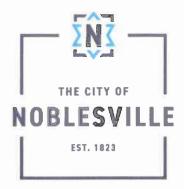


Board of Public Works and Safety Agenda Item

Cover Sheet

MEETING DATE: May 13, 2025
☐ Consent Agenda Item
⊠ New Item for Discussion
☐ Previously Discussed Item
☐ Miscellaneous
ITEM #: <u>5</u>
INITIATED BY: Chuck Haberman
☐ Information Attached
□ Verbal



TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

FROM: CHUCK HABERMAN, ECONOMIC DEVELOPMENT ASSISTANT DIRECTOR

SUBJECT: JONES LANG LASALLE - 2025 STATEMENT OF WORK

DATE: APRIL 25, 2025

Our Economic Development Department is seeking services and expertise to support our marketing efforts of The Innovation Mile. The attached scope of work will advance our vision of promoting The Innovation Mile to attract top-tier partners and establish a thriving innovation park. The services will include a marketing center, a broker event, tour gifts, advertisements and email campaigns. We ask the Board today to approve the services agreement.

Attachments:

- 1. Professional Service Agreement
- 2. JLL Scope of Work
- 3. Certificate of Insurance
- 4. Funding Verification Form
- 5. Purchase Order
- 6. W-9



SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the City of Noblesville, Indiana, a municipal corporation (hereinafter referred to as "City") and Jones Lang LaSalle Americas, Inc. ("JLL") (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the Exhibit A attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

3.1 The term of this Agreement shall begin upon execution and terminate December 31, 2025 ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed One Hundred Seventy-Eight Thousand, Three Hundred Fifty-Six Dollars (\$178,356).

4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

5.2 Subcontracting.

Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.3 Necessary Documentation. N/A

5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

5.5 Ownership.

- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be

deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City. Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards. Notwithstanding any term in the Contract to the contrary, Contractor shall retain all right, title, and interest in any and all intellectual property: (i) created by Contractor prior to this Contract, including (without limitation) Contractor proprietary software programs and processes for providing services and (ii) created by Contractor during the term of the Contract in the normal course of business for Contractor's clients generally. Upon City request, at Contract completion Contractor will provide, in a format readable by software not proprietary to Contractor, all City computer data and information that Contractor created under the Contract.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's insurable indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed such that insurers shall endeavor to provide at least thirty (30) days' prior written notice of cancellation to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability: \$2

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Ops.

\$1,000,000 Bodily Injury / Prop. Damage

\$1,000,000 Personal / Advertising Injury

\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability: \$500,000 Per Accident

Coverage Details All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Claim

\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 <u>Termination for Cause or Convenience</u>.

- If Contractor becomes insolvent, or if it refuses or fails to perform the work and 5.7.1 services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate along with a cure notice to rectify the deficiency, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work: furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than thirty (30) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against third party claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Jones Lang LaSalle Americas, Inc. (JLL)
Attn: Ellen Ellis
8900 Keystone at the Crossing
Suite #1150
Indianapolis, IN 46240
Ellen Ellis@ill.com

To City: City of Noblesville Attn: Chuck Haberman 16 S. 10th Street Noblesville, IN 46060

Courtesy Copy: City Attorney 16 S. 10th Street Noblesville, IN 46060

5.11 <u>Disputes.</u> Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue

to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws: Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be

included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 <u>Waiver.</u> City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

5.22 Debarment and Suspension

5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory

- responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
 - 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
 - 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
 - 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.
- 5.24 Consequential Damages. Except to the extent of each party's obligations pertaining to indemnification and protection of confidential information, neither party shall be liable, under any circumstances for any anticipatory or lost profit, special, consequential, punitive, exemplary, incidental or indirect damages of any kind (collectively "non-direct damages") resulting from its performance or non-performance of its obligations under the Contract even if such non-direct damages are attributed to breach of the contract, tort or negligence or otherwise caused; such party has been advised of the possibility of such non-direct damages; or under applicable law, any such non-direct damages are considered direct damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Jones Lang La Salle Americas Truc.

Printed: Steve A Schurg man

Title: Executive Manying Director

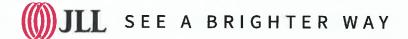
Date: 3/17/25

Approved by the Board of Public Works and Saf day of	ety of the City of Noblesville this
JACK MARTIN, PRESIDENT	
JOHN DITSLEAR, MEMBER	
LAURIE DYER, MEMBER	
ROBERT J. ELMER, MEMBER	
RICK L. TAYLOR, MEMBER	
ATTEST:	
EVELYN L. LEES, CLERK CITY OF NOBLESVILLE, INDIANA	



Exhibit A

Marketing and leasing strategy 2025





OVERALL BUDGET BREAKDOWN







CAMPAIGNS

Campaigns designed and targeted for JLL's dedicated Indianapolis broker list and will include Chicago and Detroit dedicated lists. Includes reporting metrics for optimization.

Tenant Announcements

New information

Videos





DRONE VIDEOS

Use videos to create excitement by showing progress and new features. JLL's in-house marketing team uses captured drone footage to create full property videos. Videos will be shared virtually through social and email campaigns and targeted outreach.

Progress updates

Social and email campaigns

Create excitement





MARKETING CENTER

Use banners, monitors and graphics to help prospective tenants see the vision at Innovation Mile. Ensuring an exceptional tour experience that outshines competitors and leaves a lasting impact can move the needle on leasing space.

Tell the story

Marketing handouts

Branded giveaways





TOUR GIFTS

Branded promotional items serve as tangible reminders that leave a lasting impression on potential tenants. They help reinforce the brand identity and create a sense of connection between the property and its target audience. By incorporating branded items, a property can enhance its visibility, create a positive brand image, and increase the chanced of attracting potential tenants.





BROKER EVENT

A property marketing event can be a powerful tool for showcasing the property. By hosting an event on-site, you allow visitors to experience the property firsthand, creating a lasting impression that photos and descriptions alone cannot match. Such events provide an opportunity to highlight unique features, demonstrate potential uses of the land, and address any questions or concerns directly. They offer opportunities for leasing brokers and landlords to network with tenant rep brokers in the market.



ADVERTISEMENTS

LOS ANGELES BUSINESS JOURNAL

CRAIN'S CHICAGO BUSINESS

CRAIN'S DETROIT BUSINESS

WASHINGTON BUSINESS JOURNAL Quarterly advertisements in the Los Angeles
Business Journal, Crain's Chicago Business, Crain's
Detroit Business, and Washington Business Journal
(Washington D.C.). Advertisements to include print
publications and daily newsletters.



Los Angeles Business Journal

luarter	Special Report	Issue Date	Size	Price
Quarter 1	Real Estate Quarterly	January 20th	Half page	\$4,755
Quarter 2	Industrial Real Estate	June 16th	Half page & front cover banner	\$7,255
Quarter 3	Real Estate Quarterly	July 28th	Half page	\$4,755
Quarter 4	Infrastructure (This issue contains a list: largest construction projects, largest infrastructure construction projects)	October 13th	Half page	\$4,755
DIGITAL		BETT TO		43114
Frequency	Newsletter	Subscribers	Size	Price
Every other month	Daily morning newsletter		970x250	\$700 each

TOTAL: \$25,720

Editorial Calendar

Media Kit



CRAIN'S CHICAGO BUSINESS

PRINT				
Quarter	Special Report	Issue Date	Size	Price
Quarter 1	Largest Wealth Management Firms	March 3rd	Quarter page	\$5,050
Quarter 2	Highest Paid CEO's in the Chicago Area	May 5th	Quarter page	\$5,050
Quarter 3	Largest Private Equity Firms; Notable M&A Dealmakers	August 18th	Quarter page	\$5,050
Quarter 4	The Book	December 15th	Quarter page	\$5,050
DIGITAL			State of the Land	
Frequency	Newsletter	Subscribers	Size	Price
Quarterly	Daily morning newsletter	81,000		\$9,800

TOTAL: \$59,400

Editorial Calendar & Media Kit



CRAIN'S DETROIT BUSINESS

PRINT		The Royal Co.		
Quarter	Special Report	Issue Date	Size	Price
Quarter 1	CBD 40th Anniversary	February 10th	Half page	\$6,608
Quarter 2	Largest Publicly Traded Companies in Detroit & Michigan	April 21st	1/3 page	\$5,035
Quarter 3	Fast 50: The Fastest Growing Companies in Detroit Area	August 18th	Half page	\$6,608
Quarter 4	Largest Venture Capital Firms in Michigan	November 3rd	1/3 page	\$5,035
DIGITAL				
Frequency	Newsletter	Subscribers	Size	Price
Every other month	Daily morning newsletter	27,000		\$2,300

TOTAL: \$37,086

Editorial Calendar & Media Kit



WASHINGTON **BUSINESS JOURNAL**

PRINT				
Quarter	Special Report	Issue Date	Size	Price
Quarter 1	Transportation Projects; Largest SBA Loan Recipients	February 28th	Half page	\$3,138
Quarter 2	General Contractors; Commercial Real Estate Developers	May 30th	Half page	\$3,138
Quarter 3	Commercial RE Brokerages; Tenant Rep Firms; Commercial RE Extra	September 12th	Half page	\$3,138
Quarter 4	Book of Lists	December 26th	Half page	\$3,138
DIGITAL				
Frequency	Newsletter	Subscribers	Size	Price
Every other month	Daily morning newsletter	42,724	970x250	\$3,933

TOTAL: \$36,150

Editorial Calendar

Media Kit



ADVERTISEMENTS TIMELINE

	QUARTER 1			QUARTER 2			QUARTER 3		QUARTER 4	
	JAN FEB	MAR	APR	MAY	JUN	JUL	AUG SEF	OCT	NOV	DEC
Los Angeles	Real Estate Quarterly				Industrial Real Estate	Real Estate Quarterly		Infrastructure		
Chicago		Largest Wealth Management Firms		Highest Paid CEO's in the Chicago Area			Largest Private Equity Firms; Notable M&A Dealmakers			The Book
Detroit	CBD 40th Anniversary		Largest Publicly Traded Companies in Detroit & MI				Fast 50: The Fastest Growing Companies in Detroit Area		Largest Venture Capital Firms in Michigan	
Washington D.C.	Transportation Projects; Largest SBA Loan Recipients			General Contractors; Commercial Real Estate Developers			Commerc Leasing E T. Rep Fi Comme Real Es Extra	Brkgs; rms; rcial tate		Book of Lists

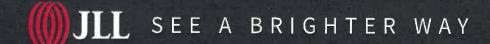


MARKETING BUDGET

Project detail		Est. Client cost
Email campaign design	Design, programming and distribution	\$0
Videos	Design and distribution of property video (does not include drone capture)	\$0
Advertisement	Print and digital	\$158,356
Marketing Center	Buildout of marketing center interior	\$5,000+
Tour gifts	Design and print of prospect tour gifts	\$5,000+
Broker events	Broker launch event	\$10,000+
Total -		\$178,356







PURCHASE ORDER CITY OF NOBLESVILLE

16 SOUTH 10TH STREET STE 270

Form 98 (Rev. 1998)

PAGE: 1

INDIANA RETAIL TAX EXEMPT **CERTIFICATE NO. 0031216070010**

FEDERAL EXCISE TAX EXEMPT

356001141

NOBLESVILLE IN 46060 PHONE: 317-776-6328 FAX: 317-776-6369

PURCHASE ORDER NO. 250081

THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE.

SHIP TO:

TO

VENDOR # 364 JONES LANG LASALLE 8900 KEYSTONE CROSSING **STE 1150 INDIANAPOLIS IN 46240**

ATTN:

DATE 02/06/2025		PARTMENT ECO DEVO/I	PGMS&PROJ	SHIP TO ARRIVE	ВY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTI	ION	PROJECT#	UNIT PRICE	AMOUNT
101016310.100	1.0		MARKETING/EMAIL CAMPA	IGNS, ADS, ETC	016.2110	178356.00	178356.00

- SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

SHIP VIA

TOTAL

178356.00

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

CONTROLLER

Funding Verification/Encumbrance Request Form Date to be submitted to BoW / Park Board: 02/25/2025 (put N/A if not submitting to BoW/Park Board) Vendor name: Jones Lang LaSalle (JLL) 364 Vendor Address: 8900 Keystone Crossing, Indianapolis, IN 46240 Brief description of purchase: Marketing/Email Campaigns, Ads, Etc. for Innovation Mile Source of Funding: Fund# 101 Department # Current Year Operational Budget 016 Subsequent Year Operational Budget 1 Project # (NA if no project #) 016.2110 Loan or debt proceeds Non-Appropriated Fund Expense Object # Amount Funding not yet finalized (attach explanation) 2: #1 310,100 \$ 178,356.00 1) Note: This option may only be selected AFTER the adoption of the #2 subsequent year budget. OFA will create a PO after the start of the next year. #3 If contract details change in between form submission and the start of the year, contact OFA Staff. #4 2) This option may only be selected in unusual circumstances. An additional

#5

Are you requ	esting that a Purchase Order (Pi	O) be created for this expenditure?		
✓ Yes ☐ No		cts that will <u>not</u> be paid immediately s to initiate payment immediately		
	ent certifies that sufficient appro uture payment.	priation authority exists in the stated fund and	expense series to obligate	? th
Departmen	t Dijector			
\mathcal{A}	VII-X	Andrew Murray	2/5/25	
(Signature)	. ()	(Printed Name)	(Date)	
Please email	completed form to OFAbudget@	noblesville.in.us.		

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

FVF will need to be submitted to OFA once funding source has been

determined. OFA will not create a PO until this follow-up form has been

OFA Action Taken Purchase O		PO # (if applicable): <u>25008</u>
Reviewed A	wailability of funds (Contract/Purchase of A Signature Caitlin Kenner	f over \$50k or paid with debt proceeds only)
OF	A Signature Cuttur / Yeartor	
No Action	Taken (Department should still include this	form in purchase/contract approval submission)
No Action	Taken (Department should still include this	form in purchase/contract approval submission)
	Taken (Department should still include this Date: 02/06/25	farm in purchase/contract approval submission)

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Jones Lang La Salle Ame	rusas, Tak
By (Written Signature):	
(Printed Name): Steve A. Schwegman	Manage of the Control
(Title): Executive Managing D	inter
Important - Notary Signature and Seal Required in the Space	<u>Below</u>
STATE OF Indiana SS:	Gail O Moore Notary Public Seal State of Indiana Nendricke County Commission Number NP0638759 My Commission Expires 3/5/2033
Subscribed and sworn to before me this 17+h day o	1
My commission expires: 3/5/2033 (Signed)	Hail D. Moore
a. Residing in <u>Hendricks</u> Cour	nty, State of Indiana

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.										
	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)									
	Jones Lang Lasalle Americas Inc.									
	2 Business name/disregarded entity name, if different from above.									
Print or type. See Specific Instructions on page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered only one of the following seven boxes. ☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check box for the tax classification of its owner. ☐ Other (see instructions) 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax and you are providing this form to a partnership, trust, or estate in which you have an ownership this box If you have any foreign partners, owners, or beneficiaries. See instructions 5 Address (number, street, and apt. or suite no.). See instructions. 200 East Randolph St, Floor 4300	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E (Applies to accounts maintained outside the United States.) and address (optional)								
	6 City, state, and ZIP code									
	Chicago IL, 60601 7 List account number(s) here (optional)									
	List account number(s) here (optional)									
Par	Taxpayer Identification Number (TIN)		_							
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	اماما	Soc	cial se	curity	number				
backu	p withholding. For individuals, this is generally your social security number (SSN). However, f	ora			7	T	7	\top		
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other				-		-			
entitie	s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	t a	or							
			Em	ploye	r identi	fication	numb	er		
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and						1.1_				
Numb	er To Give the Requester for guidelines on whose number to enter.		3	6	- 4	1 5	0	4 2	2	
Pari	III Certification									
	penalties of perjury, I certify that:									
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	er to	be is:	sued t	o me); a	and			
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and										
3. I an	3. I am a U.S. citizen or other U.S. person (defined below); and									
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.										
becaus acquis	cation instructions. You must cross out item 2 above if you have been notified by the IRS that y se you have failed to report all interest and dividends on your tax return. For real estate transaction ition or abandonment of secured property, cancellation of debt, contributions to an individual reting the provide your state of the certification, but you must provide you have the provide your must provid	ons, item irement a	2 do	oes no ngeme	ot appl ent (IR/	y. For m	ortga gener	ge inter	est paid, ments	
Sign Here	Signature of U.S. person Surges	ate (01/	13/2	2025					
0	Now line 2h has h		لم ام ما			A 61		- L		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Form W-9 (Rev. 3-2024)

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
 - 2. Certify that you are not subject to backup withholding; or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
- 4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
- 5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester;
- You do not certify your TIN when required (see the instructions for Part II for details);
 - The IRS tells the requester that you furnished an incorrect TIN;
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
- 5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Form W-9 (Rev. 3-2024)

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- Disregarded entity. In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n)	THEN check the box for					
Corporation	Corporation.					
Individual or	Individual/sole proprietor.					
Sole proprietorship						
 LLC classified as a partnership for U.S. federal tax purposes or 	Limited liability company and enter the appropriate tax					
 LLC that has filed Form 8832 or 	classification:					
2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.					
Partnership	Partnership.					
Trust/estate	Trust/estate.					

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

Form W-9 (Rev. 3-2024)

- 2-The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5-A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8-A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10-A common trust fund operated by a bank under section 584(a).
- 11-A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for					
Interest and dividend payments	All exempt payees except for 7.					
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.					
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.					
 Payments over \$600 required to be reported and direct sales over \$5,000¹ 	Generally, exempt payees 1 through 5.2					
Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.					

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
 - B-The United States or any of its agencies or instrumentalities.
- C-A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
 - G-A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
 - I-A common trust fund as defined in section 584(a).
 - J-A bank as defined in section 581.
 - K-A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M-A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S.* status for purposes of chapter 3 and chapter 4 withholding, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code. earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

triidtitaliio dila italiigoi	To divo the Hodaester				
For this type of account:	Give name and SSN of:				
1. Individual	The individual				
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹				
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account				
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²				
a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹				
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹				
Sole proprietorship or disregarded entity owned by an individual	The owner ³				
 Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** 	The grantor*				

For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
 Association, club, religious, charitable, educational, or other tax-exempt organization 	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

²Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed

If SU	IBROGATION IS WAIVED, subject certificate does not confer rights t	to t	he te	rms and conditions of the	ne polic	cy, certain po	olicies may	require an endorseme	nt. As	tatement on		
PRODUCER					CONTACT							
MARSH USA, LLC. 1166 Avenue of the Americas					NAME: PHONE							
	New York, NY 10036				E-MAIL ADDRE	ss:		(A/C, No	:			
					INSURER(S) AFFORDING COVERAGE NAICE							
CN1028	41098-Corp-GAU-24-25				INSURE		11551					
INSURED	Jones Lang LaSalle Americas, Inc.				INSURE	RB: Endurance	American Insura	ance Company		10641		
	c/o Risk Management				INSURE	RC: N/A		N/A				
	200 East Randolph Drive Chicago, IL 60601				INSURE		26247					
					INSURE							
					INSURER F:							
	RAGES CER IS TO CERTIFY THAT THE POLICIES			NUMBER:	NYC-	012206116-04		REVISION NUMBER:	10			
CERT	ATED. NOTWITHSTANDING ANY RE TRICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	QUII PER POLI	REME TAIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESP	OT TO	WHICH THE		
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	LIMITS				
A X	COMMERCIAL GENERAL LIABILITY	Х	X	GGP30000018904 EXC30073135900		11/15/2024 11/15/2024	11/15/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,000		
-	CLAIMS-MADE X OCCUR			LX030073700900		11/13/2024	11/15/2025	PREMISES (Ea occurrence)	\$	1,000,000		
-								MED EXP (Any one person)	\$	10,000		
G	:N'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$	2,000,000		
Ģ.	POLICY PRO- X LOC							GENERAL AGGREGATE	\$	3,000,000		
	OTHER:							PRODUCTS - COMP/OP AGG GL Buffer	\$	3,000,000 \$1M/\$2M		
AU	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s	ψ1101/ψ2101		
1	ANY AUTO							BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident	s			
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$			
								1. S. Booldon	\$			
DX	UMBRELLA LIAB X OCCUR			AUC 5944289-16		11/15/2024	11/15/2025	EACH OCCURRENCE	\$	2,000,000		
	EXCESS LIAB CLAIMS-MADE							\$	2,000,000			
we	DED RETENTION \$		_						\$			
ANI	RKERS COMPENSATION D EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER				
OFF	PROPRIETOR/PARTNER/EXECUTIVE N	N/A						E.L. EACH ACCIDENT	\$			
(Ma	Indatory in NH) Ses, describe under SERIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYE	\$			
DÉS	SCRIPTION OF OPERATIONS below	-	-					E.L. DISEASE - POLICY LIMIT	\$			
DESCRIP	TION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	ACORD	101. Additional Remarks Schedul	e. may be	attached if more	snace is require	od)				
Additional Insured (Liability) ATIMA, where required by written contract: KATC Property LLC, as owner; Jones Lange LaSalle Americas, Inc. (JLL) as managing agent and City of Noblesville Attn: Chuck Haberman 16 S. 10th Street Noblesville, IN 46060. Waiver of subrogation is applicable where required by written contract.												
CERTII	FICATE HOLDER				CANO	ELLATION						
	KATC Property LLC c/o JLL 9100 Keystone Crossing, Suite 150 Indianapolis, IN 46240				SHO THE	ULD ANY OF T	DATE THE	ESCRIBED POLICIES BE O REOF, NOTICE WILL Y PROVISIONS.	ANCELL BE DEI	.ED BEFORE LIVERED IN		

© 1988-2016 ACORD CORPORATION. All rights reserved.

Marsh USA LLC