND LOAN AGREEMENT

**between**

**CITY OF ELKHART, INDIANA**

**and**

**GARRISON FRAZIER INVESTMENTS, INC.**

**Re:**

**CITY OF ELKHART, INDIANA**
**(LOVE PLAZA PROJECT)**

**Dated as of _____, 2026**

# FINANCING AND LOAN AGREEMENT

THIS FINANCING AND LOAN AGREEMENT made and entered into as of _____, 2026, by and between the City of Elkhart, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana (the "**City**"), and Garrison Frazier Investments, Inc., an Indiana corporation (the "**Borrower**"), under the following circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are as defined in Article I hereof):

A. Indiana Code, Title 36, Article 7, Chapter 12, as supplemented and amended (collectively, the "**Act**"), authorizes and empowers the City to make loans to provide funding for economic development projects and facilities and vests the City with powers that may be necessary to enable it to accomplish such purposes.

B. The Borrower has requested a certain economic development incentive from the City in the form of a forgivable loan to the Borrower in the amount of not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) (the "**Loan**"), to finance a portion of the acquisition and construction of a portion of certain economic development facilities within the City at the intersection of Prairie Street and Main Steet, a public space with art commemorating Kelby Love to be known as Love Plaza.

C. The City believes that developing the Project as described herein is in the best interests of the health, safety and welfare of the City and its residents and complies with the public purposes and provisions of the Act, and based upon the information presented to the City by the Borrower, the City has determined that the Project constitutes an economic development project and an economic development facility as defined by applicable law.

D. The City desires to facilitate the development of the Project by making the Loan to the Borrower on a draw basis from available funds of the City and the Redevelopment Commission (as hereinafter defined) to finance a portion of the Project.

E. This Loan Agreement provides for the repayment by the Borrower of the Loan and further provides for the Borrower's repayment obligation to be evidenced by the promissory note in substantially the form attached as **Exhibit A** hereto (the "**Note**").

F. The parties hereto agree that it is of mutual benefit for the parties hereto to enter into this Agreement relating to the Project and the Loan that will include the commitments of each of the parties.

G. The City of Elkhart Redevelopment Commission, for and on behalf of the City of Elkhart, Department of Redevelopment, and Garrison Frazier Investments, Inc., as developer, have entered into a Development Agreement, as defined herein, pursuant to which the parties agreed to their respective commitments with respect to the development of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the City and the Borrower agree as follows:

## ARTICLE I.
## DEFINITIONS

Section 1.1. **Use of Defined Terms**. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. **Definitions**. As used herein:

- "**Act**" means, collectively, Indiana Code 36-7-11.9 and 36-7-12, as enacted and amended.
- "**Agreement**" means this Financing and Loan Agreement as amended or supplemented from time to time.
- "**Borrower**" means Garrison Frazier Investments, Inc., an Indiana corporation, and its lawful successors and assigns to the extent permitted by this Agreement.
- "**Business Day**" means any day other than a Saturday, Sunday, or a day on which banks in the State of Indiana or the Federal Reserve Bank of Chicago are authorized or required by law or executive order to be closed.
- "**City**" means the City of Elkhart, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana.
- "**Common Council**" means the Common Council of the City.
- "**Completion Date**" means the date of completion of the Project, as defined herein, evidenced in accordance with the requirements of Section 3.2 hereof.
- "**Designated Representative**" means Tadd M. Miller or the person at the time designated to act on behalf of the Borrower by written certificate furnished to the City, containing the specimen signature of that person and signed on behalf of the Borrower by a duly authorized officer. That certificate may designate an alternate or alternates. In the event that all persons so designated become unavailable or unable to act and the Borrower fails to designate a replacement within 10 days after such unavailability or inability to act, the City may appoint an interim Designated Representative until such time as the Borrower designates that person.
- "**Development Agreement**" means the Development Agreement dated July 29, 2025, by and between Garrison Frazier Investments, Inc., an Indiana corporation, and the City of Elkhart, Department of Redevelopment, acting by and through its governing body, the Redevelopment Commission, as may be amended, assigned, or restated.
- "**Event of Default**" means any of the events described as an Event of Default in Section 6.1 hereof.
- "**Loan**" means the loan by the City to the Borrower pursuant to the terms of this Agreement.
- **"Mandatory Project Completion Date"** shall mean June 30, 2029, being the mandatory completion date for the Love Plaza portion of the Project, as defined herein.

- "**Maturity Date**" means June 30, 2029.
- "**Note**" means the Borrower's promissory note in the form attached as **Exhibit A** hereto, which shall be unsecured.
- "**Notice Address**" means:

| | |
|---|---|
| As to the City: | **City of Elkhart, Indiana**<br>Municipal Building<br>229 S. Second St.<br>Elkhart, Indiana 46516<br>Attention: Mayor |
| With a copy to: | **City of Elkhart Redevelopment Commission**<br>Municipal Building<br>229 S. Second St.<br>Elkhart, Indiana 46516<br>Attention: President |
| As to the Borrower: | **Garrison Frazier Investments, Inc.**<br>127 E. Michigan Street, Suite 110<br>Indianapolis, Indiana 46204<br>Attn: Stephen L. Scott and Ramon D. Morrison |
| With a copy to: | **Freight and Main, LLC**<br>127 E. Michigan Street, Suite 110<br>Indianapolis, Indiana 46204<br>Attn: Stephen L. Scott and Ramon D. Morrison |
| | **Dinsmore and Shohl LLP**<br>211 North Pennsylvania Street<br>One Indiana Square, Suite 1800<br>Indianapolis, Indiana 46204<br>Attn: E. Joseph Kremp |

or such additional or different address, notice of which is given under Section 7.2 hereof.

- "**Ordinance**" means Amended and Restated Ordinance No. ____ of the Common Council of the City adopted on November 16, 2026, authorizing the Loan and the execution and delivery of this Agreement.
- "**Person**" or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.
- "**Project**" means the acquisition and construction of the Love Plaza portion of the project affordable housing component as described in the Development Agreement consisting of a mixed-use development in the 1000 Block of South Main Street, including approximately 70-100 apartment units and approximately 1,500-3,750

square feet of leasable retail space, residential amenity space and improvements on Freight Street consisting of the construction of approximately 100-125 apartment units and 1,500-3,000 square feet of leasable commercial space.

- "**Redevelopment Commission**" means the City of Elkhart Redevelopment Commission.
- "**State**" means the State of Indiana.

Section 1.3. **Interpretation**. Any reference herein to the City, to the Common Council, to the Redevelopment Commission, or to any member or officer of the City includes entities or officials succeeding to their respective functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Indiana Code or to any statute of the United States of America, includes that section, provision or chapter or statute as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter or statute shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the City or the Borrower under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of the Loan. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

The Form of Promissory Note, attached hereto as **Exhibit A**, is by reference made a part hereof.

Section 1.4. **Captions and Headings**. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses hereof.

## ARTICLE II.
## REPRESENTATIONS; LOAN TO THE COMPANY

Section 2.1. **Representations of the City**. The City represents and warrants that:

(a) The City is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the City is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The City has been duly authorized to execute and deliver this Agreement.

(b) The City agrees to make the Loan to the Borrower in the amount of not to exceed $2,500,000 pursuant to the terms and conditions hereof for the costs associated with the acquisition and construction of the Project to create additional employment

opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of City and the State.

Section 2.2. **Representations and Covenants of the Borrower**. The Borrower represents and warrants that:

(a) It is an Indiana corporation duly organized and validly existing under the laws of the State and authorized to do business in the State, is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement and the Note, has full power to enter into and perform its obligations under this Agreement and the Note, and by proper action has duly authorized the execution and delivery of this Agreement and the issuance of the Note.

(b) All of the proceeds from the Loan provided hereunder (including any income earned on the investment of such proceeds) will be used for costs of acquiring and constructing the Project.

(c) The provision of financial assistance to be made available to it under this Agreement from the proceeds of the Loan and the commitments therefor made by the City have induced the Borrower to undertake the Project and such Project will help create additional jobs and employment opportunities within the boundaries of the City and result in the private investment in the Project of approximately Fifty-Five Million Dollars ($55,000,000) and improve the quality of life of the City.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Note, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Borrower's Articles of Incorporation or Bylaws or any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or to which any of its property or assets is subject or of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement, except as set forth in this Agreement or in such manner as will not materially impair the ability of the Borrower to perform its obligations hereunder.

(e) The execution, delivery, and performance by the Borrower of this Agreement and the Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This Agreement and the Note have been duly executed and delivered by the Borrower and constitute the legal, valid, and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may

be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) The Borrower shall use commercially reasonable efforts to utilize the Loan proceeds and other funding available for the Project for necessary capital expenditures in the Project by not later than the Mandatory Project Completion Date and shall work diligently to complete the Project, subject to the Unavoidable Delay provisions of Section 7.12 of this Agreement. The Borrower shall apply all of the proceeds of the Loan toward the costs of the Project, which costs may include predevelopment costs incurred by an affiliate of Borrower and reimbursed, and shall finance all remaining costs of the Project from other available funds of the Borrower, including, but not limited to, construction financing.

(h) No portion of the proceeds of the Loan will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, racetrack, airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store, the principal business of which is the sale of alcoholic beverages for off premises consumption.

(i) No litigation at law or in equity nor any proceeding before any governmental agency or other tribunal involving the Borrower is pending or, to the knowledge of the Borrower threatened, in which any liability of the Borrower is not adequately covered by insurance and in which any judgment or order would have a material and adverse effect upon the business or assets of the Borrower or would materially and adversely affect the Project, the validity of this Agreement or the performance of the Borrower's obligations thereunder or the transactions contemplated hereby.

(j) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Agreement or the Note.

Section 2.3. **Loan** . The City will fund the Loan on a draw basis (each draw on the Loan, a "**Draw**") by making tax increment revenues then currently on deposit in the allocation fund for each of the (i) allocation areas of the Consolidated South Elkhart Economic Development/Redevelopment Area in the amount of $1,400,000, and (ii) allocation areas of the Downtown Urban Renewal Area in the amount of $1,100,000 available to the Borrower as provided herein. The Borrower acknowledges and agrees that such tax increment revenues are subject to allcoations thereof by the Redevelopment Commission. Such Loan is being evidenced by the execution and delivery by the Borrower of the Note substantially in the form attached hereto as **Exhibit A**. To request a draw on the Loan, the Borrower shall submit a written draw request not more frequently than monthly to the City's Department of Redevelopment (the "**Department**") for review and approval by the Department. Each written draw request shall indicate the amount of the Draw, detail the costs of the Project to be reimbursed from such Draw, and state a recap of

vendors and the amount paid to each and attach copies of invoices paid. The initial Draw on the Loan shall not exceed $_____,000 to reimburse the Borrower for design costs for the Project (the "**Initial Draw**"). Notwithstanding anything herein to the contrary, after the Initial Draw, the City shall not be obligated to fund any additional Draw on the Loan until (i) all conditions precedent provided in Section 4(d) of the Development Agreement have been satisfied and (ii) the Borrower has delivered a draw schedule for the remaining Draws on the Loan to the Department for review and approval by the Department.

## ARTICLE III.
## COMPLETION OF THE PROJECT

Section 3.1. **Acquisition, Construction, Equipping and Improving of Project**. It is understood that improvements made for the Project are that of the Borrower and any contracts made by the Borrower with respect thereto shall be made in furtherance of Borrower's agreement to acquire and construct the Project. The Borrower shall use commercially reasonable efforts to construct the Project with all reasonable dispatch and to complete the Project by no later than the Mandatory Project Completion Date, and shall pay when due all fees, costs and expenses incurred in connection with that acquisition and construction from the Loan funds made available therefor. It is further understood that any contracts made by the Borrower with respect to the Project, whether construction contracts or otherwise, or any work to be done by the Borrower on the Project are made or done by the Borrower on its own behalf and not as agent or contractor for the City.

Section 3.2. **Completion Date**. The Borrower shall notify the City of the Completion Date for the Project by a certificate signed by the Designated Representative stating:

(a) the date on which the Love Plaza portion of the affordable housing component of the Project is substantially completed;

(b) that the acquisition, construction, equipment and improvement of the Project have been accomplished in such a manner as to conform with all applicable zoning, planning, building, environmental and other similar governmental regulations.

The certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in subsections (a) through (c) of this Section (the date of delivery of such certificate being, the "**Completion Date**"). The Project must be completed prior to the Mandatory Project Completion Date.

## ARTICLE IV.
## LOAN BY CITY; FORGIVENESS OF THE LOAN

Section 4.1. **Loan**. The City hereby makes the Loan to the Borrower. Subject to the terms and conditions hereof, the Loan shall bear no interest and shall be secured by the Note. The Loan shall be non-recourse against the Borrower and the Project. The Loan proceeds shall be disbursed to the Borrower on a draw basis as provided herein. Any funds not drawn upon by completion of the Project shall be returned to the appropriate accounts.

Section 4.2. **Payment of Principal, Premium and Interest.**

(a) Subject at all times to Section 4.3 hereof, the Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Note at the rates, at the times and the places and in the manner mentioned in the Note and this Agreement according to the true intent and meaning thereof and hereof, until the principal of, premium, if any, and interest on the Note shall have been fully paid.

(b) Subject at all times to Section 4.3 hereof, the Borrower also agrees to pay (i) all expenses incurred in connection with the enforcement of any rights under this Agreement; and (ii) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this Agreement; provided, however, that the Borrower may, without creating a default under this Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

(c) Subject at all times to Section 4.3 hereof, the Borrower covenants and agrees with and for the express benefit of the City that all payments pursuant hereto and to the Note shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project or the Borrower's title to the Project or any part thereof is defective or nonexistent, or whether the Borrower's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Borrower's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State of Indiana, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any portion of this Agreement; and the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the Borrower therefrom. Nothing in this Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the City under this Agreement or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Agreement that the Borrower shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Agreement for the benefit of the City.

(d) Subject at all times to Section 4.3 hereof, the obligations of the Borrower to

make the required payments and to perform and observe the other agreements on its part shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the City, and the Borrower shall pay absolutely during the term of this Agreement the payments to be made on account of the Loan and all other payments required thereunder free of any deductions and without abatement, diminution or set-off; and the Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, or any failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

(e) It is understood and agreed that Borrower shall be obligated to continue to pay the amounts specified herein and in the Note whether or not any portion of the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof.

Section 4.3. **Forgiveness**. Notwithstanding anything herein to the contrary, but subject to the Unavoidable Delay provisions of Section 7.12 of this Agreement, the principal of each outstanding Draw on the Loan may be forgiven on the Maturity Date, upon the written request of the Borrower, in the sole discretion of the City; provided that, as a condition of any such forgiveness, the Borrower shall convey the Love Plaza portion of the overall Project site to the City and Borrower shall be in compliance with all of its obligations under the Development Agreement. In the event that the Borrower abandons the Project or otherwise fails to proceed to substantially complete the Project as required by this Agreement and the Development Agreement (as such requirements pertain solely to the Project as defined herein), the repayment of any outstanding amount of the Loan (the "**Outstanding Amount**") will be due on a date not later than thirty (30) days from the date when the Department, on behalf of the City, provides written notice to the Borrower that, in its sole and reasonable discretion, it has determined that the Borrower has abandoned or failed to proceed with the Project as required by this Agreement and the Development Agreement (the date of such written notice being the "**Trigger Date**"). Interest will begin to accrue on the Outstanding Amount beginning on the Trigger Date at the Prime Rate plus three percent (3.0%) (where the "**Prime Rate**" shall mean the Prime Rate as published in *The Wall Street Journal*, and which is described as the base rate on corporate loans at large U.S. money center commercial banks, as such rate may vary from time to time, to be determined as of the Trigger Date) until the Outstanding Amount is fully paid by the Borrower. In the event *The Wall Street Journal* ceases to publish a Prime Rate, the City shall use a similar source to determine the Prime Rate.

## ARTICLE V.
## ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1. **Indemnification**. The Borrower releases the City (including, but not limited to, members of the Common Council, the Economic Development Commission, and the Redevelopment Commission, and their respective attorneys, agents and employees) from, agrees that the City (including, but not limited to, members of the Common Council, the Economic Development Commission, and the Redevelopment Commission, and their respective attorneys, agents and employees) shall not be liable for, and indemnifies the City against, all liabilities, claims, costs and expenses, including reasonable attorneys' fees and expenses, imposed upon, incurred or asserted against the Common Council, Economic Development Commission or the Redevelopment Commission, on account of: (a) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, maintenance, operation and use of the Project; and (b) any claim, action or proceeding brought with respect to the matters set forth in (a) above.

In case any action or proceeding is brought against the City in respect of which indemnity may be sought hereunder, the City promptly shall give notice of that action or proceeding to the Borrower, and the Borrower upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of the City to give that notice shall not relieve the Borrower from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Borrower. At its own expense, the City may employ separate counsel and participate in the defense. The Borrower shall not be liable for any settlement made without its consent.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers and employees of the City, the Common Council, the Economic Development Commission, and the Redevelopment Commission. That indemnification is intended to and shall be enforceable by the City to the full extent permitted by law. Notwithstanding anything herein, no indemnity shall be required hereunder for damages that result from the negligence or willful misconduct on the part of the party seeking indemnity.

## ARTICLE VI.
## EVENTS OF DEFAULT AND REMEDIES

Section 6.1. **Events of Default**. Each of the following shall be an Event of Default: The Borrower shall fail to observe and perform any agreement, term or condition contained in this Agreement or the Development Agreement pertaining to the Project, and the continuation of such failure for a period of thirty (30) days after notice thereof shall have been given to the Borrower by the City, or for such longer period as the City may agree to in writing; provided, that if the failure is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion.

The declaration of an Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or

precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation, or reorganization proceedings.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor, and notice of default of the payment of any amount at any time payable to the City under or in connection with the Loan. All amounts payable under the Loan and the Note are payable with reasonable attorney fees and costs of collection and without relief from valuation and appraisement laws.

Section 6.2. **Remedies on Default**. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The City may have access to, inspect, examine, and make copies of the books, records, accounts, and financial data of the Borrower pertaining to the Project; and

(b) The City may pursue all remedies now or hereafter existing at law or in equity, plus recover all expenses including attorney fees as provided in Section 6.4 or to enforce the performance and observance of any other obligation or agreement of the Borrower hereunder including all remedies set forth in the Development Agreement.

Notwithstanding the foregoing or any other provision in this Agreement, the City shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the City at no cost or expense to the City.

If, at the time of the Event of Default, the Borrower has admitted an investor member or limited partner (such party being referred to herein as an "**Investor**") and Borrower has supplied the City with the Investor's notice address, then any copy of a notice of an Event of Default shall be delivered to such Investor and the Investor shall have the opportunity to cure such Event of Default on behalf of Borrower.

Section 6.3. **No Remedy Exclusive**. No remedy conferred upon or reserved to the City by this Agreement or the Development Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 6.4. **Attorneys' Fees and Costs of Collection**. If a default by the Borrower shall occur, the City shall, to the extent it is a Prevailing Party and to the extent permitted by applicable law, be entitled to recover from the non-prevailing party all reasonable costs, expenses and attorneys' fees (including court costs and other expenses through all appellate levels) that it

incurs in connection therewith. For purposes hereof, the term "**Prevailing Party**" includes a party who obtains legal counsel or brings any action against another party by reason of an alleged breach or default and obtains substantially the relief sought, whether by compromise, settlement, or judgment.

Section 6.5. **No Waiver**. No failure by the City to insist upon the strict performance by the Borrower of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Borrower to observe or comply with any provision hereof. The City may waive any Event of Default hereunder.

Section 6.6. **Notice of Default**. The Borrower shall notify the City immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition, or event which, with the giving of notice or passage of time or both, would become an Event of Default.

## ARTICLE VII.
## MISCELLANEOUS

Section 7.1. **Term of Agreement**. This Agreement shall be and remain in full force and effect from the date of Loan until such time as Loan shall have been fully paid or forgiven, except for obligations of the Borrower under Sections 5.1 hereof, which shall survive any termination of this Agreement.

Section 7.2. **Notices**. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. The Borrower and the City, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent. Upon the admission of an Investor, Borrower shall supplement such notice addresses.

Section 7.3. **Extent of Covenants of the City; No Personal Liability**. All covenants, obligations and agreements of the City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Common Council in other than his or her official capacity, and neither the members of the Common Council nor any official of the City shall be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the City contained in this Agreement.

Section 7.4. **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the City, the Borrower and their respective permitted successors and assigns. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 7.5. **Amendments and Supplements**. This Agreement may not be effectively

amended, changed, modified, altered, or terminated except as may be evidenced in a writing executed by the appropriate representatives of the City and the Borrower.

Section 7.6. **Execution Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.7. **Severability**. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.8. **Successors and Assigns**. Whenever in this Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Agreement contained by or on behalf of the Borrower, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. The Borrower may assign its interest in this Agreement to any affiliate of the Borrower with the prior approval of the City, provided that an assignment to or for the benefit of the Project Owner or to any entity that is a member or partner of the Project Owner shall not require prior approval. The Borrower may further mortgage and assign all of the Borrower's interest in this Agreement to secure mortgage loans or other indebtedness incurred by the Borrower with respect to the acquisition, construction, equipping, and improvement of the Project. The Borrower may not otherwise assign its interest in this Agreement without obtaining the prior approval of the City. Notwithstanding any such assignment, the Borrower shall not be released from any liability or obligations hereunder.

Section 7.9. **Third Party Beneficiary**. The Borrower acknowledges and agrees that (i) the Redevelopment Commission is hereby deemed a third-party beneficiary of this Agreement and (ii) the terms of this Agreement may be enforced by the Redevelopment Commission.

Section 7.10. **Governing Law**. This Agreement shall be deemed a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State without giving effect to its conflict of laws rules.

Section 7.11. **Dispute Resolution**. The Borrower and the City agree to use their best efforts to resolve quickly and informally any disputes that may arise under this Agreement. In the event such informal means are unsuccessful, any such disputes shall be attempted to be resolved first by mediation in accordance with the Indiana Rules of Dispute Resolution; provided, however, the City may exercise any remedy available to it in the event the Borrower fails to pay, when due, any outstanding amount of the Loan. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, without giving effect to its conflict of law rules. Any litigation commenced by either of the City or the Borrower related to or arising out of this

Agreement must be filed in the state courts of Elkhart County, Indiana. The Parties further consent to the personal jurisdiction by said courts over it and hereby expressly waive, in the case of any such action, any defenses thereto based on jurisdictions, venue or forum non conveniens.

Section 7.12. **Unavoidable Delay**. In the event that the Borrower shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of any unusually inclement weather, strikes, lock-outs, labor troubles, inability to procure materials which could not have been reasonably anticipated and avoided by the Borrower, failure of power to the Project for reason other than acts of the Borrower or any person or party acting by, through or under the Borrower, restrictive governmental laws or regulations, act of God, fire, earthquake, flood, explosion, terrorism, action of the elements, war (declared or undeclared), police action, invasion, insurrection, riot, mob violence, sabotage, health pandemic or epidemic, the act, failure to act or default of the City, or other causes beyond the Borrower's reasonable control, then performance of such act shall be extended for a period necessitated by such delay.

Section 7.13. **Subordination and No Limitation on Mortgagee or Financing Party**. Any and all rights of the City and obligations and liabilities of the Borrower under this Agreement and/or relating to the Loan shall be expressly subject and subordinate to any mortgage loans or other indebtedness incurred by the Borrower with respect to the acquisition and construction of the Project. Notwithstanding anything in this Agreement to the contrary, (a) no provision of this Agreement shall restrict or otherwise limit (i) any foreclosure by or other transfer of title to any mortgagee or financing party of the Project, or (ii) any transfer of ownership of any interest in the Borrower to such mortgagee or financing party or any constituent owner of the Borrower, and (b) in the event of any such foreclosure by or other transfer of title to any mortgagee or financing party, as permitted in clause (a)(i) above, any such mortgagee or financing party (or any party taking by, through or under any such mortgagee or financing party) shall take title to the Project free and clear of any responsibility, obligation and/or liability under this Agreement and/or the Loan and without liability for the responsibilities, obligations and/or liabilities of the Borrower under this Agreement and/or with respect to the Loan. The City shall resubordinate the Loan as requested by any Investor or subsequent party providing financing to the Project.

Section 7.14. **LIHTC Structuring**. The City and Borrower agree to work together in good faith to structure, or restructure (including but not limited to securing or subordinating) the Loan as described in this Loan Agreement in order to apply the proceeds of the Loan to the Project in a manner that will maximize the benefit to the Project and residents thereof, and allow for allocation of low income housing tax credits to the Investor or Project Owner, and to avoid rendering the proceeds of the Loan taxable as a grant or otherwise subject to an taxation caused by an original issue discount, or, as may be permitted in consultation with tax counsel, to render any eligible portion of the proceeds as a non-taxable non-shareholder contribution to the Garrison Frazier Investments, Inc., in accordance with Section 118 of the Internal Revenue Code of 1986. To that end, the obligations of the Borrower hereunder or under the Development Agreement, may be assigned to the Project Owner or to any member or partner of the Project Owner in accordance with Section 7.8, or to any Borrower-affiliate acting as developer of the Project. Further, the proceeds of the Loan may be used to either make a capital contribution or a loan to the Project Owner, secured or unsecured, recourse or nonrecourse, as Borrower and tax counsel find prudent. Such structuring requirements may include formation of one or more condominium units to act as

the Project Owner and as owner(s) of any non-residential space. The Borrower agrees to provide timely notice of any assignments to the City, and the City and Borrower shall execute any further documents as necessary to achieve any such objectives set forth in this Section 7.14.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the City and the Borrower have caused this Agreement to be duly executed in their respective names, all as of the day and year first written above.

City:

**CITY OF ELKHART, INDIANA**

By: _____
Mayor

ATTEST:

_____
Clerk

Borrower:

**GARRISON FRAZIER INVESTMENTS, INC.**,
an Indiana corporation

By: _____

Printed: _____

Its: _____

*Signature Page to the Financing and Loan Agreement, dated as of _____, 2026, between the City of Elkhart, Indiana and Garrison Frazier Investments, Inc.*

**EXHIBIT A**

**FORM OF PROMISSORY NOTE**

Original Principal: Not to Exceed $2,500,000
Maturity Date: June 30, 2029
Interest Rate: 0%*

FOR VALUE RECEIVED, the undersigned, Garrison Frazier Investments, Inc., an Indiana corporation ("**Borrower**"), hereby promises to pay to the order of the City of Elkhart, Indiana ("**City**"), in immediately available funds, the principal, interest, if any, and any other amounts due under the Financing and Loan Agreement, dated as of _____, 2026, between the City and Borrower (the "**Loan Agreement**"), upon maturity or earlier under the terms of the Loan Agreement, unless this Promissory Note is forgiven, at the discretion of the City pursuant to the Loan Agreement, at such place as the City may direct, in immediately available funds the principal sum of not to exceed $2,500,000.

This Promissory Note is issued pursuant to the Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The Borrower's obligations under this Promissory Note are subject in all respects to the further provisions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the City under the Loan Agreement or under any other agreement between the Borrower or the City or out of any indebtedness or liability at any time owing to the Borrower by the City or for any reason, except for the forgiveness of the Loan as described in the Loan Agreement.

This Promissory Note is the Note referred to in the Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions, and provisions thereof, including those respecting prepayments.

In any case where the date of payment hereunder shall not be on a Business Day (as defined in the Loan Agreement), then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date of payment hereunder.

The Borrower hereby unconditionally waives diligence, presentment, protest, and notice of dishonor of the payment of any amount at any time payable to the City under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys' fees and costs of collection and without relief from valuation and appraisement laws.

All terms used in this Promissory Note which are defined in the Loan Agreement shall have the meanings assigned to them in the Loan Agreement.

* Subject to Section 4.3 of the Loan Agreement

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officers or representatives.

Dated: _____, 2026.

**GARRISON FRAZIER INVESTMENTS, INC.**,
an Indiana corporation

By: _____

Printed: _____

Its: _____

**NOTE:** **Not for execution as this time. This document is the form of the Funding and Reimbursement Agreement that will be used in connection with the forgivable loan to the entity described herein, with such changes in form or substance as may be authorized by the officers of the City executing the same. All dates and blanks will be filled in and the Funding and Reimbursement Agreement will be completed prior to execution thereof.**

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# FUNDING AND REIMBURSEMENT AGREEMENT

**between**

**CITY OF ELKHART, INDIANA**

**and**

**CITY OF ELKHART, INDIANA, REDEVELOPMENT DISTRICT**

**Re:**

**CITY OF ELKHART, INDIANA**
**(GARRISON FRAZIER PROJECT)**

**Dated as of _____ 1, 2026**

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**FUNDING AND REIMBURSEMENT AGREEMENT**

This FUNDING AND REIMBURSEMENT AGREEMENT, is made and entered into as of _____ 1, 2026 (the "Agreement") by and between the CITY OF ELKHART, INDIANA (the "City"), a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "State"), and the CITY OF ELKHART REDEVELOPMENT COMMISSION (the "Redevelopment Commission"), as governing body of the CITY OF ELKHART REDEVELOPMENT DISTRICT, a special taxing district duly organized and validly existing under the laws of the State of Indiana (the "District").

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the City to make direct loans to users or developers (each as defined under the Act) for the cost of acquisition, construction, or installation of economic development facilities, with such loans to be secured by the pledge of one or more taxable or tax-exempt debt obligations of the users or developers, for diversification of economic development and promotion of job opportunities in or near such City and vests the City with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the City, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City; will benefit the health, safety, morals, and general welfare of the citizens of the City and the State; and will comply with the purposes and provisions of the Act, adopted an ordinance approving a loan to Garrison Frazier Investments, Inc., an Indiana corporation (the "Borrower"); and

WHEREAS, the City intends to make a direct draw loan to the Borrower, pursuant to the provisions of the Act, this Agreement, and the Financing and Loan Agreement, dated as of _____ 1, 2026, between the City and the Borrower (the "Loan Agreement"), all for the purpose of financing the Love Plaza portion of the Project; and

WHEREAS, pursuant to Indiana Code 36-7-14-39(b)(3) and Indiana Code 36-7-25-3(a), the Redevelopment Commission may use certain incremental property taxes to reimburse the City for expenditures (including loans) made for local public improvements (which include buildings and all expenses reasonably incurred in connection with the acquisition and redevelopment of property) that are physically located in or physically connected to, or directly serve or benefit, each of the Allocation Areas (as defined herein); and

WHEREAS, pursuant to Resolution No. _____, adopted by the Redevelopment Commission on November 10, 2026, a copy of which is attached hereto as Exhibit A (the "Authorizing Resolution"), the Commission has authorized the use of Tax Increment Revenues (as defined herein), in the total amount of not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) from moneys currently on deposit in the Allocation Funds (as defined herein), in order to reimburse the City for expenditures made, or to be made, to finance a portion of the Project costs.

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District hereby agree and covenant.

(End of Recitals)

## ARTICLE I.

## DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9, Indiana Code 36-7-12, Indiana Code 36-7-14, and Indiana Code 36-7-25, each as amended.

"Allocation Areas" means, collectively, the (i) allocation areas of the Consolidated South Elkhart Economic Development/Redevelopment Area and (ii) allocation areas of the Downtown Urban Renewal Area, each established by the Redevelopment Commission in accordance with Indiana Code 36-7-14-39 for the purposes of capturing incremental *ad valorem* real property taxes levied and collected on all taxable property in such allocation area.

"Allocation Funds" means, collectively, the allocation fund for each of the (i) allocation areas of the Consolidated South Elkhart Economic Development/Redevelopment Area and (ii) allocation areas of the Downtown Urban Renewal Area, each established under Indiana Code 36-7-14 for the Tax Increment Revenues collected in the Allocation Area.

"Authorizing Resolution" shall have the meaning set forth in the recitals hereof.

"Borrower" means Garrison Frazier Investments, Inc., an Indiana corporation duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors thereto.

"City" means the City of Elkhart, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

"Costs of Construction" means the costs of providing for an "economic development facility" as defined and set forth in the Act, including any legal, accounting, management, program or consulting fees and expenses of the Borrower, the City or the District, and any other costs permitted under the Act related thereto.

"Development Agreement" means the Development Agreement, dated September 4, 2025, by and between the Borrower and the Redevelopment Commission.

"District" means the Redevelopment District of the City.

"Loan" means the draw loan from the City to the Borrower in the original aggregate principal amount of not to exceed $2,500,000, which will be made under the terms of the Loan Agreement, the proceeds of which will be used by the Borrower to pay a portion of the Costs of Construction for the Love Plaza portion of the Project.

"Loan Agreement" means the Financing and Loan Agreement, dated as of _____ 1, 2026, between the City and the Borrower.

"Project" means the construction of (i) a mixed-use development in the 1000 Block of South Main Street to include approximately 70-100 apartment units, approximately 1,500-3,000 square feet of leasable retail space, residential amenity space and approximately 103 parking stalls, (ii) improvements on Freight Street consisting of the construction of approximately 100-

125 apartment units and 1,500-3,000 square feet of leasable commercial space, and (iii) at the intersection of Prairie Street and Main Steet, a public space with art commemorating Kelby Love to be known as Love Plaza.

"Project Fund" means the Project Fund established and held by the City or by a financial institution or custodian selected by the City for such purpose, as the case may be, for purposes of paying Costs of Construction of the Project.

"Redevelopment Commission" means the City of Elkhart Redevelopment Commission, governing body of the District.

"Consolidated South Elkhart Economic Development/Redevelopment Area" means the economic development area within the District previously established by the Redevelopment Commission in accordance with Indiana Code 36-7-14.

"Downtown Urban Renewal Area" means the urban renewal area within the District previously established by the Redevelopment Commission in accordance with Indiana Code 36-7-14.

"State" means the State of Indiana.

"Tax Increment Revenues" means the property tax proceeds received by the Redevelopment Commission which are derived from the assessed valuation of real property in each of the Allocation Areas in excess of the assessed valuation described in Indiana Code 36-7-14-39(b)(1) and Indiana Code 36-7-14-39(b)(2), as such statutory provision exists on the date of execution of this Agreement.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement.

Exhibit A. Copy of Authorizing Resolution.

(End of Article I)

## ARTICLE II.

## REPRESENTATIONS; LOAN TO BORROWER

Section 2.1. Representations by City. The City represents and warrants that:

(a) The City is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the City is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. City has been duly authorized to execute and deliver this Agreement. City agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Concurrently with the execution and delivery of the Loan Agreement and this Agreement, the City agrees to make the Loan to the Borrower on a draw basis (upon the District making funds available to simultaneously reimburse the City for such purpose in accordance with the terms of this Agreement) for the purpose of financing the Love Plaza portion of the Costs of Construction for the Project, in order to create additional employment opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of the City and the State.

Section 2.2. Representations by Redevelopment District. The Redevelopment Commission, governing body for the District, represents and warrants that:

(a) The Redevelopment Commission is the governing body of the District, which is a special taxing district organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Redevelopment Commission is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Redevelopment Commission has been duly authorized to execute and deliver this Agreement. The Redevelopment Commission agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) In order to simultaneously reimburse the City for its costs incurred, or to be incurred, in providing draws on the Loan pursuant to Section 2.3 of the Loan Agreement to finance a portion of the Costs of Construction for the Love Plaza portion of the Project, the Redevelopment Commission agrees that it will consider appropriations of not more than $2,500,000 from the Tax Increment Revenues then currently on deposit in the Allocation Funds for the purpose of paying to, or upon the order of, the City for depositing into the Project Fund, with the sum of such appropriations not to exceed an aggregate principal amount equal to Two Million Five Hundred Thousand Dollars ($2,500,000).

(c) The Redevelopment Commission acknowledges and agrees that the Loan being made by the City to the Borrower is subject to forgiveness upon the Borrower's satisfaction of certain conditions set forth in Section 4.3 of the Loan Agreement.

(End of Article II)

## ARTICLE III.

## MISCELLANEOUS PROVISIONS

Section 3.1. Supplements and Amendments to this Agreement. The Borrower, the City and the District may from time to time, upon the written agreement of all parties hereto, enter into such supplements and amendments to this Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof, which consent and agreement to such supplement or amendment hereto may be withheld in the sole discretion of any party.

Section 3.2. Agreement for Benefit of Parties Hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, and their successors and assigns, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, and their successors and assigns.

Section 3.3. Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 3.4. Counterparts. This Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 3.5. Governing Law. It is the intention of the parties hereto that this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of the State of Indiana.

(End of Article III)

IN WITNESS WHEREOF, the City and the Redevelopment Commission, acting for and on behalf of the District, have caused this Agreement to be executed in their respective names, and the City and the Redevelopment Commission, acting for and on behalf of the District, have caused their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF ELKHART, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Clerk

CITY OF ELKHART
REDEVELOPMENT DISTRICT, acting by and through the CITY OF ELKHART REDEVELOPMENT COMMISSION

_____
President

Attest:

_____
Secretary

*Signature Page to the Funding and Reimbursement Agreement, dated as of _____ 1, 2026, between the City of Elkhart, Indiana and the City of Elkhart, Indiana, Redevelopment District*

# EXHIBIT A

## Copy of Authorizing Resolution