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 27th day of October, 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 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 ingress and egress of emergency vehicles and personnel (including, but not limited to, fire, police, medical, and rescue vehicles and personnel) to and from the Grantee Parcel and for no other purposes whatsoever (collectively, the "**Easement**").

(b) 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. Grantee shall, at its sole cost and expense, install and thereafter maintain in good condition and repair: (1) a security gate in the Easement Area at the boundary between Grantor Parcel and Grantee Parcel (the "**Security Gate**"), and (2) paving of the unpaved portion of the Easement Area up to the Security Gate (the "**Paved Accessway**"); provided that: (i) the Security Gate and Paved Accessway shall be reasonably similar in design, materials, and appearance to any existing or connected fencing or paving on the Grantor Parcel or Grantee Parcel, (ii) the Security Gate and Paved Accessway shall be subject to Grantor's prior written approval, not to be unreasonably withheld, conditioned, or delayed, including, without limitation, as to the location thereof and (iii) the Security Gate

shall include a Knox Box, key switch, radio-controlled opener, or other mechanism reasonably satisfactory to the applicable fire and emergency authorities so as to permit emergency vehicle access at all times. Grantee agrees that, in exercising its rights under this Agreement, Grantee shall not unreasonably interrupt or interfere with the activities of Grantor's tenants, employees or invitees. Grantor shall not unreasonably impede the rights of Grantee and public emergency service providers granted herein, including the right to utilize the Easement Area as provided herein.

(c) Installation. Prior to the commencement of construction of the Security Gate and Paved Accessway, Grantee shall obtain, at Grantee's sole expense, any necessary permits and other authorizations necessary for construction of the gate. Grantee shall at all times comply with all present and future laws, rules, requirements, orders, directives, ordinances and regulations of any and all governmental bodies, agencies, and authorities having jurisdiction over Grantor Parcel and Grantee Parcel, including any state and federal requirements. Grantee shall give Grantor thirty (30) days prior to written notice of the date construction of the Security Gate and Paved Accessway will commence and provide Grantor with evidence that it maintains a policy of general liability insurance, which insures Grantee and its officers, directors, employees, agents, contractors, and subcontractors with liability insurance as required pursuant to Section 6 below. Grantee shall be responsible, at its sole cost and expense, for completing any changes to the Security Gate, the Paved Accessway and/or the Easement Area required by the Town of Plainfield or any other governmental or emergency authority, including any related fines or penalties. Upon completion of the Security Gate and Paved Accessway, Grantee shall, at its sole expense, restore Grantor Parcel (except for the Security Gate and Paved Accessway) to the condition in which it existed prior to Grantee's commencement of construction, including, but not limited to, repairing and restoring all grass and sod on Grantor's Property that are affected by the construction.

(d) Restoration. Upon the expiration or earlier termination of this Agreement pursuant to the terms hereof, Grantee shall promptly, at its sole cost and expense, restore the Paved Accessway to substantially the same condition as existed prior to the Effective Date, including, without limitation: (i) removal of all asphalt, concrete, sub-base materials, curbs, and related hardscape improvements installed by or on behalf of Grantee in the Access Area, (ii) backfilling of the excavated area with clean topsoil and grading even with the surrounding area, and (iii) installation of premium, commercial-grade turf sod that matches the variety and quality of the surrounding lawn. All restoration work shall be performed in a good and workmanlike manner.

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue for ten (10) years (the "**Term**"). If completion of the roadway running east-west along the border between the Grantor Parcel and the Grantee Parcel (the "**Roadway**") has not occurred on or before the expiration of the Term, Grantee shall have the right to renew this Agreement for successive additional one (1) year terms (each, an "Annual Renewal Term") until the Roadway is complete by delivering written notice to Grantor no less than sixty (60) days prior to the expiration of the then-current term and paying to Grantor an annual renewal payment of $20,000.00 for the first Annual Renewal Term, which amount shall increase by two percent (2%) for each successive Annual Renewal Term.

3. Consideration. As consideration for the Easement, Grantee shall pay to Grantor the sum of $180,000.00 (the "**Easement Price**"). The Easement Price shall be paid in full to Grantor at the closing of the Project's construction financing, but in no event later than the date that is one hundred and fifty (150) days after the Effective Date (the "**Outside Payment Date**"), regardless of whether the Project's construction financing has closed by such date. If the Easement Price is not paid in full by the Outside Payment Date, Grantor may, in addition to any other rights and remedies available to Grantor at law or in equity, terminate this Agreement upon written notice to Grantee. Payment of the Easement Price and Renewal Price (as applicable) shall constitute full and complete compensation for the granting of easement rights granted herein.

4. Right of First Refusal. 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 (including any Renewal Term), a one-time right of first refusal 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 refusal granted to Grantor pursuant to this Section is referred to herein as the "**Right of First Refusal**". In the event that Grantee desires to accept a bona fide offer for equity investment in the Project, Grantee shall notify Grantor in writing (the "**Grantee ROFR Notice**"), which notice shall include a copy of the term sheet containing the material proposed terms and return to be provided for such equity investment. Grantee shall have the right to invest in the Project on substantially the same terms and conditions set forth in the Grantee Offer Notice, by delivering written notice to Grantee within ten (10) business days of the date of the Grantee ROFR Notice, which notice shall provide the specific amount of Grantor's maximum equity investment in the Project (the "**Grantor ROFR Response**"). If Grantor has failed to provide the Grantor ROFR Response within ten (10) business days of the Grantee ROFR Notice, Grantor shall have been deemed to have rejected the opportunity to invest equity in the Project, the Right of First Refusal shall be deemed to have been satisfied, Grantee shall not be required to provide a Grantee ROFR Notice for any further equity raises for the Project, and Grantee 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 Refusal if, at the time Grantee commences raising equity investment for the Project, Grantor is in default of this Agreement and such default has not been cured or diligently pursued by Grantor within fifteen (15) days of Grantee's delivery of written notice of such default to Grantor in accordance with Section 10 below. If Grantor timely exercises the Right of First Refusal in accordance with this Section, the parties shall thereafter diligently work in good faith to enter into a written agreement that reflects the terms and conditions identified in the Grantee ROFR 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. Indemnification. Grantee, its successors and assigns, shall be solely responsible for, and shall indemnify, defend and hold harmless Grantor, its successors and assigns, and their respective officers, directors, partners, members, shareholders, managers, employees and agents from and against any and all claims, liabilities, damages, costs (including attorneys' fees) and judgments (collectively, "**Claims**") for personal injury (including death) or property damage or both, arising from the use or condition of the Security Gate, the Paved Accessway, and/or Easement Area, except for those Claims arising out of use of the Easement by Grantee, any emergency service providers, or any of Grantee's officers, directors, partners, members, shareholders, managers, employees or agents. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

6. Insurance. Grantee and its contractor(s) shall furnish Grantor with appropriate certificates of insurance coverage effective during the period of time construction in the Easement Area is ongoing and/or during the Term of this Agreement, for the following insurance policies written by insurers authorized to write insurance in the state of and rated A-VIII or better by AM Best:

a. Commercial general liability insurance in the amount of $1,000,000.00 per occurrence for bodily injury and property damage and $2,000,000.00 in the annual aggregate on a form as broad as the ISO CG 00 01 occurrence based form.
b. "All-Risk" property insurance on a replacement cost basis insuring its respective property with no coinsurance requirement.
c. Commercial automobile liability insurance with limits not less than $1,000,000 combined single limit.
d. Umbrella/excess liability insurance that is not more restrictive than the underlying coverages required in (a) and (c).

Grantee and its contractor's liability insurance shall be primary and non-contributory to any insurance or self-insurance maintained by Grantor. Such insurance shall include Grantor and its affiliates as an additional insured with a waiver of subrogation in favor thereof.

7. Liens. Grantor shall keep Grantor Parcel free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Grantee or Grantee's agents ("**Liens**"). If any such lien shall at any time be threatened or filed, Grantee shall cause the same to be discharged within ten (10) days after knowledge by Grantee thereof by satisfying the same. Failure by Grantee to discharge such lien within the said 10-day period shall be a material breach of this Agreement and shall entitle Grantor, at its option and in addition to any other remedy Grantor may have at law, in equity or by contract, immediately to declare this Agreement to be terminated. Grantee, its successors and assigns, shall be solely responsible for, and shall indemnify, defend and hold harmless Grantor, its successors and assigns, and their respective officers, directors, partners, members, shareholders, managers, employees and agents from and against any and all Liens. The provisions of this Section 7 shall survive expiration or termination of this Agreement.

8. Maintenance and Repair. Grantee shall bear full and complete responsibility, at its sole expense, for the construction, maintenance, repair, use and operation of the Security Gate and Paved Accessway. The Security Gate and Paved Accessway shall be maintained and kept in good repair by Grantee in an attractive condition suitable for their intended purpose. Grantee shall, at its sole cost and expense, promptly repair any damage to the Grantor Parcel, the Security Gate, the Paved Accessway or the Easement Area caused by Grantee or its agents, contractors, or invitees, or by emergency vehicles or personnel utilizing the Easement, and shall restore the affected area to at least its condition immediately prior to such damage.

9. 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.

10. 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.

11. 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. Except in the case of an emergency or a default that poses an imminent threat to health, safety, or property, neither party shall exercise any remedy under this Agreement unless it has first given the other party written notice of the default and a period of fifteen (15) days (or such longer period as may be reasonably required to cure a default that cannot reasonably be cured within fifteen (15) days, provided the defaulting party commences a cure within such period and thereafter diligently pursues it) to cure such default. If Grantee fails to maintain, repair, or insure the Security Gate, Paved Accessway, Grantor Parcel or the Easement Area as required under this Agreement after notice and the expiration of the applicable cure period, Grantor may, but shall not be obligated to, perform such obligations on Grantee's behalf, and Grantee shall reimburse Grantor for the costs thereof within thirty (30) days after written demand. 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.

12. Notice. Except as otherwise provided herein, any notice required or permitted to be given hereunder shall be deemed to be given when hand delivered or emailed (provided that if notice is emailed, such notice is also sent by overnight express service), or one (1) business day after pick-up by overnight express service, in any case addressed to the parties at their respective addresses referenced below:

If to Grantor:
c/o Independence Realty Trust, Inc.
1835 Market Street, Suite 2601
Philadelphia, Pennsylvania 19103
Attn:
Email:

If to Grantee:
SCP BCG Drinkard Holdings LLC
6219 Guilford Avenue
Indianapolis, IN 46220

13. 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.

14. 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: Independence Realty Operating Partnership, LP, a Delaware limited partnership, its manager

By: Independence Realty Trust, Inc.,
a Maryland corporation, its general partner

By: _____

Printed: James Sebra

Title: President & CFO

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

Before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared James Sebra, President and Chief Financial Officer of Independence Realty Trust, Inc., a Maryland corporation, the general partner of Independence Realty Operating Partnership, LP, a Delaware limited partnership, the manager 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 27 day of Oct, 2026.

By: _____
Notary Public

Printed Name: Samantha Elizabeth Selecky

I am a resident of Philadelphia County, Pennsylvania.

My commission expires May 8, 2029.

Commonwealth of Pennsylvania - Notary Seal
Samantha Elizabeth Selecky, Notary Public
Philadelphia County
My Commission Expires May 8, 2029
Commission Number 1312764

GRANTEE:

SCP BCG DRINKARD HOLDINGS LLC,
an Indiana limited liability company

By: _____

Printed: Jason Brown

Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Jason Brown, the MANAGER of SCP BCG Drinkard 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 29th day of SEPTEMBER, 2026.

JOHN THOMAS MATHERS PETELIK
Notary Public - Seal
Boone County - State of Indiana
Commission Number NP0722413
My Commission Expires Sep 15, 2027

By: _____
Notary Public

Printed Name: John Petelik

I am a resident of BOONE County, INDIANA.

My commission expires 9/15/2027.

Return after recording to:

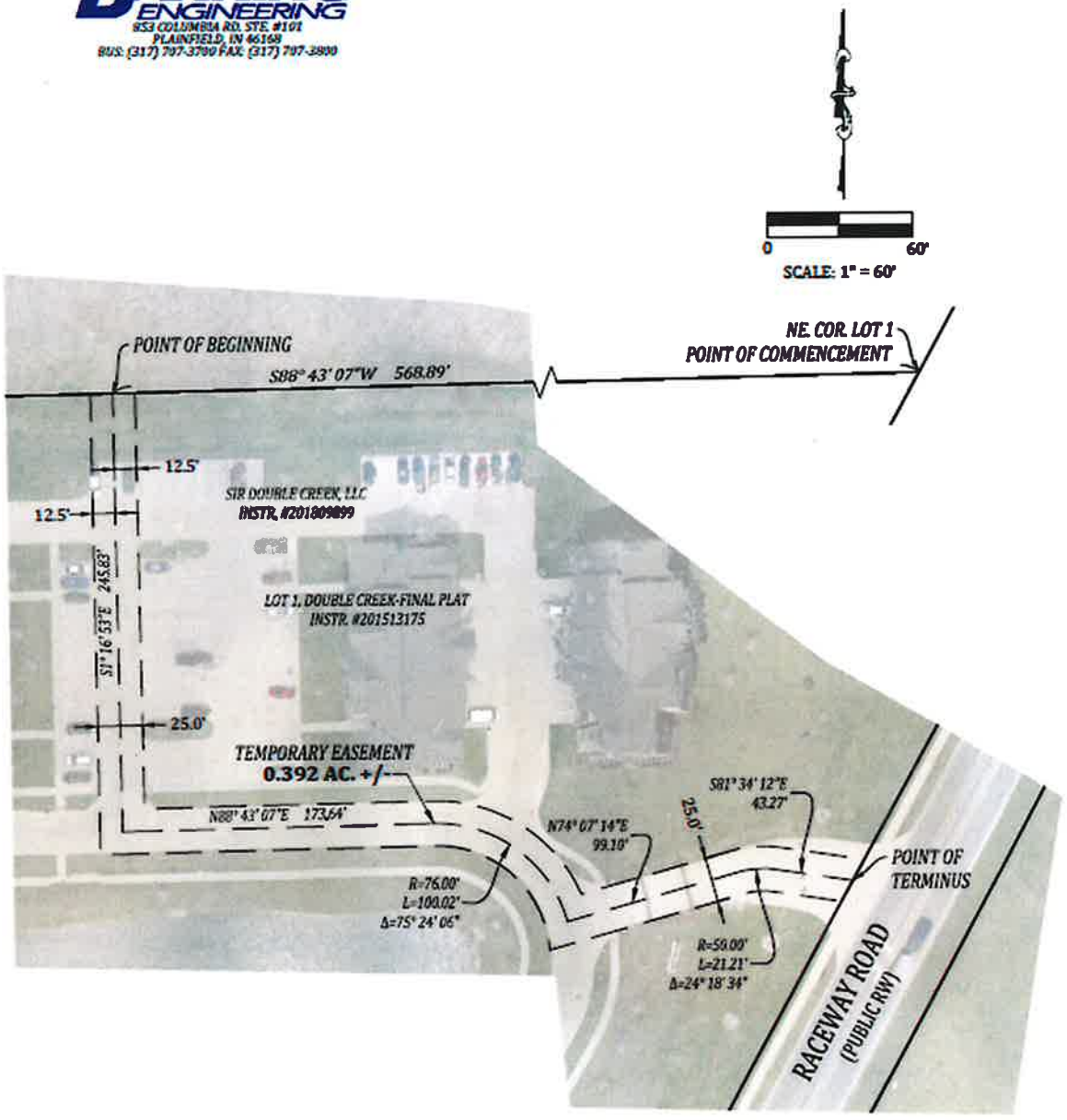
This instrument was prepared by Haley L. Soshnick, Esq., Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, Indiana 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.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

EXHIBIT A

Easement Area Depiction

BANNING ENGINEERING
853 COLUMBIA RD. STE. #101
PLAINFIELD, IN 46168
BUS: (317) 707-3799 FAX: (317) 707-3800

EXHIBIT "A"



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

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

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.

EXHIBIT B

Easement Area Description

BANNING ENGINEERING
853 COLUMBIA RD. STE. #101
PLAINFIELD, IN 46168
BUS. (317) 707-3700 FAX. (317) 707-3880

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.

P:\21233-H Survey\DWG\21233-H Acres Easement.dwg

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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.