

PROJECT AGREEMENT

(SALE OF PROPERTY FOR PRIVATE REDEVELOPMENT)

METROPOLITAN DEVELOPMENT COMMISSION
OF MARION COUNTY, INDIANA

Project Area: Citizens/Fall Creek Redevelopment Areas
Disposition Parcel One

Description of Property: Exhibit "A"

13
JOHN R. VON ARX
MARION COUNTY RECORDER
009717 JUL 31 8
DEPT. OF METROPOLITAN DEVELOPMENT
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

AGREEMENT, made on or as of the 30th day of February, 1994, by and between the CONSOLIDATED CITY OF INDIANAPOLIS, INDIANA, DEPARTMENT OF METROPOLITAN DEVELOPMENT (hereinafter "Agency") established pursuant to the I.C. 36-7-15.1 (hereinafter "Redevelopment Law") and having its office at 200 East Washington Street, Suite 2040 in the City of Indianapolis (hereinafter "City"), Indiana, and

Citizens Neighborhood Coalition, a nonprofit corporation (hereinafter "Redeveloper") organized and existing under the laws of the State of Indiana and having an office for the transaction of business at 546 East 17th Street, in the City of Indianapolis, County of Marion, and State of Indiana,

WHEREAS, in furtherance of the objectives of the Redevelopment Law, the Agency has undertaken a program for redevelopment in certain areas in the City, and in this connection is engaged in carrying out two Redevelopment Projects known as the Citizens Redevelopment Area and the Fall Creek Redevelopment Area (hereinafter "Project Areas") located in the City; and

WHEREAS, prior to the Agency's acquisition of the Project areas, there has been prepared and approved by the Agency Redevelopment Plans for the Project, which plans, as it may hereafter be amended from time to time pursuant to law and as so constituted from time to time, is unless otherwise indicated IN the Agreement hereinafter as "Redevelopment Plans"; and

WHEREAS, a copy of the Redevelopment Plans as constituted on the date of the Agreement has been recorded among the land records for the place in which the Project area is situated, namely, in the Office of the Recorder of Marion County, Indiana on November 29, 1993 as Instrument No. 93-0179609 for the Citizens Redevelopment Area on February 11, 1991 as Instrument No. 91-13318; on February 24, 1994 as Instrument No. 94-029882 and on August 23, 1994 as Instrument No. 94-0129749 for the Fall Creek Redevelopment Area ; and

1
07/31/95 03:23PM JOAN N. ROMERIL MARION CTY RECORDER RLJ 30.00 PAGES: 13
Inst # 1995-0092415

any, running with the land as shall be imposed thereon pursuant to the Redevelopment Plans; and

WHEREAS, the Agency heretofore did comply with all applicable state laws and duly published a notice which stated that at a designated time written offers for the purchase and redevelopment of certain real properties located in the Project Areas, more particularly described on the attached Exhibit A, attached hereto and made a part hereof, (the "Properties"), would be opened and considered. No offers were received within thirty (30) days after the designated time.

WHEREAS, the Metropolitan Development Commission did, pursuant to Resolution No. 94-R-176, approved on November 2, 1994, authorize the sale of the Properties to the Redeveloper in accordance with the terms of said resolution and on said date the Redeveloper was notified thereof; and

WHEREAS, the Agency believes that the redevelopment of the Properties pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and its residents, and in accord with the public purposes and provisions of the applicable Federal, State, and Local laws and requirements under which the construction of new residential structures and the rehabilitation of certain existing homes (hereinafter "Project") will be undertaken.

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

SEC. 1 SALE: PURCHASE PRICE

Subject to all the terms, covenants, and conditions of this Agreement, the Agency shall sell the Properties to the Redeveloper for, and the Redeveloper shall purchase the Properties from the Agency and pay therefore, the amount of One and 00/100 Dollar (\$1.00) and other valuable considerations, hereinafter called "Purchase Price" to be paid by certified check, money order, cashier check, or by some other means acceptable to the Agency, such as credits to the Redeveloper for certain project improvements following negotiations, simultaneously with the delivery of the first deed conveying any of the Properties to the Redeveloper.

SEC. 2 CONVEYANCE OF PROPERTIES

(a) Form of Deeds. The Agency shall convey to the Redeveloper title to the Properties by Quitclaim Deeds subject to:

- (i) All easements and rights-of-way, if any, as shown on the survey of record;
- (ii) Building and zoning ordinances;
- (iii) Such conditions, covenants and restrictions, if any, running with the land as shall be imposed thereon pursuant to the Redevelopment Plans; and

(iv) Terms, conditions and/or restrictions of this Agreement.

(b) Evidence of Title. The Agency shall deliver to the Redeveloper, at the Agency's sole expense, an Owner's Title Insurance Policy in the customary form issued by a title insurance company designated by the Agency covering the title in the name of the Agency, subject only to those reservations, encumbrances and exceptions hereinbefore set forth or referred to therein.

(c) Time and Place for Delivery of Deeds. The Agency shall deliver, and the Redeveloper shall accept, the deeds and possession of the Properties in accordance with a schedule to be agreed upon between the Agency and the Redeveloper. Conveyances shall be made at the office of a title insurance company or at the office of the Agency.

(d) Recordation of Deeds and Agreement. The Agency will promptly record the Deeds and this Agreement at its expense at the Office of the Recorder of Marion County, Indiana.

SEC. 3 TIME FOR SUBMISSION OF CONSTRUCTION PLANS

(a) Time for Submission of Construction Plans. The Redeveloper shall submit its Construction Plans to the Agency by January 31, 1995 for any models and for any pre-sold homes.

(b) Time for Submission of Other Construction Plans. For all other proposed construction the Redeveloper shall submit its Construction Plans to the Agency by March 31, 1995.

(c) Time for Agency Action on Approval or Request for Changes in Construction Plans. The time within which the Agency may approve, reject, request change or approve a change in the Construction Plans shall be thirty (30) days after the date of the Agency's receipt of plans or changes in plans.

SEC. 4 TIME FOR SUBMISSION OF EQUITY CAPITAL AND MORTGAGE FINANCING

The Redeveloper shall submit to the Agency evidence as to equity capital and any commitment necessary for mortgage financing by March 31, 1995.

SEC. 5 TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

The construction of the improvements, as shown on the Construction Plans, shall be commenced in any event by April 30, 1995 and, except as otherwise provided in this Agreement, construction shall be completed by November 30, 1996. The possibility of an extension to November 30, 1997 may be granted to accommodate the construction completion upon mutual agreement between the Redeveloper and the Agency. Redeveloper shall pay normal fees and follow established policy in obtaining all permits.

SEC. 6 COVENANT ON USE

The Properties shall be developed in accordance with the Construction Plans approved by the Agency and devoted to and used only in accordance with those particular uses approved by the Agency and specified in the Redevelopment Plans for the Project Areas.

The Redeveloper shall not discriminate against any employees or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, religion, color, national origin, ancestry, age, handicap, disabled veteran status and Vietnam era veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

SEC. 7 PERIOD OF DURATION OF COVENANT ON USE

The covenant pertaining to the use of the Properties in the Redevelopment Plans shall remain in effect from the date of the Deed until twenty years thereafter or until such date thereafter to which it may be extended by proper amendment of the Redevelopment Plans, on which date, as the case may be, such covenant shall terminate.

SEC. 8 ENFORCEMENT OF AGREEMENT AND REDEVELOPMENT PLANS

The Agency or its successor may enlist the assistance of any appropriate body to use their authority to either require remedial action or to stop construction not in compliance with this Agreement or the Redevelopment Plans.

Furthermore, the Agency or its successor may enter into a civil law suit to stop or rescind actions not in conformance with this Agreement and Redevelopment Plans, or to enforce contractual agreements to ensure conformance with this Agreement and the Redevelopment Plans.

SEC. 9 REMEDIES PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION

In the event the Redeveloper (or successor in interest) herein:

- (a) Defaults in any obligation under this Agreement, and in particular, defaults in or violates its obligations with respect to the time for submission of Construction Plans, the time within which the Redeveloper shall submit to the Agency evidence as to equity capital and any commitment necessary for mortgage financing, fail to commence construction in accordance with Section 5, does not carry out construction in accordance with approved plans, or abandons or substantially suspends construction work, and such default or violation, abandonment or suspension shall not be cured, ended or remedied within one month (six

months if the default is with respect to the date for the completion of the improvements) after written demand by the Agency so to do; or

- (b) Fails to pay real estate taxes or assessments on the Properties or any part thereof when due, or places thereon any encumbrance or lien unauthorized by the Agreement with the Agency, or suffers any levy or attachment to be made, or allows any materialman's or mechanic's liens, or any other unauthorized encumbrances of lien to attach, and such taxes or assessments shall not have been paid on the encumbrance or the lien removed or discharged, or provisions satisfactory to the Agency made for such payment, removal or discharge, within 20 days after written demand by the Agency so to do; or
- (c) Assigns, in violation of this Agreement, any part of this Agreement without consent; transfers the Properties or any part thereof without consent; or causes or allows any change in the ownership or distribution of the stock of the Redeveloper, if the Redeveloper is a corporation, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within 30 days after written demand by the Agency to the Redeveloper so to do;

then the Agency shall have the right to re-enter and take possession of the Properties and to terminate and revest in the Agency the estate conveyed to the Redeveloper.

The conveyances of the Properties to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in the subdivision (a), (b) and (c) of this Section 9, the failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, gives the Agency the right at its option to declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Properties conveyed by the Deeds to the Redeveloper, and that such title successors interests to and in the Properties, shall revert to the Agency: provided, that such condition subsequent and any revesting of title as a result thereof in the Agency:

- (1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any recorded mortgage, and (ii) the four (4) lots used as models shall be excluded from this Section 9, and (iii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

- (2) shall not apply to individual parts or parcels of the Properties (or, in the case of parts or parcels leased, the leasehold interest) on which the improvements to be constructed thereon have been completed in accordance with the Agreement and for which a Certificate of Completion is issued therefore.

SEC. 10 RESALE OF REACQUIRED PROPERTIES: DISPOSITION OF PROCEEDS

Upon the reverting in the Agency of title to the Properties or any part thereof as provided in Section 9, the Agency shall, pursuant to its responsibilities under State law, use its best efforts to resell the Properties as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Redevelopment Plans to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such Properties or part thereof in the Redevelopment Plan. Upon such resale of the Properties, the proceeds thereof shall be applied:

- (a) First, to reimburse the Agency, on its own behalf or on behalf of the City for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Properties or part thereof (but less any income derived by the Agency from the Properties or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Properties or part thereof (or, in the event the Properties is exempt from taxation or assessment or such charges during the period of ownership thereof by the Agency, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City-County assessing official) as would have been payable if the Properties were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Properties or part thereof at the time of reversion of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Properties or part thereof; and any amounts otherwise owing the Agency by the Redeveloper and its successors or transferees; and
- (b) Second, to reimburse the Redeveloper, its successor or transferee, up to the amount equal to (1) the sum of the Purchase Price paid by it for the Properties and the cost actually invested by it in making any of the improvements on the Properties or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement on the Properties.

Any balance remaining after such reimbursements shall be retained by the Agency.

SEC. 11. OTHER RIGHTS AND REMEDIES OF AGENCY; NO WAIVER BY DELAY

The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of Section 10 and this Section including the right to execute and record or file among the public land records in the office in which the Deeds is recorded a written declaration of termination of all the right, title, and interest of the Redeveloper, and its successors in interest and assigns, in the Properties, and the reversioning of title thereto in Agency: Provided, that any delay by the Agency in instituting or prosecuting of such actions or proceedings or otherwise asserting its rights under Section 10 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way.

SEC. 12 ASSIGNMENT OF AGREEMENT AND TRANSFER OF PROPERTIES

Assignment of this Agreement, or any transfer of the Properties (real or personal) or any part thereof, prior to the issuance of the Certificate of Completion, shall occur only after written consent thereto is granted by the Agency.

SEC. 13 NOTICE AND DEMANDS

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested or delivered personally, to:

- | | |
|---|---|
| (i) The Redeveloper at
<u>Choice Learning Center</u>
<u>546 East 17th Street</u>
Indianapolis, Indiana 46202 | (ii) Mr. Roderick Bohannon
Legal Services Organization
151 North Delaware Street
Indianapolis, Indiana 46204 |
| (iii) The Agency at
Suite 2041 City County Building
200 East Washington Street
Indianapolis, Indiana 46204, or | (iv) Urban Development Inc.
3967 North New Jersey Street
Indianapolis, Indiana 46205 |
| (v) National City Bank;
Mr. Curtis Heflin, Director of Community Development
101 West Washington Street, Suite 400 E
Indianapolis, Indiana 46255 | |
| (vi) or at such other address either party may, from time to time, designate in writing and forward to the other as provided in this section. | |

SEC. 14 SPECIAL PROVISIONS

(a) Redeveloper agrees that in the construction of such work it will comply with all building codes and applicable ordinances of the City, as well as all applicable statutes of the State of Indiana and the United States of America, and all applicable rules and regulations thereunder.

(b) In the event there is further new or exterior construction, after the issuance of the Certificate of Completion, it is required that the plans for construction must be submitted to the Neighborhood and Development Services Division and approved by said division prior to obtaining any permits.

SEC. 15 OTHER PROVISIONS

(a) Redeveloper will submit, to the Agency prior to closing, a project proforma which includes a "Source and Use of Funds Statement". Subsequent to closing, Redeveloper will submit, at the end of each month, a monthly statement of actual sources and uses of funds.

(b) Redeveloper will submit to the Agency, prior to closing:

(1) Certificate of Partnership, filed in the Office of the Indiana Secretary of State and the Office of the Recorder of Marion County, Indiana, which identifies all partners in the partnership.

(2) a sworn Statement of Conditions and Terms of the Partnership Agreement.

In the event the partnership agreement is amended, the Redeveloper will submit copies of any amendments to the documents listed immediately above.

(3) Annually, no later than forty-five (45) days following the partnership year end, Redeveloper shall provide an annual balance sheet for the partnership.

(c) Redeveloper will construct a project with the intent to provide a mix of market rate homes and affordable homes for low to moderate income families.

(d) Agency shall cause to be prepared a Phase 1 Environmental Assessment report on the Properties by January 31, 1995.

(1) Agency reserves the right to cancel the project and terminate this Agreement without penalty in the event significant contamination is detected.

(2) Redeveloper reserves the right to cancel the project and terminate this Agreement without penalty in the event significant contamination is detected.

(e) Agency shall cause to be performed demolition of structures and abatement of asbestos bearing materials that are detected on the Properties.

(1) Agency's participation in demolition and said abatement or remediation activities shall not exceed One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00) in the aggregate in cost.

(2) Redeveloper shall pay for all demolition and abatement or remediation in excess of the \$190,000.00 provided by the Agency up to \$3,800.00 per lot for the remaining lots. "Remaining lots" is defined as those lots which have not been abated or remediated after the Agency has completed its responsibilities pursuant to Section 15 (c) (1). In the event that this aggregate amount is expended by the Redeveloper, then the Redeveloper may cease performance of this Agreement.

(f) Agency shall cause to be repaired and/or replaced street surface, curbs and sidewalks of Fall Creek Parkway South Drive, New Jersey and Alabama Streets from said Fall Creek Parkway South Drive to a new connector street north of 25th Street, which shall also be caused to be constructed by Agency.

(g) Agency shall cause to be repaired and/or replaced sewers to serve the Properties excluding lateral pipes connected to said sewers.

(h) Agency shall cause the replatting of the Properties.

(i) Agency shall pay relocation costs to residents displaced by redevelopment activities in accordance with applicable statutes and practice.

(j) Agency shall allocate Community Development Block Grant funds to the Redeveloper at an amount not to exceed One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) for assistance in the construction of affordable housing units.

(1) Terms and conditions for funding affordable housing units are not included in this Agreement.

(k) Agency shall make available HOME funds for investor-owners to access. These funds shall be for rental structures to be rehabilitated for low to moderate income families.

(1) Infill Housing Guidelines of the Department of Metropolitan Development shall be utilized for exterior rehabilitation as well as for new construction located among existing structures.

(m) Redeveloper will submit, to the Agency prior to closing, the following items:

(1) a marketing strategy plan including marketing price ranges and rent schedule.

(2) an acceptable and feasible financing plan with the identification of committed financing for redevelopment costs on at least 28 lots and a proforma on the Project.

(3) preliminary design drawings, using at least six (6) different designs, showing the conceptual development and indicate methods used to make houses affordable for low and moderate income families. Show locations of affordable houses on the development plan.

(4) a list of potential buyers for at least two (2) lots

(5) evidence of notification concerning the project to all affected registered neighborhood associations for the Fall Creek Proper neighborhood.

(6) evidence of the neighborhood association having agreed to the project or evidence that the neighborhood association has been granted the opportunity for hearing before the Metropolitan Development Commission.

(n) Prior to the start of construction the Redeveloper shall submit construction plans which include commitments for construction from contractors licensed and bonded in Indianapolis, Marion County. Additionally, any contractor used in the construction of homes is licensed and bonded in Indianapolis, Marion County.

(o) Redeveloper, to the greatest extent feasible, as determined under the standards specified in 24 CFR 135, shall:

(1) use lower income project area residents as trainees and employees;

(2) contract for work with business concerns located in the area or owned in substantial part by persons residing in the project area;

(3) The Redeveloper shall put forth a good faith effort to engage the services of minority or women owned business concerns in accordance with the City of Indianapolis' established overall percentage goals of ten percent (10%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises.

SEC. 16 CERTIFICATE OF COMPLETION

The Redeveloper shall follow all provisions of the Redevelopment Plan, and appropriate Federal, State, and Local codes and ordinances. After completion of the proposed improvement activities in accordance with the construction plans approved by this Agency, the Redeveloper shall request the necessary inspections from the Division of Development Services, and any other appropriate agency. The Redeveloper shall then submit a copy of the signed building permit indicating approvals and request final inspection by the Agency. In the event an F.H.A., H.U.D., or any other compliance report is made, the Redeveloper shall forward a copy of the final inspection report with the sign building permit. After the Redeveloper's improvements have been inspected by the Agency (or its agent, acting on its behalf) and a satisfactory report is filed, the Agency shall issue a Certificate of Completion. Certificates may be issued for individual phases of work. Said Certificate of Completion shall serve only as a statement to the effect that the Redeveloper has completed the

improvements in accordance with approved plans and that the Redeveloper is released from Section 3, 4 and 5, of this Agreement. Covenants that run with the land and those recited in Section 6, 7 and 8 of this Agreement shall remain in full force. Said Certificate of Completion shall not be interpreted to serve as a warranty of any kind for the work of the Redeveloper or of any existing prior condition.

SEC. 17 SAVE HARMLESS

(A) The Redeveloper agrees to hold harmless the Agency and the City and its officers, agents, officials, and employees, from any and all claims, actions, causes of actions, judgements, and liens arising out of the Contractor's performance under this Agreement.

(B) The Agency agrees to hold harmless the Redeveloper and its officers, agents, officials, and employees, from any and all claims, actions, causes of actions, judgements, and liens arising out of the City's performance under this Agreement.

SEC. 18 COUNTERPARTS

This Agreement is executed in five (5) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in the Name of the "City of Indianapolis," Department of Metropolitan Development by the Director.

REDEVELOPER

Citizens Neighborhood Coalition

By: *Stanley L. Lusan*
Dorothy L. Burse
Printed

Printed

Subscribed and Sworn
before me this 29th day
of December, 1994

John R. Kelley
Notary Public
John R. Kelley
County of Marion
Indianapolis, Indiana

My Commission Expires
July 13, 1998

CITY OF INDIANAPOLIS
DEPARTMENT OF METROPOLITAN DEVELOPMENT

By: Elaine E. Bedel

Elaine E. Bedel
Director

Subscribed and sworn
before me this 30th day
of December, 1994.

John R. Kelley
Notary Public
John R. Kelley
County of Marion
Indianapolis, Indiana

My Commission Expires:
July 13, 1998

Approved As To Adequacy Of Legal Form:

By: Stephen Neff
Stephen Neff, Assistant Corporation Counsel

Dated: 12-20-94

This Document Prepared:

By: J.R. Kelley

P.D. Rev. 12/20/94

EXHIBIT A

Lots 1 through 57, inclusive, in Fall Creek Proper, a Subdivision in Marion County, Indiana, as per plat thereof recorded April 13, 1995 as Instrument Number 950041493, in the Office of the Recorder of Marion County, Indiana.

fcralegl.wp

Cross Reference: 1995-0092415

12

SECOND AMENDMENT TO PROJECT AGREEMENT

THIS SECOND AMENDMENT TO PROJECT AGREEMENT (the "Amendment") is made and entered into as of the 21ST day of JULY, 1995 by and between the CONSOLIDATED CITY OF INDIANAPOLIS, INDIANA, DEPARTMENT OF METROPOLITAN DEVELOPMENT (the "Agency") and CITIZENS NEIGHBORHOOD COALITION, an Indiana not-for-profit corporation (the "Redeveloper").

W I T N E S S E T H:

WHEREAS, the Agency and the Redeveloper entered into that certain Project Agreement dated as of December 31, 1994 and recorded JULY 31, 1995 as Instrument Number 1995-0092415 in the Office of the Recorder of Marion County, Indiana which Project Agreement was amended by instrument captioned Amendment to Project Agreement Between the City of Indianapolis, Department of Metropolitan Development and Citizens Neighborhood Coalition", a copy of which is attached hereto as Exhibit "D" (such Project Agreement, as so amended, being hereafter referred to as the "Project Agreement"); and

WHEREAS, pursuant to the Project Agreement, the Redeveloper agreed to provide certain assistance in the redevelopment of certain real estate more particularly described in Exhibit "A" attached hereto (the "Properties"), consisting of fifty-seven (57) separate lots (each, a "Lot"); and

WHEREAS, the Agency and the Redeveloper desire to amend the Project Agreement in certain particulars.

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

1. In Section 2(c) of the Project Agreement entitled "Time and Place for Delivery of Deeds", the Redeveloper and Agency are required to develop a mutually agreeable schedule for the transfer of the Properties. The following schedule has been mutually agreed to by the parties:

A. The Properties will be broken into two (2) Groups. Group A, being the properties more particularly described on Exhibit "A" attached hereto, shall be comprised of fifteen (15) Lots and separated into two (2) sub-groups; Subgroup A-1, which shall be comprised of four (4) Lots and Subgroup A-2, which shall be comprised of eleven (11) Lots. Subgroup A-1

and Subgroup A-2 are more particularly described on Exhibits "A-1" and "A-2", respectively.

Group B shall be comprised of forty-two (42) Lots which are more particularly described on Exhibit "B" attached hereto.

B. All of the Lots comprising the Properties not previously transferred with the exception of the Lots more particularly described on Exhibit "C" attached hereto (the "Reserved Lots"), will be transferred to the Redeveloper on or before the date hereof. Each of such Reserved Lots will be transferred to the Redeveloper upon resolution to the Agency's satisfaction of the various outstanding contingencies applicable to each of such Reserved Lots.

C. Lots 3, 4, 15 and 16 of Subgroup A-1 have been previously conveyed to Redeveloper by the Agency. The terms and provisions governing development of the residential improvements upon such Lots shall be as set forth in the original Project Agreement, with the exception that the right of re-entry described in Section 9 of the Project Agreement shall not be applicable to any of the Lots comprising Subgroup A-1.

D. Lot 2 of Subgroup A-2 has been previously conveyed to Redeveloper by the Agency. The terms and provisions governing the development of residential improvements upon the Lots included within Subgroup A-2 and Group B shall be as set forth in the original Project Agreement, as modified by this Second Amendment to Project Agreement.

E. The Agency and Redeveloper hereby agree that (i) the Redeveloper may use the Lots comprising Group A as collateral to secure construction financing for residential improvements on the Properties; and (ii) none of the Lots comprising Group B may be used as collateral to secure any construction financing or any other financing by the Redeveloper.

F. In the event of any default, failure, violation or other action or inaction by the Redeveloper specified in Section 9 of the Project Agreement, and a failure on the part of the Redeveloper to remedy, cure or correct such default, failure, violation or other action or inaction, within the period and in the manner stated in Section 9 of the Project Agreement (an "Uncured Default"), title to the Lots comprising Subgroup A-2 shall revert to the Agency and, upon notice to the Redeveloper, the Agency shall have the right to re-enter and take possession of such Lots and all right, title, estate and interest of the Redeveloper in such Lots shall thereupon terminate and revert in the Agency (the "Reverted Subgroup A-2 Lots"), free of any right or claim of the Redeveloper, its assigns, nominees or successors in interest, but subject to the lien of any recorded mortgage by Redeveloper to secure construction financing for residential improvements (the "Subgroup A-2 Mortgages"). Further, with respect to the Lots comprising Subgroup A-2, the terms and provisions of Section 9(1) on page 5 of the Project Agreement shall not be applicable.

The conveyance of the Lots comprising Subgroup A-2 to the Redeveloper shall be made upon, and the deed(s) shall contain, a condition subsequent to the effect that in the event of an Uncured Default, title to the Reverted Subgroup A-2 Lots shall immediately revert in and revert to the Agency and the Agency shall have the right to re-enter the Reverted Subgroup A-2 Lots and retake title free and clear of any and all interest of the Redeveloper or any of its successors or assigns, but subject to the Subgroup A-2 Mortgages. It is the intent of the parties that the above provisions be automatically effective upon an occurrence of such an Uncured Default and that thereupon, title shall immediately revert in the Agency without the need for any further action by the Agency.

Fee simple title to the Lots comprising Subgroup A-2 shall vest absolutely in the Redeveloper, free of the foregoing conditions, and the Agency's right of re-entry shall terminate pursuant to the provisions of Section 9(2) on page 6 of the Project Agreement, as amended hereby.

Upon reverting in the Agency of title to the Lots comprising Subgroup A-2 or any part thereof by reason of the occurrence of an Uncured Default, the Agency shall retake title subject to the Subgroup A-2 Mortgages.

G. In the event of any Uncured Default, title to the Lots comprising Group B shall revert to the Agency and, upon notice to the Redeveloper, the Agency shall have the right to re-enter and take possession of such Lots and all right, title, estate and interest of the Redeveloper in such Lots shall thereupon terminate and revert in the Agency (the "Reverted Group B Lots"), free of any right or claim of the Redeveloper, its assigns, nominees, successors in interest or mortgagees, it being hereby agreed that the rights of the Agency in and to the Lots comprising Group B shall be superior to the lien of any mortgage or security interest by the Redeveloper or any of its assignees, nominees or successors in interest recorded in contravention of the terms and provisions of this Second Amendment which prohibits any such mortgages or security interests (the "Group B Mortgages"), other than the mortgage of a builder or home-owner which has commenced construction of residential improvements on any of the Lots comprising Group B. Further, with respect to the Lots comprising Group B, the terms and provisions of Section 9(1) on page 5 of the Project Agreement shall not be applicable.

The conveyance of the Lots comprising Group B to the Redeveloper shall be made upon, and the deed(s) shall contain, a condition subsequent to the effect that in the event of an Uncured Default, title to the Reverted Group B Lots shall immediately revert in and revert to the Agency and the Agency shall have the right to re-enter the Reverted Group B Lots and retake title free and clear of any and all interest of the Redeveloper or any of its successors or assigns and all Group B Mortgages. It is the intent of the parties that the above provisions be automatically effective upon an occurrence of such an Uncured Default and that thereupon, title shall immediately revert in the Agency without the need for any further action by the Agency.

Fee simple title to the Lots comprising Group B shall vest absolutely in the Redeveloper, free of the foregoing conditions, and the Agency's right of re-entry shall terminate pursuant to the provisions of Section 9(2) on page 6 of the Project Agreement, as amended hereby.

Upon reverting in the Agency of title to the Lots comprising Group B or any part thereof by reason of the occurrence of an Uncured Default, the Agency shall have no responsibility to resell such reacquired Lots or to account to Redeveloper for any proceeds received by Agency upon resale of such reacquired Lots.

H. Upon the conveyance by Redeveloper of any of the Lots comprising Subgroup A-2 to a builder (which may include the Redeveloper if it is acting as a builder of residential improvements on the Lots comprising Subgroup A-2) or home-owner which has purchased any of the Lots comprising Subgroup A-2 from the Redeveloper, the Agency upon receipt of written request from the Redeveloper shall designate one of the remaining Lots in Group B as a Subgroup A-2 Lot. Thereupon, such new Subgroup A-2 Lot shall be treated in the same manner as all of the other Lots which were originally designated as Subgroup A-2 Lots above and be governed by the provisions of Subparagraphs E(i) and F above.

2. Section 9(2) on page 6 of the Project Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"... (2) shall not apply (i) to the individual parts or parcels of the Properties on which the improvements to be constructed thereon have been completed in accordance with the Agreement and for which a Certificate of Completion is issued therefore, or (ii) to the individual parts or parcels of the Properties which have been conveyed by Redeveloper to any builders or home-owners for construction of residential improvements thereon pursuant to a valid, signed purchase agreement and upon which said builders or homeowners have commenced construction of residential improvements thereon."

3. Section 10 of the Project Agreement is hereby deleted in its entirety.

4. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Project Agreement.

5. If any breach or default by a party occurs, the other party shall, in addition to all other rights and remedies, be entitled to recover reasonable costs and attorney fees incurred in enforcing its rights and the other party's obligations hereunder.

6. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

7. The Project Agreement, as hereby amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Project Agreement as of the date first above written.

CONSOLIDATED CITY OF INDIANAPOLIS, INDIANA,
DEPARTMENT OF METROPOLITAN DEVELOPMENT

By: Elaine Bedel
Elaine Bedel, Director

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Elaine E. Bedel, the Director of the Consolidated City of Indianapolis, Indiana, Department of Metropolitan Development, who being first duly sworn, acknowledged the execution of the foregoing Second Amendment to Project Agreement, as said Director, for and on behalf of the Consolidated City of Indianapolis, Indiana, Department of Metropolitan Development, as her voluntary act and deed and for the uses and purposes contained therein.

Witness my hand and Notarial Seal this 21 day of July, 1995.

My Commission Expires:

August 4, 1998

My County of Residence:

MARION

Burdard N. King
(Signature) NOTARY PUBLIC

BURDARD N. KING
(Printed)

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Project Agreement as of the date first above written.

CITIZENS NEIGHBORHOOD COALITION, an Indiana not-for-profit corporation

By: *Dorothy L. Burse*
Dorothy L. Burse Director

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Dorothy L. Burse, the Director of Citizens Neighborhood Coalition, an Indiana not-for-profit corporation, who being first duly sworn, acknowledged the execution of the foregoing Second Amendment to Project Agreement, as Director of Citizens Neighborhood Coalition for and on behalf of Citizens Neighborhood Coalition and as his voluntary act and deed and for the uses and purposes contained therein.

Witness my hand and Notarial Seal this 22nd day of July, 1995.

My Commission Expires:

My County of Residence:

Theresa M. Hargis
(Signed) Theresa M. Hargis, Notary Public
My Commission Expires December 9, 1995
Resident of Hendricks Co., Indiana
(Printed)

This instrument was prepared by Lawrence F. Dorocke, attorney-at-law, DANN PECAR NEWMAN & KLEIMAN, P.C., One American Square, Suite 2300, Box 82008, Indianapolis, Indiana, 46282.

JOHN R. VON ARX
MARION COUNTY AUDITOR
09748 JUL 31 88
SERIALS ACQUISITION
FBI - INDIANAPOLIS
FOR TRANSFER

EXHIBIT "A"

GROUP A

Lots 2, 3, 4, 15, 16, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 of Fall Creek
Proper Subdivision in Marion County, Indiana, as per plat thereof recorded on
April 13, 1995, as Instrument No. 95-0041493 in the Office of the Recorder of
Marion County, Indiana.

EXHIBIT "A-1"

SUBGROUP A-1

Lots 3, 4, 15 and 16 of Fall Creek Proper Subdivision in Marion County, Indiana, as per plat thereof recorded on April 13, 1995, as Instrument No. 95-0041493 in the Office of the Recorder of Marion County, Indiana.

EXHIBIT "A-2"

SUBGROUP A-2

Lots 2, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 of Fall Creek Proper Subdivision in Marion County, Indiana, as per plat thereof recorded on April 13, 1995, as Instrument No. 95-0041493 in the Office of the Recorder of Marion County, Indiana.

EXHIBIT "B"

GROUP B

Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 and 57 of Fall Creek Proper Subdivision in Marion County, Indiana, as per plat thereof recorded on April 13, 1995, as Instrument No. 95-0041493 in the Office of the Recorder of Marion County, Indiana.

EXHIBIT "C"

RESERVED LOTS

Lots 1, 14, 23, 38, 44, 45 and 48 of Fall Creek Proper Subdivision in Marion County, Indiana, as per plat thereof recorded on April 13, 1995, as Instrument No. 95-0041493 in the Office of the Recorder of Marion County, Indiana.

EXHIBIT "D"
AMENDMENT TO PROJECT AGREEMENT BETWEEN CITY
OF INDIANAPOLIS, DEPARTMENT OF METROPOLITAN DEVELOPMENT
AND CITIZENS NEIGHBORHOOD COALITION

The Agreement, by and between the City of Indianapolis and Citizens Neighborhood Coalition, dated December 30, 1994, in consideration of the premises herein, is hereby amended as follows:

1. Section 5 is amended to extend the time period for commencement of construction from April 30, 1995 to May 15, 1995.

All other provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures at the City of Indianapolis, Indiana this _____ day of May, 1995.

CITIZENS NEIGHBORHOOD COALITION

By: *Dorothy L. Burse*
Dorothy Burse

5-22-95
DATE

CITY OF INDIANAPOLIS
DEPARTMENT OF METROPOLITAN DEVELOPMENT

By: *Elaine E. Bedel*
Elaine E. Bedel, Director

5-12-95
DATE

Approved as to Adequacy of Legal Form

By: *Stephen Neff*
Stephen Neff, Assistant Corporation Counsel

5-11-95
DATE