

TEMPORARY ACCESS EASEMENT AGREEMENT

This Temporary Access Easement Agreement (this “**Agreement**”), executed by and between Sir Double Creek, LLC, a Delaware limited liability company (“**Grantor**”), and SCP BCG Drinkard Holdings LLC, an Indiana limited liability company (“**Grantee**”), this ____ day of _____, 2026 (the “**Effective Date**”), Witnesses:

Recitals

WHEREAS, Grantor is the fee simple owner of that certain real property located in Plainfield, Hendricks County, Indiana with Parcel No. 32-09-20-276-001.000-027 (the “**Grantor Parcel**”);

WHEREAS, Grantee is the fee simple owner of that certain real property located in Plainfield, Hendricks County, Indiana with Parcel No. 32-09-20-200-029.000-027 (the “**Grantee Parcel**”);

WHEREAS, Grantor desires to grant to Grantee the temporary access easement described herein; and

WHEREAS, Grantor and Grantee desire to enter into this Agreement;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereby agree as follows:

1. Easement.

(a) Access. Grantor hereby grants to Grantee and its agents, employees, tenants, customers, licensees, and invitees, as well as public emergency service providers, a temporary, non-exclusive easement of access, ingress, and egress to and from the Grantor Parcel upon, over, and across that portion of the Grantor Parcel depicted on Exhibit A and described on Exhibit B, each attached hereto and incorporated herein by reference (the “**Easement Area**”), for the purpose of emergency vehicle and personnel (including, but not limited to, fire, police, medical, and rescue vehicles and personnel) ingress and egress and for no other purposes whatsoever (collectively, the “**Easement**”).

(c) Enforcement. Grantor, subject to the approval of the Town of Plainfield, may seek to prevent members of the general public from using or accessing the Easement Area and the Grantor Parcel for ingress and egress to and from the Grantee Parcel, by installing a security gate in the Easement Area at Grantee’s cost and expense; provided that any such security gate shall not impede the rights of Grantee and public emergency service providers granted herein, including the right to utilize the Easement Area as provided herein. To the extent any security gate is installed by Grantor, Grantor shall be responsible for the cost and expense of any monetary penalties or changes to access required by the applicable emergency personnel.

2. Termination. Grantee's use of the Easement shall automatically expire and terminate upon the last to occur of the: (a) completion of a public roadway running east-west along the border between the Grantor Parcel and the Grantee Parcel (the "**Public Roadway**"); (b) dedication of the portion of the Public Roadway lying on the Grantee Parcel by Grantee to the Town of Plainfield; and (c) written consent to vacate and terminate the Easement from the Town of Plainfield.

3. Consideration. As consideration for the Easement, Grantee shall pay to Grantor the sum of \$75,000.00 (the "**Easement Price**"). The Easement Price shall be paid in full to Grantor at the closing of the Project's construction financing. Payment of the Easement Price shall constitute full and complete compensation for the easement rights granted herein.

4. Right of First Offer. Solely upon and subject to the terms and conditions set forth in this Section, Grantee hereby grants to Grantor, during the term of this Agreement, a one-time right of first offer to partner with Grantee as an equity investor of the 216-unit multi-family apartment project Grantee is developing on the southern portion of the Grantee Parcel (the "**Project**"). The right of first offer granted to Grantor pursuant to this Section is referred to herein as the "**Right of First Offer**". Only in the event that Grantee solicits a request for equity investment in the Project, Grantee shall notify Grantor in writing (the "**Grantee ROFO Notice**") that Grantee is raising equity for the Project and the proposed terms and return to be provided for such equity investment. Within five (5) days of the date of the Grantee ROFO Notice, Grantor shall provide Grantee with written notice that: (a) Grantee accepts the terms included within the Grantee ROFO Notice; and (b) provides the specific amount of Grantor's maximum equity investment in the Project (the "**Grantor ROFO Response**"). If Grantor has failed to provide the Grantor ROFO Response within five (5) days of the Grantee ROFO Notice, Grantor shall have been deemed to have rejected the opportunity to invest equity in the Project, the Right of First Offer shall be deemed to have been satisfied, Grantor shall not be required to provide a Grantee ROFO Notice for any further equity raises for the Project, and Grantor shall thereafter be free to partner with any other person or entity. Notwithstanding anything to the contrary in this Section, Grantor shall not have the right to exercise the Right of First Offer if, at the time Grantee commences raising equity investment for the Project, Grantor is in default of this Agreement. If Grantor timely exercises the Right of First Offer in accordance with this Section, the parties shall thereafter diligently work to enter into a written agreement that reflects the terms and conditions identified in the Grantee ROFO Notice, and which shall contain such other terms and conditions as Grantee and Grantor reasonably deem to be necessary or appropriate, which agreement shall be in form and substance reasonably satisfactory to Grantee and Grantor.

5. Compliance with Laws. Grantee shall comply with all applicable laws, statutes, ordinances, regulations, and orders of any court or governmental authority in the exercise of its rights, or performance of its obligations, under this Agreement.

6. Binding Effect. The respective obligations imposed, and rights granted, pursuant to this Agreement shall run with the Grantee Parcel and the Grantor Parcel. Accordingly, this Agreement shall bind, and inure to the benefit of: (a) Grantee, its successors, and assigns, as the fee simple owner of the Grantee Parcel; and (b) Grantor, its successors, and assigns, as the fee simple owner of the Grantor Parcel.

7. Remedies. The parties shall have all rights at law or in equity to enforce the terms and conditions of this Agreement, including, without limitation specific performance and injunction. In the event that enforcement of this Agreement is sought through litigation, the prevailing party in

such litigation shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and court costs incurred in prosecuting the action and appeal thereof.

8. Authority. Each of the persons executing this Agreement on behalf of Grantee and Grantor represents and certifies that: (a) he or she is empowered and authorized by all necessary action of Grantee and Grantor, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by, and this Agreement is the legal, valid, and binding obligation of, Grantee and Grantor, respectively.

9. Miscellaneous. All exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference. The terms and conditions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. The section headings shall not be considered in any way to affect the interpretation of this Agreement. No agreement to modify or amend this Agreement shall be binding and enforceable, unless all terms and conditions of the modification or amendment are set forth in writing and signed by the party against whom enforcement is sought. This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Temporary Access Easement Agreement as of the Effective Date.

GRANTOR:

SIR DOUBLE CREEK, LLC,
a Delaware limited liability company

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of Sir Double Creek, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Temporary Access Easement Agreement on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2026.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, _____.

My commission expires _____.

GRANTEE:

SCP BCG DRINKARD HOLDINGS LLC,
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of SCP BCG Holdings LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Temporary Access Easement Agreement on behalf of such entity.

WITNESS my hand and Notarial Seal this ___ day of _____, 2026.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, _____.

My commission expires _____.

Return after recording to:

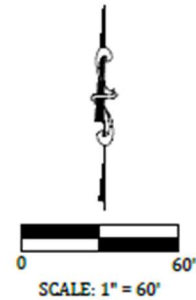
This instrument was prepared by Haley L. Soshnick, Esq., Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, Indiana 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Haley L. Soshnick

EXHIBIT A

Easement Area Depiction

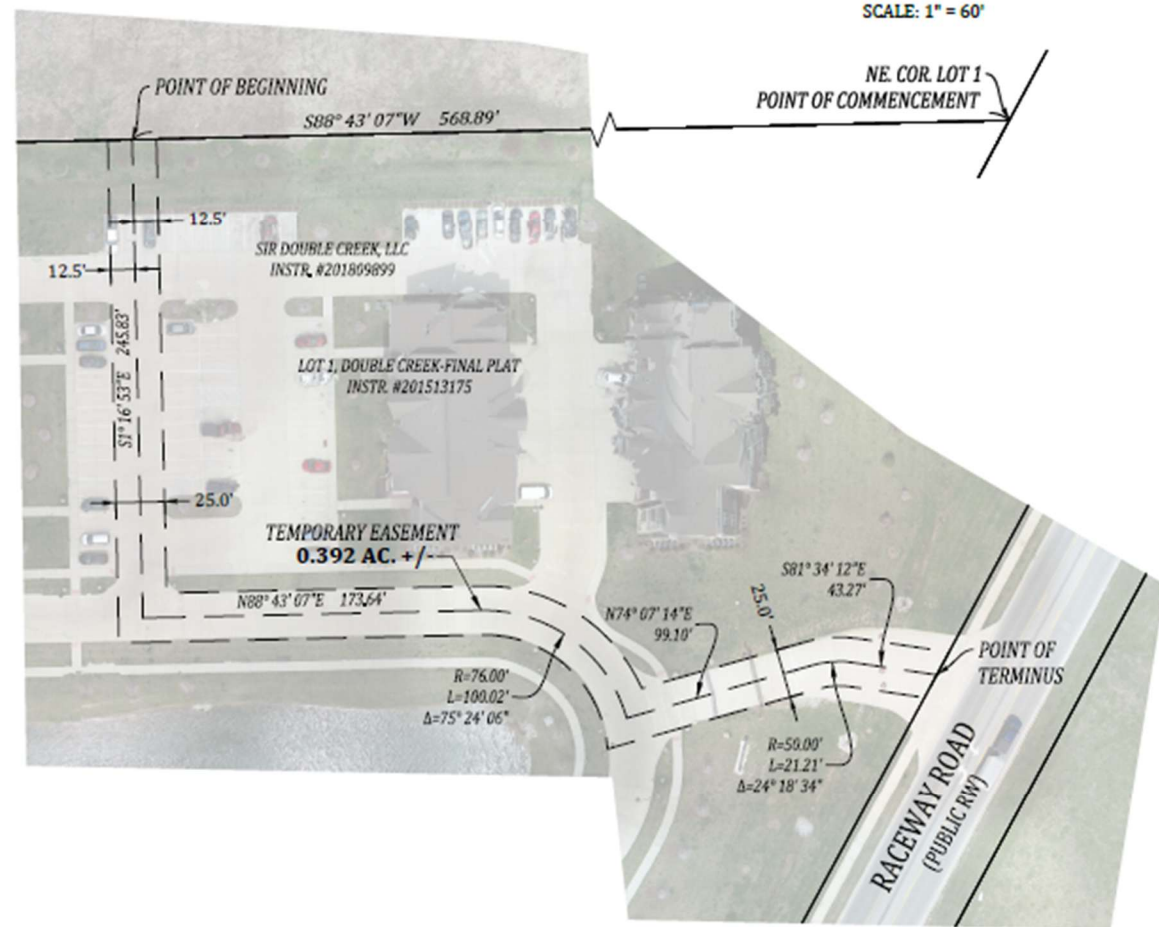


EXHIBIT "A"



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TEMPORARY EASEMENT
PREPARED FOR: BROWN CAPITAL GROUP
PART OF SEC. 20, T15N, R2E
HENDRICKS COUNTY, INDIANA

E-MAIL: Banning@BanningEngineering.com WEB: www.BanningEngineering.com

This drawing is not intended to be
represented as a retracement or original
boundary survey, a route survey or a
surveyor location report.

PAGE 1 OF 2

JOB # 21233
DATE: 12/22/2025
DRAFTED: DM
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EXHIBIT B

Easement Area Description



EXHIBIT "A"

Owner:
Sir Double Creek, LLC
Instrument Number 201809899

0.392 Acre +/- Temporary Easement

A twenty five (25.00) foot strip of land in the Northeast Quarter of Section 20, Township 15 North, Range 2 East of the Second Principal Meridian also being a part of the Lot 1 of Double Creek plat thereof recorded as Instrument Number 201513175 in the Office of the Recorder of Hendricks County, Indiana, being 12.5 feet of even width lying on each side of the following described centerline:

Commencing at the northeast corner of said Lot 1; thence South 88 degrees 43 minutes 07 seconds West along the north line of said Lot 1 a distance of 568.89 feet to the POINT OF BEGINNING; thence South 01 degree 16 minutes 53 seconds East 245.83 feet; thence North 88 degrees 43 minutes 07 seconds East 173.64 feet to the beginning of a tangent curve to the right having a radius of 76.00 feet, subtended by a long chord having a bearing of South 53 degrees 34 minutes 50 seconds East and a length of 92.95 feet, with a central angle of 75 degrees 24 minutes 06 seconds; thence southeasterly along the arc of said curve 100.02 feet; thence North 74 degrees 07 minutes 14 seconds East 99.10 feet to the beginning of a tangent curve to the right having a radius of 50.00 feet, subtended by a long chord having a bearing of North 86 degrees 16 minutes 31 seconds East and a length of 21.06 feet, with a central angle of 24 degrees 18 minutes 34 seconds; thence easterly along the arc of said curve 21.21 feet; thence South 81 degrees 34 minutes 12 seconds East 43.27 feet to the POINT OF TERMINUS, containing in all 0.392 acres more or less.

The lines of the above described easement shall be extended or shortened to begin on the north line of said Lot 1 and terminate on the east line of said Lot 1.

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JOB # 21233
DATE: 12/22/2025
DRAFTED: DM
CHECKED: CH

TEMPORARY EASEMENT
PREPARED FOR: BROWN CAPITAL GROUP
PART OF SEC. 20, T15N, R2E
HENDRICKS COUNTY, INDIANA

E-MAIL: Banning@BanningEngineering.com WEB: www.BanningEngineering.com

This drawing is not intended to be
represented as a retracement or original
boundary survey, a route survey or a
surveyor location report.

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