

## AGREEMENT

This Agreement by and between the West Lafayette Redevelopment Commission (“RDC”) and DRI/CA 720 Northwestern, LLC, a Delaware limited liability company, (“DRI/CA”), its successors and/or assigns, wherein the respective parties represent and agree with one another as follows:

### WITNESSETH:

WHEREAS, DRI/CA is developing real estate known as The 720 Building which borders Dodge Street, Allen Street, Evergreen Street and Northwestern Avenue in West Lafayette, Indiana;

WHEREAS, said real estate is located in the Levee/Village Allocation Area;

WHEREAS, DRI/CA will be making the following improvements to public streets and sidewalks bordering The 720 Building (“Improvements”):

- Entrance improvements on Dodge Street (ingress and egress),
- Street curb & gutter and pavement improvements along Dodge Street and into adjoining intersections on Dodge Street at Northwestern Avenue and Allen Street;
- Sidewalk improvements along Dodge Street and into the adjoining intersections on Dodge Street at Northwestern Avenue and Allen Street; and
- Landscaping and streetscape improvements along Dodge Street and into the adjoining intersections on Dodge Street at Northwestern Avenue and Allen Street.

WHEREAS, DRI/CA has requested that the RDC reimburse it for the improvements set forth above;

WHEREAS, the RDC approved payment of said funds, on a reimbursable basis, at its meeting on February 19, 2014 for the Improvements as set forth above.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties now agree as follows:

1. DRI/CA will make the Improvements to Dodge Street as set forth in the recitals above which Improvements will be approved by the City of West Lafayette Department of Engineering.
2. The RDC will reimburse DRI/CA up to the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the Improvements.
3. DRI/CA will submit invoices for the Improvements, together with proof of payment to the contractors, to the West Lafayette Department of Development (“Development Department”).

4. The City of West Lafayette, through its engineering department, will confirm that the Improvements have been completed and comply with all Federal, State and City codes, ordinances and statutes.

5. The Development Department will submit the claims to the RDC for review and payment.

6. RDC shall pay all claims submitted by the Development Department to DRI/CA within forty-five (45) days from the submission date by the Development Department.

7. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court

8. DRI/CA agrees:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That the City may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during the which such person was discriminated against or intimidated in violation of the provisions of the contract;

d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

9. By signing this Contract, DRI/CA certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

10. DRI/CA shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, DRI/CA shall enroll in and verify the work eligibility status of all newly hired employees of DRI/CA through the E-Verify Program ("Program"). DRI/CA is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. DRI/CA and, to the best of DRI/CA's knowledge, its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that DRI/CA or its subcontractors subsequently learns is an unauthorized alien. If DRI/CA violates this Section 7(b), the RDC shall require DRI/CA to remedy the violation not later than thirty (30) days after the RDC notifies DRI/CA. If DRI/CA fails to remedy the

violation within the thirty (30) day period, the RDC shall terminate the contract for breach of contract. If the RDC terminates the contract, DRI/CA shall, in addition to any other contractual remedies, be liable to the RDC for actual damages. There is a rebuttable presumption that DRI/CA did not knowingly employ an unauthorized alien if DRI/CA verified the work eligibility status of the employee through the Program.

c. If DRI/CA employs or contracts with an unauthorized alien but the RDC determines that terminating the contract would be detrimental to the public interest or public property, the RDC may allow the contract to remain in effect until the RDC procures a new contractor.

d. DRI/CA shall, prior to performing any work, require each subcontractor to certify to DRI/CA that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. DRI/CA shall maintain on file a certification from each subcontractor throughout the duration of the Project. If DRI/CA determines that a subcontractor is in violation of this Section 7(d), DRI/CA may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by DRI/CA or the subcontractor.

e. By its signature below, DRI/CA swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the RDC that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF WEST LAFAYETTE  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Lawrence T. Oates, President

Attest: \_\_\_\_\_  
Stephen B. Curtis, Secretary

DRI/CA 720 NORTHWESTERN, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
(written)

THOMAS SCOTT  
(printed) Member