

**AMENDMENT TO BUILD-OPERATE-TRANSFER AGREEMENT
McCordsville Public Safety Project**

This Amendment to the Build-Operate-Transfer Agreement (McCordsville Public Safety Project) (the "Amendment") is executed this ____ day of August, 2024, by and between GM Development Companies LLC (the "Developer"), the Town of McCordsville, Indiana (the "Town"), and the McCordsville Municipal Facilities Building Corporation (the "Building Corporation").

Recitals

WHEREAS, Developer, Town, and Building Corporation have executed that certain Build-Operate-Transfer Agreement (McCordsville Public Safety Project) dated June 29, 2023 (the "Agreement"); and

WHEREAS, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement; and

WHEREAS, Developer, Town, and Building Corporation have agreed to this Amendment to (1) provide for additional scope to furnish build-out and outfitting for a police department training facility, together with associated infrastructure, and (2) increase (a) the Purchase Price Cap and (b) the Town Contributed Funds, each as defined in the Agreement, by \$499,995.00 to pay for costs of the additional scope.

Agreement

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Developer, Town, and Building Corporation agree to the provisions set forth below.

1. Amendment.

(a) **Purchase Price Cap.** The Purchase Price Cap for the sum of all payments to Developer is hereby amended to \$12,587,327.00. For purposes of clarity, the amended contract value was derived by adding the cost of the shooting range build-out (\$499,995.00) to the current contract value of \$12,087,332.00. The added scope is hereby accepted by Town and Building Corporation, and Developer is directed to contract and install the shooting range build-out per the attached scope of services which shall be incorporated into the Final Plans pursuant to Section 6 of the Agreement. (Ex. A)

(b) **Town Contributed Funds.** Town Contributed Funds is hereby increased to \$1,903,815.00. remaining BAN funds including interest received may be used towards this amendment.

2. Control. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as expressly provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

3. Counterparts. This Amendment is being executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Developer, Town, and Building Corporation executed this Amendment as of the date set forth in the introductory paragraph hereof.

GM DEVELOPMENT COMPANIES LLC

By: _____
Gregory Martz, Sole Member

TOWN OF MCCORDSVILLE, INDIANA

By: _____
Gregory Brewer
President, Town Council

MCCORDSVILLE MUNICIPAL FACILITIES
BUILDING CORPORATION

By: _____
Bryan Burney, President

Exhibit A – Quote for Additional Scope