

ACKNOWLEDGEMENT AND CONSENT AGREEMENT

This Acknowledgement and Consent Agreement ("Agreement") is made and entered into as of August ___, 2025 (the "Effective Date") by and between The Oliver A, LLC, an Indiana limited liability company ("Oliver A") and The Oliver B, LLC, an Indiana limited liability company ("Oliver B" and with Oliver A, collectively, "Purchaser") and the Town of Yorktown Redevelopment Commission ("YRC") and the Town of Yorktown, Indiana ("Town of Yorktown" and with "YRC", collectively, "Town Parties").

RECITALS:

WHEREAS, upon the additional security provided by that certain Taxpayer Agreement entered into by and between the Town Parties and Rebar Yorktown, LLC and Rebar Yorktown, Inc., jointly and severally ("Taxpayer"), dated February 18, 2021 and attached hereto as Exhibit A ("Taxpayer Agreement"), the Town issued its Taxable Economic Development Revenue Bonds, Series 2021A ("Series 2021A Bonds");

WHEREAS, the Town also issued Taxable Economic Development Revenue Bonds, Series 2021B ("Series 2021B Bonds" and with the Series 2021A Bonds, collectively, "Bonds") pursuant to that certain Trust Indenture between the Town of Yorktown and The Huntington National Bank, dated February 1, 2021 ("Trust Indenture") from which Taxpayer receives semi-annual payments in the amount of Fifteen Thousand Dollar (\$15,000) (the "Series 2021B Bonds Payment") as the holder of the Series 2021B Bonds;

WHEREAS, the Series 2021A Bonds provided financing to the Taxpayer for the construction of that certain mixed-use real estate project in the Town of Yorktown commonly known as "The Oliver" ("Project"), which Project benefited from the use of proceeds of the Series 2021A Bonds; and

WHEREAS, the Series 2021B Bonds were issued to provide a reimbursement mechanism to the Taxpayer for costs of the Project, which reimbursement through the Series 2021B Bonds is not secured by the Taxpayer Agreement;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, mutually agree as follows:

AGREEMENT:

1. Purchaser hereby certifies that it is a party to that certain contract to purchase the Project from the Taxpayer, dated May 20, 2025, as amended ("Sale Contract"). As a party to the Sale Contract, Purchaser hereby acknowledges that, upon the closing on the Project, Purchaser becomes beneficiaries of the issuance of the Bonds and that the Project currently is and will remain subject to the Taxpayer Agreement for the Term as defined in the Taxpayer Agreement. Purchaser also hereby acknowledges that execution of an assumption and assignment of the Taxpayer Agreement in a form consistent with the provisions of this Agreement ("Assignment"), will be required by Purchaser at the time of closing on its purchase of the Project and that the Assignment will require Purchaser to consent to all obligations of a taxpayer under the Taxpayer Agreement,

including the existing Tax Payment Lien that automatically renews annually on January 1 and the obligation to make a Supplemental Payment (each as defined in the Taxpayer Agreement) if required pursuant to the terms of the Taxpayer Agreement.

2. The Town hereby consents to the assignment to the Purchaser by the Taxpayer of all of Taxpayer's right, title and interest in and to the Series 2021B Bonds as the holder of the Series 2021B Bonds. In addition, the Town hereby acknowledges, consents and agrees that on and after closing on its purchase of the Project, Purchaser shall be entitled to any and all Series 2021B Bond Payments as set forth in the Trust Indenture. Upon Closing the Town shall acknowledge and execute an Assignment and Assumption Agreement of the B Bonds from Taxpayer to Purchaser.

3. This Agreement may be executed in counterparts or by use of counterpart signature pages, each of which may be delivered by electronic means, including without limitation by facsimile or by PDF file sent by electronic mail, with the same force and effect as an original.

4. This Agreement constitutes the entire understanding between the parties hereto and thereto pertaining to the subject matter hereof and thereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to the subject matter.

5. If any term or provision of this Agreement or its application to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected and such provision shall be enforced to the greatest extent permitted by law.

6. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Indiana.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Acknowledgement and Consent Agreement as of the Effective Date.

PURCHASER:

The Oliver A, LLC, an Indiana limited liability company

By: _____
Revan Messak, Manager

The Oliver B, LLC, an Indiana limited liability company

By: _____
Mina Messak, Manager

TOWN OF YORKTOWN, INDIANA:

By: _____

Title: Town Council President

TOWN OF YORKTOWN REDEVELOPMENT COMMISSION

By: _____

Title: President