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## Section 1: 8-K (HEATH FEAR APPOINTMENT 8-K)

# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 4, 2018 (September 29, 2018)**

## KITE REALTY GROUP TRUST

(Exact name of registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction  
of incorporation)

**1-32268**  
(Commission  
File Number)

**11-3715772**  
(IRS Employer  
Identification Number)

**30 S. Meridian Street**  
**Suite 1100**  
**Indianapolis, IN 46204**  
(Address of principal executive offices) (Zip Code)

**(317) 577-5600**  
(Registrant's telephone number, including area code)

**Not applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.



**Item 1.01 Entry into a Material Definitive Agreement.**

*Employment Agreement with Heath R. Fear*

On October 1, 2018, Kite Realty Group Trust (the “Company”) announced that Heath R. Fear was appointed as Executive Vice President and Chief Financial Officer of the Company, effective as of November 5, 2018. In connection with Mr. Fear’s appointment, the Company entered into an Executive Employment Agreement with Mr. Fear (the “Employment Agreement”), pursuant to which Mr. Fear will be employed, as of November 5, 2018, as Executive Vice President and Chief Financial Officer of the Company.

The Employment Agreement is effective as of November 5, 2018 and has an initial three-year term, with automatic one-year renewals each November 5<sup>th</sup> thereafter unless the Board of Directors of the Company (the “Board”) or Mr. Fear elects not to extend the term by providing the other party with 90 days’ written notice. Mr. Fear’s base salary will initially be \$450,000, which base salary may be increased but not decreased by the Board or the Compensation Committee of the Board (the “Committee”). In addition, Mr. Fear is entitled to participate in the Company’s annual cash incentive program: (i) for 2018, Mr. Fear will be eligible to receive a cash bonus equal to the pro-rated portion of his base salary he actually earns during 2018; (ii) for 2019, Mr. Fear will be eligible to receive a cash bonus equal to the greater of (A) 100% of his base salary or (B) his base salary, multiplied by the performance multiplier earned by the Company’s Chief Operating Officer and General Counsel; and (iii) thereafter during the term, Mr. Fear’s annual cash incentive target will be at least 100% of his base salary. Mr. Fear may participate in any group life, hospitalization, or disability insurance plans, health programs, pension and profit sharing plans, and similar benefits that the Company provides to its senior executives generally, and from the commencement of his employment through December 31, 2019, the Company will reimburse Mr. Fear for up to \$3,500 per month for housing and ordinary commuting expenses associated with working from the Company’s Indianapolis headquarters.

Mr. Fear is also entitled to participate in the Company’s 2013 Equity Incentive Plan (as amended from time to time, and any successor plan thereto, the “2013 Plan”) and subject to Board or Committee approval, to receive awards thereunder. Upon commencement of his employment, Mr. Fear will receive a \$1.5 million sign-on award under the 2013 Plan, in the form of restricted shares of the Company’s common stock or LTIP units with respect to the Company’s operating partnership at Mr. Fear’s election (the “sign-on award”). Subject to Mr. Fear’s continued employment on each vesting date, 18.75% of the sign-on award will vest on each of the first, second, third, and fourth anniversaries of Mr. Fear’s commencement of employment, and the remaining 25% will be eligible to vest on the fourth anniversary of the commencement of Mr. Fear’s employment if certain performance criteria, as set by the Committee, have been met. While target annual equity awards are set by the Committee, Mr. Fear’s target annual long term incentive award for 2019 will be \$680,000, with 40% allocated to time-based equity awards and 60% allocated to performance-based equity awards, with the specific terms to be set by the Committee.

If Mr. Fear is terminated by the Company without “cause” (including the Company’s election not to extend the term of the Employment Agreement) or resigns for “good reason” (each as defined in the Employment Agreement), subject to his execution and non-revocation of a waiver and release agreement in favor of the Company, he will be entitled to receive (i) a lump sum severance payment equal to two times the sum of his base salary and his “average bonus,” (ii) a lump sum payment equal to his pro rata target bonus for the year of termination, subject to the performance criteria having been met for that year unless termination occurs in the year of a “change in control” (as defined in the Employment Agreement), (iii) continued medical, prescription and dental benefits to Mr. Fear and/or his family for 18 months after his termination date, (iv) full vesting of his time-based equity awards, and (v) pro-rata vesting of his performance-based equity awards if the performance objectives are achieved at the end of the performance period, except that if the termination of employment occurs during an outstanding performance period in which a change in control occurred, there will be full vesting of his performance-based equity awards as of his termination date at the greater of (A) the target level on his termination date or (B) actual performance as of his termination date. For this purpose, Mr. Fear’s “average bonus” means (1) the average bonus actually paid to him for the three prior years, or (2) if he has not been employed for the prior three years, the average bonus actually paid for each full year employed, or (3) if he has not been employed for a full year, his target bonus for 2019.

Upon Mr. Fear’s termination of employment due to death or “disability” (as defined in the Employment Agreement), Mr. Fear (or, in the case of his death, his beneficiary or estate) will be entitled to receive (i) a lump sum payment equal to his pro rata target bonus for the year of termination, (ii) continued medical, prescription and dental benefits to Mr. Fear and/or his family for 18 months after his termination date, and (iii) full vesting of his outstanding equity awards, other than any performance-based equity award that specifically supersedes the vesting provision of the Employment Agreement.

The Employment Agreement contains (i) confidentiality and non-disparagement restrictions during the term and thereafter, (ii) non-competition restrictions during the term and for 12 months thereafter, and (iii) non-solicitation restrictions during the term and for two years thereafter.

The foregoing summary of the terms and conditions of the Employment Agreement is qualified in its entirety by reference to the full text of the Employment Agreement, which is attached hereto as Exhibit 10.1.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The information under Item 1.01 of this Current Report is incorporated into this Item 5.02.

On September 29, 2018, the Board appointed Mr. Fear as Executive Vice President and Chief Financial Officer of the Company, effective as of November 5, 2018. Mr. Fear is 50 years old and previously served as Executive Vice President and Chief Financial Officer of GGP Inc. since January 2018 and as Executive Vice President, Chief Financial Officer and Treasurer of Retail Properties of America, Inc. from August 2015 to September 2017. Prior to that, Mr. Fear served in a variety of financial and legal roles at GGP Inc. over a 12-year period. Mr. Fear holds a J.D. degree from the University of Illinois College of Law and a B.A. degree in Political Science and English from John Carroll University.

**Item 7.01 Regulation FD Disclosure.**

On October 1, 2018, the Company issued a press release announcing Mr. Fear's appointment. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1.

The information in this Item 7.01 disclosure, including Exhibit 99.1, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that Section. In addition, the information in this Item 7.01 disclosure, including Exhibit 99.1, shall not be incorporated by reference into the filings of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit Number

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10.1	Executive Employment Agreement, dated as of October 1, 2018, by and between Kite Realty Group Trust and Heath R. Fear
99.1	Kite Realty Group Trust Press Release, dated October 1, 2018

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

KITE REALTY GROUP TRUST

Date: October 4, 2018

By: /s/ Scott E. Murray  
Scott E. Murray  
Executive Vice President, General Counsel, &  
Corporate Secretary

## EXHIBIT INDEX

Exhibit Number

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## Section 2: EX-10.1 (EXHIBIT 10.1)

**Exhibit 10.1**

### **Executive Employment Agreement**

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this “**Agreement**”) is entered into as of October 1, 2018, by and between Kite Realty Group Trust, a Maryland real estate investment trust (the “**Company**”), and Heath R. Fear (the “**Executive**”) and shall be effective as of November 5, 2018.

WHEREAS, the Company desires to employ the Executive, and the Executive desires to accept employment with the Company, in each case pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Board of Trustees of the Company (the “**Board**”) has approved and authorized the entry into this Agreement with the Executive.

NOW, THEREFORE, it is AGREED as follows:

1. Positions, Term, and Duties. The Company hereby employs the Executive as its Executive Vice President and Chief Financial Officer, and the Executive hereby accepts such employment, on the terms and conditions set forth below.

1.1 Term. The Executive's employment hereunder shall be for a term commencing as of November 5, 2018 and ending as of the earlier of (i) November 4, 2021 or such later date to which the term of this Agreement may be extended pursuant to Section 1.1(a) or (ii) the Termination Date determined in accordance with Section 12.9 (such period, the "**Term**").

(a) Extension of Term. Unless the Executive's employment with the Company terminates earlier in accordance with Subsections (c) or (d), or the parties pursuant to Subsection (b) elect not to extend the Term, the Term of this Agreement automatically shall be extended as of November 5, 2021, and each November 5<sup>th</sup> thereafter, such that on each such date the Term of employment under this Agreement shall be for an additional one-year period.

(b) Election Not to Extend Term. The Executive or the Board, by written notice delivered to the other, may at any time elect to terminate the automatic extension provision of Subsection (a). Any such election may be made at any time until the ninety (90) days prior to the date as of which the Term would otherwise be extended for an additional one year. The parties agree that the expiration of the Term resulting from the Executive's notice to the Company in accordance with this Subsection (b) shall not be considered a termination by the Executive for Good Reason or by the Company without Cause under this Agreement; however, the expiration of the Term resulting from the Company's notice to the Executive in accordance with this Subsection (b) shall be treated as a termination by the Company without Cause under this Agreement.

(c) Early Termination. The Company may terminate the Executive's employment with or without Cause or on account of Disability, with written notice delivered to the Executive from the Board; provided, that, the Company shall have no right to terminate the Executive's employment on account of Disability if, in the opinion of a qualified physician reasonably acceptable to the Company, it is reasonably certain that the Executive will be able to resume the Executive's duties on a regular full-time basis within ninety (90) days following the date the Executive receives notice of such termination on account of Disability. Any termination in accordance with this Section 1.1(c) shall not be, nor shall it be deemed to be, a breach of this Agreement.

(d) Early Resignation. The Executive may resign from the Company for any reason, including Good Reason. The Executive shall effect a Good Reason termination by providing at least thirty (30) days' written notice to the Board of the applicable Good Reason criteria; provided that the Executive provided written notice of the existence of the condition that is the basis for such Good Reason within ninety (90) days following the first occurrence of such condition; and further provided that if the basis for such Good Reason is correctible and the Company corrects the basis for such Good Reason within thirty (30) days after receipt of such notice of the occurrence of the condition, the Good Reason defect shall be cured, and the Executive shall not then have the right to terminate his employment for Good Reason with respect to the occurrence addressed in the written notice. Notwithstanding the prior sentence,

in no event may the Executive effect a Good Reason termination for a condition that is the basis for such Good Reason more than one year after the first occurrence of such condition.

(e) Termination and Offices Held. At the time that the Executive ceases to be an employee of the Company, the Executive agrees that he shall resign from any offices he holds with the Company and any affiliate, including any boards of directors or boards of trustees.

1.2 Duties. The Executive shall faithfully perform for the Company the duties incident to the office of Executive Vice President and Chief Financial Officer and shall perform such other duties of an executive, managerial or administrative nature as shall be specified and designated from time to time by the Board, the Executive's "Reporting Officer" as designated in Schedule 1 and/or the Company's Chief Executive Officer (including the performance of services for, and serving on the board of directors of, any affiliate of the Company without any additional compensation). The Executive shall report to the "Reporting Officer" designated in Schedule 1 subject to the power of the Board or the Chief Executive Officer to change the designated "Reporting Officer." The Executive shall devote substantially all of the Executive's business time and effort to the performance of the Executive's duties hereunder, provided that in no event shall this sentence prohibit the Executive from (a) participating as a member of the board of directors of one (1) non-affiliated company that is not a competitor of the Company, provided that such participation is approved in advance by the Board and the Company's Chief Executive Officer and (b) performing personal and charitable activities and any other activities approved by the Board, in each case so long as such activities do not materially interfere with the Executive's duties for the Company. The Board may delegate its authority to take any action under this Agreement to the Compensation Committee of the Board (the "**Committee**").

1.3 Location. The Executive's primary work location will be the Company's headquarters in Indianapolis, Indiana, and it is anticipated that the Executive will spend, on average, three days a week working from Indianapolis, Indiana, and two days a week working remotely. The Executive acknowledges, however, that in order to effectively perform his duties, he will occasionally be required to travel for business purposes.

## 2. Compensation.

2.1. Salary. During the Term, the Company shall pay the Executive at an annual rate of \$450,000 (the "**Base Salary**"). The Base Salary shall be reviewed no less frequently than annually and may be increased at the discretion of the Board or the Committee, as applicable. Except as otherwise agreed in writing by the Executive, the Base Salary shall not be reduced from the amount previously in effect. Upon any such increase, the increased amount shall thereafter be deemed to be the Base Salary for purposes of this Agreement. The Base Salary shall be payable in such installments as shall be consistent with the Company's payroll procedures for senior executives generally. Notwithstanding the employment of the Executive by the Company, the Company shall be entitled to pay the Executive from the payroll of any subsidiary of the Company.

### 2.2. Annual Cash Incentive.

a. Fiscal Year 2018. For the Company's fiscal year ending December 31, 2018, if the Executive remains employed with the Company through and including December 31, 2018, the Executive shall receive a cash bonus equal to the pro-rated portion of the Base Salary actually earned by the Executive in fiscal year 2018 (the "**2018 Cash Incentive**"). The 2018 Cash Incentive shall be paid to the Executive at the same time as payments of annual cash bonuses to the Company's other senior executives generally but in no event later than March 15, 2019.

b. Fiscal Year 2019 and Thereafter. During the Term, the Executive shall be eligible to receive an annual cash bonus for the Company's fiscal years ending December 31, 2019 and each December 31 thereafter based on performance objectives established by the Committee each such fiscal year (the "**Annual Cash Incentive**"). The Executive's target Annual Cash Incentive amount for such fiscal years will be the percentage of Base Salary designated as the target by the Committee, which amount shall be at least 100% of the Base Salary then in effect for each applicable year (the "**Full-Year Target**"). Notwithstanding the preceding but subject to the penultimate sentence of this Section 2.2(b), the Executive's actual Annual Cash Incentive, if any, may be below (including zero), at, or above, the Full-Year Target based upon the achievement of the performance objectives, and payment of any such Annual Cash Incentive shall be in accordance with the terms of such program; provided that the Annual Cash Incentive shall be paid to the Executive in no event later than March 15<sup>th</sup> of the calendar year following the fiscal year in which

the Annual Cash Incentive was earned. For the Company's fiscal year ending December 31, 2019, the Annual Cash Incentive actually paid to the Executive shall be equal to the greater of (i) 100% of his Base Salary for such fiscal year, regardless of whether the designated performance objectives have been achieved, and (ii) his Base Salary for such fiscal year, multiplied by the performance multiplier earned by the Company's Chief Operating Officer and General Counsel for such fiscal year. Except as otherwise provided in this Agreement, no Annual Cash Incentive will be payable following the Executive's Termination Date.

2.3. Equity Awards.

a. Generally. During the Term, the Executive shall be entitled to participate in the Kite Realty Group Trust 2013 Equity Incentive Plan, as amended from time to time, and any successor plan thereto (the "**Plan**"), and subject to Board or Committee approval, to receive equity or equity-based awards (the "**Equity Awards**") pursuant thereto. Target annual equity awards are set by the Committee; however, for 2019, the Executive's target annual long term incentive award shall be \$680,000, with 40% allocated to time-based Equity Awards and 60% allocated to performance-based Equity Awards, with the specific terms to be set by the Committee. Except as provided in Section 4 and Section 5, all other terms of the Equity Awards shall be governed by the Plan or other plans and programs and the agreements and other documents pursuant to which such awards were granted.

b. Sign-On Award. Upon commencement of the Executive's employment, the Executive shall receive a grant pursuant to the Plan of either restricted shares of the Company's common stock or LTIP units with respect to the Company's operating partnership, at the Executive's election, with an aggregate grant date value equal to \$1,500,000, where the actual number of shares or units granted will be determined using the closing price of a share of the Company's common stock as of the trading day immediately prior to the date of grant (such grant, the "**Sign-On Award**"). Seventy-five percent (75%) of the Sign-On Award will vest proportionally over a period of four (4) years (18.75% will vest on each of the first, second, third, and fourth anniversaries of the commencement of the Executive's employment), subject to the Executive's continued employment on each applicable date. The remaining twenty-five percent (25%) of the Sign-On Award will vest on the fourth anniversary of the commencement of the Executive's employment if certain performance criteria, as set by the Compensation Committee, have been met, subject to the Executive's continued employment through such date. For the avoidance of doubt and for purposes of this Agreement, the Sign-On Award shall also be considered an Equity Award.

2.4. Benefits. During the Term, the Executive shall be permitted to participate in any group life, hospitalization or disability insurance plans, health programs, pension and profit sharing plans and similar benefits that may be available to other senior executives of the Company generally, on the same terms as may be applicable to such other senior executives, in each case to the extent that the Executive is eligible under the terms of such plans or programs. During the Term, the Company shall maintain customary liability insurance for trustees and officers and list the Executive as a covered officer.

2.5. Vacation. During the Term, the Executive shall be entitled to vacation in accordance with the Company's policy. Notwithstanding the foregoing, for 2018, the Executive will receive one (1) week of personal time off ("PTO"), and starting in 2019, in no event will the Executive receive less than six (6) weeks of PTO per year.

2.6. Expenses. During the Term, the Company shall pay or reimburse the Executive for all ordinary and reasonable out-of-pocket expenses actually incurred (and, in the case of reimbursement, paid) by the Executive during the term of the Executive's employment under this Agreement, provided that the Executive submits such expenses in accordance with the policies applicable to senior executives of the Company generally. In addition, from the commencement of the Executive's employment through December 31, 2019, the Company shall reimburse the Executive for up to \$3,500 per month for housing and ordinary commuting expenses associated with working from the Company's Indianapolis headquarters, provided that the Executive submits such expenses in accordance with the policies applicable to senior executives of the Company generally.



3. Termination for Cause, Executive's Election Not to Extend Term, or Resignation by the Executive Other than for Good Reason. In the event of the Executive's resignation other than for Good Reason, his termination of employment due to his election not to extend the Term in accordance with Section 1.1(b), or his termination by the Company for Cause, all obligations of the Company under Sections 1 and 2 will immediately cease as of the Executive's Termination Date. In connection with this resignation or termination, within ten (10) days of the Executive's Termination Date, the Company will pay the Executive the amount of the Executive's Compensation Accrued at Termination, and the Executive's rights, if any, under any Company benefit plan or program shall be governed by such plan or program.

4. Termination On Account of Death or Disability. In the event of the Executive's termination of employment with the Company on account of death or Disability, all obligations of the Company under Sections 1 and 2 will immediately cease as of the Executive's Termination Date. In connection with this termination, (a) within ten (10) days of the Executive's Termination Date, the Company will pay the Executive (or, in the case of the Executive's death, the Executive's beneficiary or, if none has been designated in accordance with Section 10.3, the Executive's estate), (i) the amount of the Executive's Compensation Accrued at Termination and (ii) a single sum cash payment equal to the Partial Year Bonus; (b) all Equity Awards held by the Executive, other than any Performance-Based Award (as defined in Section 5.3(b)) that references and proclaims to supersede this Agreement and as to which the provisions of such Equity Award shall control, shall become fully vested and exercisable; (c) the Company will provide the benefits described in Section 5.2 to the Executive; and (d) the Executive's rights, if any, under any Company benefit plan or program shall be governed by such plan or program. A Performance-Based Award becoming vested under this Section 4 (rather than pursuant to the Equity Award agreement) shall vest at the target level.

5. Termination Without Cause or for Good Reason. If, during the Term, the Executive is terminated by the Company without Cause (which includes the Company's election not to extend the Term of this Agreement in accordance with Section 1.1(b)) or the Executive resigns from the Company for Good Reason, all obligations of the Company under Sections 1 and 2 will immediately cease as of the Executive's Termination Date. In connection with this termination or resignation, (a) within ten (10) days of the Executive's Termination Date, the Company will pay to the Executive the amount of the Executive's Compensation Accrued at Termination; (b) the Executive's rights, if any, under any Company benefit plan or program shall be governed by such plan or program; and (c) subject to the requirements of Section 5.4, the Executive shall be entitled to the benefits described in Section 5.1, Section 5.2, and to the extent applicable, Section 5.3.

5.1. Severance and Bonus. With respect to a termination of employment under this Section 5 only, the benefits under this Section 5.1 shall consist of the following:

a. A single sum severance cash payment equal to two (2) times the sum of: (i) the Executive's Base Salary in effect on the Termination Date and (ii) the average Annual Cash Incentive actually paid to the Executive with respect to the Company's three (3) fiscal years prior to the year in which the Termination Date occurs. If the Executive will not have been employed by the Company during the entirety of the prior three (3) fiscal years prior to the year in which the Termination Date occurs, then (ii) will be replaced with the following: "the average Annual Cash Incentive actually paid to the Executive with respect to each full fiscal year for which the Executive has been employed by the Company." If the Executive will not have been employed by Company for one full fiscal year prior to the Termination Date, then (ii) will be replaced with the following: "the Full-Year Target for fiscal year 2019.", which shall be paid to the Executive within sixty (60) days of the Executive's Termination Date; and

b. A single sum cash payment equal to the Partial Year Bonus, which shall be paid to the Executive on the date that the Annual Cash Incentive would otherwise have been paid; provided, that, no amount may be paid under this Section 5.1(b) unless the Company performance criteria for payment of an Annual Cash Incentive are achieved at the level required for a payout at the Full-Year Target level or above as of the close of the fiscal year in which the Termination Date occurs; and provided, further, that if the Executive's termination or resignation under this Section 5 follows a Change in Control and occurs during the performance year that includes the Change in Control, the Partial Year Bonus shall be payable without regard to achievement of the performance criteria.

5.2. Medical, Prescription, and Dental Benefits. With respect to a termination of employment under Section 4 and this Section 5 only, the benefits under this Section 5.2 shall consist of continued medical, prescription, and dental benefits to the Executive and/or the Executive's family at least equal to those which would have been provided to them in accordance with the welfare benefit plans, practices, policies, and programs provided by the Company to the extent applicable generally to other peer employees of the Company and its affiliated companies, as if the Executive's

employment had not been terminated, for eighteen (18) months after the Executive's Termination Date; provided, however, that if the Executive becomes employed by another employer and is eligible to receive medical, prescription, and dental benefits under a plan provided by such other employer, the medical, prescription, and dental benefits described herein shall be secondary to those provided under such other plan during such applicable period of eligibility.

5.3. Accelerated Vesting of Equity Awards. With respect to a termination of employment under this Section 5 and as otherwise provided in this Employment Agreement, the benefits under this Section 5.3 shall consist of the following:

a. All Equity Awards held by the Executive as of the Termination Date, including but not limited to, stock options, restricted stock, and restricted stock units, whether or not granted as performance-based awards, and which as of the Termination Date are subject only to time-vesting based on service (the "**Time Vested Awards**"), shall become fully vested and non-forfeitable to the extent not already so vested;

b. Subject to Section 5.3(c) and the clarification described in the next sentence, with respect to all Equity Awards held by the Executive as of the Termination Date which are subject to cancellation in the event the stated performance objectives are not satisfied, including but not limited to, stock options, restricted stock, and restricted stock units, and for which as of the Termination Date, the performance period has not ended and the performance objectives have not been satisfied (the "**Performance-Based Awards**"), the Performance-Based Awards shall become vested and non-forfeitable on a Pro-Rata Basis, but only if at the end of the performance period, the performance objectives are achieved; provided, however, that if the Executive's termination or resignation under this Section 5 follows a Change in Control, the Performance-Based Awards outstanding as of such Change in Control and remaining outstanding as of the Executive's termination or resignation under this Section 5 shall become fully vested and non-forfeitable. With respect to the provision for vesting and non-forfeiture of an award on a Pro-Rata Basis as described herein, only the performance periods under the award that have already commenced as of the Termination Date shall be taken into account to determine whether the performance objectives ultimately are achieved, and any performance period that has not commenced as of the Termination Date shall be disregarded for purposes of determining whether the award becomes vested and non-forfeitable on a Pro-Rata Basis; and

c. The amount of Performance-Based Awards which become vested and non-forfeitable under Section 5.3(b) shall be determined by the actual level of achievement of the performance objectives; provided, however, that if the Performance-Based Award is becoming vested and non-forfeitable under Section 5.3(b) on account of a qualifying termination or resignation following a Change in Control, the award earnings level shall not be conditioned on awaiting the end of the performance period and the actual level of achievement of the performance objectives, and instead the performance objectives upon which the earning of the Performance-Based Award is conditioned shall be deemed to have been met at the greater of (i) target level of achievement as of the Termination Date, or (ii) actual level of achievement as of the Termination Date.

To the extent that any Performance-Based Award references and proclaims to supersede this Agreement, the provisions of such Equity Awards shall control and supersede this Section 5.3.

5.4. Waiver and Release Agreement. The Executive agrees to execute at the time of the Executive's termination of employment a Waiver and Release Agreement in a form provided to the Executive by the Company (the "**Waiver and Release Agreement**"), substantially in the form attached hereto as Exhibit C, the terms and conditions of which are specifically incorporated herein by reference. The execution and delivery of the Waiver and Release Agreement shall be made within forty-five (45) days of delivery to the Executive of the Waiver and Release Agreement, and the Company shall (a) pay the benefits under Section 5.1(a) within ten (10) days after the Waiver and Release Agreement is no longer revocable by the Executive and (b) pay the benefits under Section 5.1(b) at the later of ten (10) days after the Waiver and Release Agreement is no longer revocable or the same time as payment is made to all other participants under the Annual Cash Incentive program following the close of the fiscal year in which the Termination Date occurs; provided, however, if the forty-five (45)-day consideration period spans two calendar years, the payment pursuant to Section 5.4(a) shall be paid no earlier than the first business day of the second calendar year. If the Waiver and Release Agreement is not executed and delivered to the Company within the forty-five (45)-day period after delivery to the Executive or is revoked, the Executive will forfeit all benefits provided pursuant to Section 5.1, Section 5.2, and Section 5.3. If the initial draft Waiver and Release Agreement is not received by the Executive within five (5) days of the Executive's Termination Date, it shall not be required and this Section 5.4 shall be null and void.

6. Nature of Payments. For the avoidance of doubt, the Executive acknowledges and agrees that the payments set forth in Section 3, Section 4, and Section 5 constitute liquidated damages for termination of his employment during the Term.

7. Golden Parachute Excise Tax Provisions. In the event it is determined that any payment or benefit (within the meaning of Section 280G(B)(2) of the Internal Revenue Code of 1986, as amended (the “**Code**”)), to the Executive or for his benefit paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, his employment (“**Payments**”), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the “**Excise Tax**”), then the total Payments shall be reduced so that no portion of the Payments would constitute an “excess parachute payment” under Section 280G of the Code and by reason of such excess parachute payment the Executive would be subject to an excise tax under Section 4999(a) of the Code, but only if the Executive (or the Executive’s tax advisor) determines that the after-tax value of the reduced payments calculated with the foregoing restriction exceed those calculated without the foregoing restriction. In that event, the Executive shall designate those rights, payments, or benefits under this Agreement, any other agreements, and any benefit arrangements that should be reduced or eliminated so as to avoid having any portion of the Payments be deemed to be an excess parachute payment; provided, however, that in order to comply with Section 409A of the Code, the reduction or elimination will be performed in the order in which each dollar of value subject to a right, payment, or benefit reduces the parachute payment to the greatest extent. Except as otherwise expressly provided herein, all determinations under this Section 7 shall be made at the expense of the Company by a nationally recognized public accounting or consulting firm selected by the Company and subject to the approval of the Executive, which approval shall not be unreasonably withheld. Such determination shall be binding upon the Executive and the Company.

7.1. Company Withholding. Notwithstanding anything contained in this Agreement to the contrary, in the event that, according to the determinations in the paragraph above, an Excise Tax will be imposed on any Payment or Payments, the Company shall pay to the applicable government taxing authorities as Excise Tax withholding, the amount of the Excise Tax that the Company has actually withheld from the Payment or Payments.

8. Confidentiality; Non-Competition and Non-Disclosure; Executive Cooperation; Non-Disparagement.

8.1. Confidential Information. The Executive acknowledges that, during the course of his employment with the Company, the Executive will receive and become acquainted with Confidential Information (as hereinafter defined) of the Company. As used in this Section 8.1, “**Confidential Information**” of the Company means all confidential information, knowledge, or data relating to the Company or any of its affiliates, or to the Company’s or any such affiliate’s respective businesses and investments (including confidential information of others that has come into the possession of the Company or any such affiliate), learned by the Executive hereafter directly or indirectly from the Company or any of its affiliates and which is not generally available lawfully and without breach of confidential or other fiduciary obligation to the general public without restriction, except with the Company’s express written consent or as may otherwise be required by law or any legal process.

The Executive acknowledges that the Confidential Information of the Company, as such may exist from time to time, is a valuable, confidential, special, and unique asset of the Company and its affiliates, expensive to produce and maintain, and essential for the profitable operation of their respective businesses. The Executive agrees that, during the course of his employment with the Company, or at any time thereafter, he shall not, directly or indirectly, communicate, disclose, or divulge to any Person (as such term is hereinafter defined), or use for his benefit or the benefit of any Person, in any manner, any Confidential Information of the Company or its affiliates, acquired during his employment with the Company or any other confidential information concerning the conduct and details of the businesses of the Company and its affiliates, except as required in the course of his employment with the Company or as otherwise may be required by law. Notwithstanding the foregoing, nothing herein shall prevent the Executive from disclosing confidential or proprietary information to the extent required by law. Additionally, nothing herein shall preclude the Executive’s right to communicate, cooperate or file a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a “**Governmental Entity**”) with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise make disclosures to any Governmental Entity, in each case, that are protected under the whistleblower or similar provisions of any such law

or regulation; provided that in each case such communications and disclosures are consistent with applicable law. Nothing herein shall preclude the Executive's right to receive an award from a Governmental Entity for information provided under any whistleblower or similar program. The Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. The Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, provided that such filing is made under seal. If the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the trade secret to the Executive's attorney and use the trade secret information in any related court proceeding, provided that the Executive files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order. For the purposes of this Agreement, "**Person**" shall mean any individual, partnership, corporation, trust, unincorporated association, joint venture, limited liability company, or other entity or any government, governmental agency, or political subdivision.

All documents relating to the businesses of the Company and its affiliates including, without limitation, Confidential Information of the Company, whether prepared by the Executive or otherwise coming into the Executive's possession, are the exclusive property of the Company and such respective affiliates and must not be removed from the premises of the Company, except as required in the course of the Executive's employment with the Company. The Executive shall return all such documents (including any copies thereof) to the Company when the Executive ceases to be employed by the Company or upon the earlier request of the Company or the Board.

8.2. Noncompetition. During the Term of this Agreement and, subject to the penultimate sentence of this Section 8.2, for a period of twelve (12) months following the termination of the Executive's employment under this Agreement for any reason (the "**Restricted Period**"), the Executive shall not, except with the Company's express prior written consent, (a) directly or indirectly, engage in any business involving real property development, construction, acquisition, ownership, or operation, whether such business is conducted by the Executive individually or as a principal, partner, member, stockholder, director, trustee, officer, employee, or independent contractor of any Person or (b) own any interests in real property which are competitive, directly or indirectly, with any business carried on by the Company; provided, however, that this Section 8.2 shall not be deemed to prohibit any of the following: (i) any of the real estate (and real estate-related) activities listed on Exhibit A hereto, the Executive's ownership, marketing, sale, transfer, or exchange of any of the Executive's interests in any of the properties or entities listed on Exhibit A hereto, or any other permitted activities listed on Exhibit A hereto; and (ii) the direct or indirect ownership by the Executive of up to five percent (5%) of the outstanding equity interests of any public company. Notwithstanding the foregoing, during the twelve (12)-month "tail" period included in the Restricted Period, the restrictions set forth in this Section 8.2 shall apply only (i) with respect to any Person that has been designated as being part of the Company's peer group, as determined by the Committee and set forth in the most recent proxy statement filed by the Company, or (ii) with respect to any other Person that owns neighborhood or community shopping centers and with respect to (i) and (ii) only within the following "**Restricted Areas**": (A) the states of Indiana, Florida, and Texas; (B) the area within a ten (10)-mile radius of any property owned or leased by the Company, as of the Executive's Termination Date; (C) each county in each state in which the Company owns or leases property as of the Executive's Termination Date; and (D) in any state in which the Company owns or leases at least five (5) properties as of the Executive's Termination Date, the area within a fifty (50)-mile radius of any property owned or leased by the Company, as of the Executive's Termination Date. Notwithstanding anything to the contrary in this Section 8.2, this Section 8.2 shall not apply if a Change in Control is consummated on or after the date of this Agreement and if the Executive resigns without Good Reason during the period beginning on the first anniversary of the consummation of such Change in Control and ending on the second anniversary of the consummation of such Change in Control. For the avoidance of doubt, other than as set forth in the immediately preceding sentence, this Section 8.2 shall apply in all events if the Executive's resignation is on account of Good Reason or without Good Reason or if the Executive is terminated by the Company for any reason whether before, as of, or following a Change in Control.

8.3. Non-Solicitation. During the Term and for a period of two (2) years following the termination of the Executive's employment under this Agreement for any reason, the Executive shall not, except with the Company's express prior written consent, for the benefit of any entity or Person (including the Executive) (a) solicit, induce, or

encourage any employee of the Company, or any of its affiliates, to leave the employment of the Company, or solicit, induce, or encourage any customer, client, or independent contractor of the Company, or any of its affiliates, to cease or reduce its business with or services rendered to the Company or its affiliates or (b) hire (on behalf of the Executive or any other person or entity) any employee or independent contractor who has left the employment or other service of the Company (or any predecessor thereof) within one year of the termination of such employee's or independent contractor's employment or other service with the Company.

8.4. Cooperation With Regard to Litigation. The Executive agrees to cooperate with the Company, during the Term and thereafter (including following the Executive's termination of employment for any reason), by making himself available to testify on behalf of the Company or any affiliate of the Company, in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and to assist the Company, or any affiliate of the Company, in any such action, suit, or proceeding, by providing information and meeting and consulting with the Board or its representatives or counsel, or representatives or counsel to the Company or any affiliate of the Company, as may be reasonably requested and after taking into account the Executive's post-termination responsibilities and obligations. The Company agrees to reimburse the Executive, on an after-tax basis, for all reasonable expenses actually incurred in connection with his provision of testimony or assistance.

8.5. Non-Disparagement. The Executive shall not, at any time during the Term and thereafter disparage the Company, its affiliates or their respective officers, directors or trustees, nor shall the Company, its affiliates or their respective officers, directors or trustees disparage Executive. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Executive or his successor or members of the Board from making truthful statements that are required by applicable law, regulation or legal process.

8.6. Survival. The provisions of this Section 8 shall survive any termination or expiration of this Agreement.

8.7. Remedies. The Executive agrees that any breach of the terms of this Section 8 would result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law; the Executive therefore also agrees that, in the event of said breach or any threat of breach and notwithstanding Section 9, the Company shall be entitled to an immediate injunction and restraining order from a court of competent jurisdiction to prevent such breach and/or threatened breach and/or continued breach by the Executive and/or any and all persons and/or entities acting for and/or with the Executive, without having to prove damages. The availability of injunctive relief shall be in addition to any other remedies to which the Company may be entitled at law or in equity, but remedies other than injunctive relief may only be pursued in an arbitration brought in accordance with Section 9. The terms of this paragraph shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach of this Section 8, including but not limited to the recovery of damages from the Executive.

9. Governing Law; Disputes; Arbitration.

9.1. Governing Law. This Agreement is governed by and is to be construed, administered, and enforced in accordance with the laws of the State of Indiana, without regard to conflicts of law principles. If under the governing law, any portion of this Agreement is at any time deemed to be in conflict with any applicable statute, rule, regulation, ordinance, or other principle of law, such portion shall be deemed to be modified or altered to the extent necessary to conform thereto or, if that is not possible, to be omitted from this Agreement. The invalidity of any such portion shall not affect the force, effect, and validity of the remaining portion hereof. If any court determines that any provision of Section 8 is unenforceable because of the duration or geographic scope of such provision, it is the parties' intent that such court shall have the power to modify the duration or geographic scope of such provision, as the case may be, to the extent necessary to render the provision enforceable, and in its modified form, such provision shall be enforced. If the courts of any one or more of jurisdictions hold Section 8 to be wholly unenforceable by reason of breadth of scope or otherwise, it is the intention of the Company and the Executive that such determination not bar or in any way affect the Company's right, or the right of any of its affiliates, to the relief provided above in the courts of any other jurisdiction within the geographical scope of the provisions of Section 8, as to breaches of such provisions in such other respective jurisdictions, such provisions as they relate to each jurisdiction's being, for this purpose, severable, diverse, and independent covenants, subject, where appropriate, to the doctrine of res judicata.

9.2. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Indianapolis, Indiana by three (3) arbitrators. The Executive and the Company shall each select one arbitrator and those two designated arbitrators shall select a third arbitrator. The arbitration shall not be administered by the American Arbitration Association; however, the arbitration shall be conducted by the three selected arbitrators using the procedural rules of the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of submission to arbitration. Judgment may be entered on the arbitrators' award in any court having jurisdiction. For purposes of entering any judgment upon an award rendered by the arbitrators, the Company and the Executive hereby consent to the jurisdiction of any or all of the following courts: (i) the United States District Court for the Southern District of Indiana, (ii) any of the courts of the State of Indiana, or (iii) any other court having jurisdiction. The Company and the Executive further agree that any service of process or notice requirements in any such proceeding shall be satisfied if the rules of such court relating thereto have been substantially satisfied. The Company and the Executive hereby waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to such jurisdiction and any defense of inconvenient forum. The Company and the Executive hereby agree that a judgment upon an award rendered by the arbitrators may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party shall bear its or his costs and expenses arising in connection with any arbitration proceeding pursuant to this Section 9. Notwithstanding any provision in this Section 9, the Executive shall be paid compensation due and owing under this Agreement during the pendency of any dispute or controversy arising under or in connection with this Agreement.

9.3. **WAIVER OF JURY TRIAL. TO THE EXTENT APPLICABLE, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**

10. Miscellaneous.

10.1. Integration. This Agreement cancels and supersedes any and all prior agreements and understandings between the parties hereto with respect to the employment of the Executive by the Company, any parent or predecessor company, and the Company's affiliates during the Term. This Agreement constitutes the entire agreement among the parties with respect to the matters herein provided, and no modification or waiver of any provision hereof shall be effective unless in writing and signed by the parties hereto. The Executive shall not be entitled to any payment or benefit under this Agreement which duplicates a payment or benefit received or receivable by the Executive under such prior agreements and understandings or under any benefit or compensation plan of the Company.

10.2. Successors; Transferability. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise, and whether or not the corporate existence of the Company continues) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "**Company**" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise, and in the case of an acquisition of the Company in which the corporate existence of the Company continues, the ultimate parent company following such acquisition. Subject to the foregoing, the Company may transfer and assign this Agreement and the Company's rights and obligations hereunder to another entity that is substantially comparable to the Company in its financial strength and ability to perform the Company's obligations under this Agreement. Neither this Agreement nor the rights or obligations hereunder of the parties hereto shall be transferable or assignable by the Executive, except in accordance with the laws of the descent and distribution or as specified in Section 10.3.

10.3. Beneficiaries. The Executive shall be entitled to designate (and change, to the extent permitted under applicable law) a beneficiary or beneficiaries to receive any compensation or benefits provided hereunder following the Executive's death.

10.4. No Duty to Mitigate. The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor will any payments or benefits hereunder be subject to offset in the event the Executive does mitigate, except as provided in Section 5.2.

10.5. Notices. Whenever under this Agreement it becomes necessary to give notice, such notice shall be in writing, signed by the party or parties giving or making the same, and shall be served on the person or persons for whom it is intended or who should be advised or notified, by Federal Express or other similar overnight service or by certified or registered mail, return receipt requested, postage prepaid and addressed to such party at the address set forth below or at such address as may be designated by such party by like notice:

If to the Company or the Board:

Kite Realty Group Trust  
30 S. Meridian Street  
Suite 1100  
Indianapolis, IN 46204  
Attn: Compensation Committee of the Board of Trustees, Chairperson

With a copy to:

Hogan Lovells US LLP  
Columbia Square  
555 Thirteenth Street, NW  
Washington, DC 20004  
Attn: David Bonser, Esq.

If to Executive, to the address set forth in the records of the Company.

If the parties by mutual agreement supply each other with fax numbers for the purpose of providing notice by facsimile, such notice shall also be proper notice under this Agreement. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly delivered (i) two (2) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, (ii) when received if it is sent by fax communication during normal business hours on a business day or one business day after it is sent by fax and received if sent other than during business hours on a business day, (iii) one business day after it is sent via a reputable overnight courier service, charges prepaid, or (iv) when received if it is delivered by hand.

10.6. Headings. The headings of this Agreement are for convenience of reference only and do not constitute a part hereof.

10.7. Attorneys' Fees. In the event of any legal proceeding relating to this Agreement or any term or provision thereof, the losing party shall be responsible to pay or reimburse the prevailing party for all reasonable attorneys' fees incurred by the prevailing party in connection with such proceeding; provided, however, the Executive shall not be required to pay or reimburse the Company unless the claim or defense asserted by the Executive was unreasonable.

10.8. No General Waivers. The failure of any party at any time to require performance by any other party of any provision hereof or to resort to any remedy provided herein or at law or in equity shall in no way affect the right of such party to require such performance or to resort to such remedy at any time thereafter, nor shall the waiver by any party of a breach of any of the provisions hereof be deemed to be a waiver of any subsequent breach of such provisions. No such waiver shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

10.9. Offsets; Withholding. The amounts required to be paid by the Company to the Executive pursuant to this Agreement shall not be subject to offset. The foregoing and other provisions of this Agreement notwithstanding, all payments to be made to Executive under this Agreement, including under Section 3, Section 4, and Section 5, or

otherwise by the Company, will be subject to withholding to satisfy required withholding taxes and other required deductions.

10.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

10.11. Representations of the Executive. The Executive represents and warrants to the Company that he has the legal right to enter into this Agreement and to perform all of the obligations on his part to be performed hereunder in accordance with its terms and that he is not a party to any agreement or understanding, written or oral, which prevents him from entering into this Agreement or performing all of his obligations hereunder.

10.12. Conflicting Terms. Except as provided in Section 4 and Section 5.3, in the event of any conflict between the terms of this Agreement and the terms of any other compensation plan, agreement or award (including, without limitation, any offer letter or any annual or long term bonus and any equity based award), the terms and conditions of this Agreement shall govern and control.

11. Section 409A Savings Provisions. It is intended that the payments and benefits provided under this Agreement shall be exempt from the application of the requirements of Section 409A of the Code and the regulations and other guidance issued thereunder (collectively, "**Section 409A**"). Specifically, any taxable benefits or payments provided under this Agreement are intended to be separate payments that qualify for the "short term deferral" exception to Section 409A to the maximum extent possible, and to the extent they do not so qualify, are intended to qualify for the separation pay exceptions to Section 409A, to the maximum extent possible.

11.1. Separation from Service. The Executive will be deemed to have a termination of employment for purposes of determining the timing of any payments or benefits hereunder that are classified as deferred compensation only upon a "separation from service" within the meaning of Section 409A.

11.2. Specified Employee Provisions. Notwithstanding any other provision of this Agreement to the contrary, if at the time of the Executive's separation from service, (i) the Executive is a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time), and (ii) the Company makes a good faith determination that an amount payable on account of such separation from service to the Executive constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six (6)-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A (the "**Delay Period**"), then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such Delay Period (or upon the Executive's death, if earlier), together with interest for the period of delay, compounded annually, equal to the prime rate (as published in the Wall Street Journal) in effect as of the dates the payments should otherwise have been provided. To the extent that any benefits to be provided during the Delay Period are considered deferred compensation under Section 409A provided on account of a "separation from service," and such benefits are not otherwise exempt from Section 409A, the Executive shall pay the cost of such benefit during the Delay Period, and the Company shall reimburse the Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to the Executive, the Company's share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.

11.3. Expense Reimbursements. (a) Any amount that the Executive is entitled to be reimbursed under this Agreement will be reimbursed to the Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred; (b) any right to reimbursement or in kind benefits will not be subject to liquidation or exchange for another benefit; and (c) the amount of the expenses eligible for reimbursement during any taxable year will not affect the amount of expenses eligible for reimbursement in any other taxable year.



12. Definitions Relating to Termination Events.

12.1. Affiliate. For purposes of this Agreement, an “**affiliate**” of any person means another person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person, and includes subsidiaries. Notwithstanding the foregoing, the persons listed on Exhibit B, as such Exhibit B is updated from time to time by the mutual agreement of the parties, shall not be affiliates of the Company.

12.2. Cause. For purposes of this Agreement, “**Cause**” shall mean Executive’s:  
a. Conviction for (or pleading *nolo contendere* to) any felony;  
b. Commission of any act of fraud, theft, or dishonesty related to the business of the Company or its affiliates or the performance of the Executive’s duties hereunder;  
c. Willful and continuing failure or habitual neglect by the Executive to perform the Executive’s duties hereunder;  
d. Material violation of the covenants contained in Section 8; or  
e. Willful and continuing material breach of this Agreement.

For purposes of this Section 12.2, no act, or failure to act, by the Executive shall be considered “willful” unless committed in bad faith and without a reasonable belief that the act or omission was in the best interests of the Company or its affiliates.

12.3. Change in Control. For purposes of this Agreement, “**Change in Control**” shall mean:  
a. The dissolution or liquidation of the Company;  
b. The merger, consolidation, or reorganization of the Company with one or more other entities in which the Company is not the surviving entity or immediately following which the persons or entities who were beneficial owners (as determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) of voting securities of the Company immediately prior thereto cease to beneficially own more than fifty percent (50%) of the voting securities of the surviving entity immediately thereafter;  
c. A sale of all or substantially all of the assets of the Company to another person or entity;  
d. Any transaction (including without limitation a merger or reorganization in which the Company is the surviving entity) that results in any person or entity or “group” (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (other than persons who are shareholders or affiliates immediately prior to the transaction) owning thirty percent (30%) or more of the combined voting power of all classes of shares of the Company; or  
e. Individuals who, as of the date hereof, constitute the Board (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a trustee subsequent to the date hereof whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the trustees then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for trustee, without written objection to such nomination) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of trustees or other actual or threatened solicitation of proxies or contests by or on behalf of a person other than the Board.

12.4. Compensation Accrued at Termination. For purposes of this Agreement, “**Compensation Accrued at Termination**” means the following:

a. The unpaid portion of annual Base Salary at the rate payable, in accordance with Section 2.1 hereof, at the Executive’s Termination Date, pro-rated through such Termination Date, payable in accordance with the Company’s regular pay schedule;  
b. Payment for vacation accrued under this Agreement but unused as of the Executive’s Termination Date;  
c. Except in the event the Executive’s employment is terminated for Cause (except to the extent otherwise required by law), all earned and unpaid and/or vested, nonforfeitable amounts owing or accrued at the Executive’s Termination Date under any compensation and benefit plans, programs, and arrangements set forth or referred to in Sections 2.2 and 2.3 hereof (including any earned and vested Annual Cash Incentive which the Company agrees is earned for purposes of this definition as of the close of business on the last day of the fiscal year) in which the Executive theretofore participated, payable (except as otherwise provided in Section 3, Section 4 and Section 5 of

this Agreement) in accordance with the terms and conditions of the plans, programs, and arrangements (and agreements and documents thereunder) pursuant to which such compensation and benefits were granted or accrued; and

d. Reasonable business expenses and disbursements incurred by the Executive prior to the Executive's termination of employment, to be reimbursed to the Executive, as authorized under Section 2.6, in accordance with the Company's reimbursement policies as in effect at the Executive's Termination Date.

12.5. Disability. For purposes of this Agreement, "**Disability**" means the Executive becomes eligible for disability benefits under the Company's long-term disability plans and arrangements (or, if none apply, would have been so eligible under the most recent plan or arrangement). This definition shall be interpreted and applied consistent with the Americans with Disabilities Act, the Family and Medical Leave Act, Section 409A of the Code, and other applicable law.

12.6. Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean, without the Executive's express written consent, the occurrence of any of the following circumstances:

a. The material reduction of the Executive's authority, duties, and responsibilities, or the assignment to the Executive of duties materially and adversely inconsistent with the Executive's position or positions with the Company and its affiliates;

b. A material reduction in Base Salary of the Executive except in connection with a reduction in compensation generally applicable to senior management employees of the Company;

c. The Company requiring the Executive to relocate his principal place of business for the Company to a location more than fifty (50) miles from the Company's principal place of business in Indianapolis, Indiana;

d. The failure by the Company to obtain an agreement in form and substance reasonably satisfactory to the Executive from any successor to the business of the Company to assume and agree to perform this Agreement; or

e. The Company's material breach of this Agreement.

12.7. Partial Year Bonus. For purposes of this Agreement, "**Partial Year Bonus**" shall mean an amount equal to the product of (a) the Executive's Full-Year Target Annual Cash Incentive for the fiscal year in which the Executive's employment terminates and (b) a fraction, the numerator of which is the number of days in the current fiscal year through the Executive's Termination Date, and the denominator of which is 365.

12.8. Pro-Rata Basis. For purposes of this Agreement, vesting on a "**Pro-Rata Basis**" shall mean vesting in an amount equal to a fraction not to exceed one (1), the numerator of which is the number of days the Executive was employed by the Company from the grant date for such award (or in the case of an award or a portion thereof subject to a performance period, the beginning of the performance period for such award) to the Termination Date, and the denominator of which is the number of total days from the grant date to the date that otherwise would have resulted in full vesting of the award (or in the case of an award or a portion thereof subject to a performance period, the number of total days in the performance period for such award).

12.9. Termination Date. For purposes of this Agreement, "**Termination Date**" shall mean:

a. The date that the Board delivers written notice to the Executive of his termination of employment for Cause or on account of Disability;

b. The date set forth in a written notice delivered to the Executive of his termination of employment without Cause, which shall not be less than thirty (30) days after the date of such notice or more than sixty (60) days after the date of such notice;

c. The date set forth in a written notice delivered to the Board of the Executive's resignation, with or without Good Reason, which shall not be less than thirty (30) days after the date of such notice, except as otherwise mutually agreed to by the Company and the Executive;

d. The November 4<sup>th</sup> following the date that the Executive or the Board provides the other party with notice of an election to terminate the automatic extension provision of Section 1.1(a), except as otherwise mutually agreed to by the Company and the Executive; or

e. The date of the Executive's death.

IN WITNESS WHEREOF, the parties hereto have signed their names as of the day and year first written above.

**KITE REALTY GROUP TRUST**

By: /s/ Scott E. Murray  
Name: Scott E. Murray  
Title: Executive Vice President, General Counsel,  
& Corporate Secretary

**EXECUTIVE**

/s/ Heath R. Fear  
**HEATH R. FEAR**



**SCHEDULE 1**

**REPORTING OFFICER**

Chief Executive Officer of the Company

## **EXHIBIT A**

### **EXCLUDED ACTIVITIES, PROPERTIES, AND INTERESTS**

Passive investment (that is, investment so long as the Executive has no ability to participate in the operation or management of the assets) in private funds owning real estate.

**EXHIBIT B**

**EXCLUSION FROM AFFILIATES**

## EXHIBIT C

### WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT is entered into as of [TO BE DETERMINED AT TERMINATION OF EMPLOYMENT], by Heath R. Fear (the “**Executive**”) in consideration of the severance pay and severance benefits to be provided to the Executive by Kite Realty Group Trust (the “**Company**”) pursuant to Section 5 of the Executive Employment Agreement (the “**Employment Agreement**”) by and between the Company and the Executive (the “**Severance Payment**”).

1. **Waiver and Release.**

(a) Subject to Section 1(b) of this Waiver and Release Agreement, the Executive, on his own behalf and on behalf of his heirs, executors, administrators, attorneys, representatives, agents, successors and assigns, hereby unconditionally and irrevocably releases, waives, and forever discharges the Company and each of its affiliates, parents, successors, predecessors, and the subsidiaries, directors, owners, members, shareholders, officers, agents, and employees of the Company and its affiliates, parents, successors, predecessors, and subsidiaries (collectively, all of the foregoing are referred to as the “**Employer**”), from any and all causes of action, claims, obligations, liabilities, and damages, including attorneys’ fees, whether in law or in equity, whether known or unknown, foreseen or unforeseen, presently asserted or otherwise arising through the date of his signing of the Waiver and Release Agreement, including but not limited to matters concerning his employment or separation from employment. Subject to Section 1(b) of this Waiver and Release Agreement, this release includes, but is not limited to, any payments, benefits, or damages arising under any federal law (including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, Executive Order 11246, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the National Labor Relations Act, and the Worker Adjustment and Retraining Notification Act, each as amended); any claim arising under any state or local laws, ordinances, or regulations (including, but not limited to, the Indiana Civil Rights Law, the Indiana Wage Payment and Wage Claims Act, and any other state or local laws, ordinances, or regulations including those requiring that advance notice be given of certain workforce reductions); and any claim arising under any common law principle or public policy, including, but not limited to, all suits in tort or contract, such as wrongful termination, defamation, emotional distress, invasion of privacy, or loss of consortium.

(b) Other than the Severance Payment, the Executive acknowledges and agrees that he is not entitled to and will not seek any further consideration for his service as an employee or agent of the Employer, including but not limited to, any other wages, commissions, bonus compensation of any kind, notice payment, severance, vacation pay, sick pay, pension benefits, compensation, or other benefits, except for the obligations of the Company (i) to make the Severance Payment, (ii) with respect to any vested and nonforfeitable rights under any award agreement entered into with the Executive pursuant to the Kite Realty Group Trust 2013 Equity Incentive Plan, as amended from time to time, and any successor plan thereto and under any other employee benefit plans or programs of the Employer, (iii) under any indemnification agreement with the Executive, or (iv) under this Waiver and Release Agreement.

(c) The Executive understands that by signing this Waiver and Release Agreement that he is not waiving (i) any claims or administrative charges which cannot be waived by law, such as a claim challenging the validity of the release in this Waiver and Release Agreement; or (ii) his ability to provide any information in response to a valid subpoena, court order, other legal process or as otherwise required to be provided by law. He is waiving, however, any right to monetary recovery or individual relief should any federal, state, or local agency (including the Equal Employment Opportunity Commission) (“**Government Agencies**”) pursue any claim on his behalf arising out of or related to his employment with and/or separation from employment with the Company (other than with respect to those matters described in Section 1(b) and except as provided in Section 1(d)(iv) of this Waiver and Release Agreement). The Executive represents that he has not previously filed any claim or joined in any claim or suit against the Employer.

(d) The Executive further understands that, notwithstanding anything herein to the contrary, nothing in this Waiver and Release Agreement shall (i) prohibit the Executive from making reports to Government Agencies or otherwise participating in any investigation or proceeding that may be conducted by any Government Agency authorized to enforce laws against unlawful conduct, including discrimination; (ii) prohibit the Executive from making reports



of possible violations of federal law or regulation to any Governmental Agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of state or federal law or regulation; (iii) require notification or prior approval by the Company of any reporting described in clauses (i) or (ii); or (iv) prohibit the Executive from receiving a reward paid by the Securities and Exchange Commission for providing information. The Executive understands that pursuant to 18 U.S.C. Section 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (x) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to any attorney solely for the purpose of reporting or investigation a suspected violation of law; or (y) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Additionally, an individual suing an employer for retaliation for reporting a suspected violation of law may disclose a trade secret to his attorney and use the trade secret information in the court proceeding, provided the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(e) The Executive further agrees without any reservation whatsoever, never to sue the Employer or become a party to a lawsuit seeking monetary or other relief for himself on the basis of any and all claims of any type lawfully and validly released in this Waiver and Release Agreement.

2. **Acknowledgments.**

The Executive is signing this Waiver and Release Agreement knowingly and voluntarily. He acknowledges that:

(f) He is hereby advised in writing to consult an attorney before signing this Waiver and Release Agreement;

(g) He has relied solely on his own judgment and/or that of his attorney regarding the consideration for and the terms of the Waiver and Release Agreement and is signing this Waiver and Release Agreement knowingly and voluntarily of his own free will;

(h) He is not entitled to the Severance Payment unless he agrees to and honors the terms of this Waiver and Release Agreement and continues to honor the surviving terms of the Employment Agreement, including, but not limited to, Section 8 (Confidentiality; Non-Competition and Non-Disclosure; Executive Cooperation; Non-Disparagement) of the Employment Agreement;

(i) He has been given at least forty-five (45) calendar days to consider this Waiver and Release Agreement, and if he signs this Waiver and Release Agreement prior to the end of the forty-five (45) day period, he has done so voluntarily;

(j) He may revoke this Waiver and Release Agreement within seven (7) calendar days after signing it by submitting a written notice of revocation to the Company. He further understands that this Waiver and Release Agreement is not effective or enforceable until after the seven (7)-day period of revocation has expired without revocation, and that if he revokes this Waiver and Release Agreement within the seven (7)-day revocation period, he will not receive the Severance Payment;

(k) He has read and understands the Waiver and Release Agreement and further understands that, subject to the limitations contained herein, it includes a general release of any and all known and unknown, foreseen and unforeseen claims presently asserted or otherwise arising through the date of his signing of this Waiver and Release Agreement that he may have against the Employer; and

(l) No statements made or conduct by the Employer has in any way coerced or unduly influenced him to execute this Waiver and Release Agreement.

3. **No Admission of Liability.**

This Waiver and Release Agreement does not constitute an admission of liability or wrongdoing on the part of the Employer; the Employer does not admit there has been any wrongdoing whatsoever against the Executive; and the Employer expressly denies that any wrongdoing has occurred.

4. **Entire Agreement.**

There are no other agreements of any nature between the Employer and the Executive with respect to the matters discussed in this Waiver and Release Agreement, except as expressly stated herein, and in signing this Waiver and Release Agreement, the Executive is not relying on any agreements or representations, except those expressly contained in this Waiver and Release Agreement.

5. **Execution.**

It is not necessary that the Employer sign this Waiver and Release Agreement following the Executive's full and complete execution of it for it to become fully effective and enforceable.

6. **Severability.**

If any provision of this Waiver and Release Agreement is found, held, or deemed by a court of competent jurisdiction to be void, unlawful, or unenforceable under any applicable statute or controlling law, the remainder of this Waiver and Release Agreement shall continue in full force and effect.

7. **Governing Law.**

This Waiver and Release Agreement shall be governed by the laws of the State of Indiana, excluding the choice of law rules thereof.

8. **Headings.**

Section and subsection headings contained in this Waiver and Release Agreement are inserted for the convenience of reference only. Section and subsection headings shall not be deemed to be a part of this Waiver and Release Agreement for any purpose, and they shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

**IN WITNESS WHEREOF**, the undersigned has duly executed this Waiver and Release Agreement as of the day and year first herein above written.

EXECUTIVE

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## **Section 3: EX-99.1 (EXHIBIT 99.1)**

**Exhibit 99.1**



### **PRESS RELEASE**

Contact Information: Kite Realty Group Trust

Bryan McCarthy  
SVP, Marketing & Communications  
317.713.5692

## **Kite Realty Group Trust Announces Hiring of Heath R. Fear as New Chief Financial Officer and Promotion of Wade Achenbach**

INDIANAPOLIS, October 1, 2018 -- Kite Realty Group Trust (NYSE:KRG) (the "Company") announced today the appointment of Heath R. Fear as its Executive Vice President and Chief Financial Officer. Mr. Fear is expected to join the Company on November 5, 2018. The Company also announced the immediate promotion of Wade Achenbach to Executive Vice President of Portfolio Management.

"We are very excited that Heath is joining our team," said John A. Kite, KRG's Chairman and Chief Executive Officer. "Heath is an industry veteran. He is very well-respected by the financial community; he has previously served as the CFO at two publicly-traded REITs; and the Board and I believe that Heath's background and strategic vision will nicely complement the KRG executive team. We look forward to working with Heath and capitalizing on his experiences and ideas to lead KRG forward."

Mr. Fear joins KRG from GGP Inc., a member of the S&P 500 until its recent privatization, where Mr. Fear currently serves as CFO. Previously, Mr. Fear was CFO at Retail Properties of America, Inc. (NYSE:RPAI) from 2015 to 2017. Mr. Fear will report directly to Mr. Kite.

"Kite Realty is a best-in-class operating platform, and I couldn't be more excited about partnering with John and the KRG team," said Mr. Fear. "Our shared vision is to build on our successes, rise to our challenges, and take KRG to the next level."

Mr. Fear has over 20 years of experience in the real estate industry. He holds a Juris Doctor from the University of Illinois College of Law and a Bachelor of Arts degree in Political Science and English from John Carroll University.

The Company also announced today the promotion of Wade Achenbach to Executive Vice President of Portfolio Management, a newly created position reporting directly to Mr. Kite. In this role, Mr. Achenbach will take responsibility for the operational performance and evaluation of the portfolio as the Company continues to transform its holdings. "Mr. Achenbach has been instrumental in our initiatives to increase portfolio quality and strengthen the balance sheet over the last 5 years," said Mr. Kite. "Wade is a trusted member of our senior leadership team, and we are creating this new role to further leverage Wade's unique skill set to drive portfolio value."

Mr. Achenbach joined KRG in October 2004 and has held various positions, most recently serving as the Company's Senior Vice President of Capital Markets and Corporate Treasurer. Before joining KRG, Mr. Achenbach worked in the mergers and acquisitions group at Plexus Corp. and in the investment banking group at A.G. Edwards

& Sons. Wade earned his Bachelor in Arts degree from Indiana University, where he majored in finance and minored in economics.

### **About Kite Realty Group Trust:**

Kite Realty Group Trust is a full-service, vertically integrated real estate investment trust (REIT) that provides communities with convenient and beneficial shopping experiences. We connect consumers to tenants in desirable markets through our portfolio of open-air shopping centers. Using operational, development, and redevelopment expertise, we continuously optimize our portfolio to maximize value and return to our shareholders. As of June 30, 2018, KRG owned interests in 115 operating and redevelopment properties totaling approximately 22.5 million square feet and 2 development projects currently under construction totaling 0.7 million square feet. For more information, please visit our website at [kiterealty.com](http://kiterealty.com).

### **Safe Harbor**

Certain statements in this document that are not historical fact may constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such statements are based on assumptions and expectations that may not be realized and are inherently subject to risks, uncertainties and other factors, many of which cannot be predicted with accuracy and some of which might not even be anticipated. Future events and actual results, performance, transactions or achievements, financial or otherwise, may differ materially from the results, performance, transactions or achievements, financial or otherwise, expressed or implied by the forward-looking statements. Risks, uncertainties and other factors that might cause such differences, some of which could be material, include, but are not limited to: national and local economic, business, real estate and other market conditions, particularly in light of low growth in the U.S. economy as well as economic uncertainty caused by fluctuations in the prices of oil and other energy sources and inflationary trends or outlook; financing risks, including the availability of, and costs associated with, sources of liquidity; the Company's ability to refinance, or extend the maturity dates of, its indebtedness; the level and volatility of interest rates; the financial stability of tenants, including their ability to pay rent and the risk of tenant bankruptcies; the competitive environment in which the Company operates; acquisition, disposition, development and joint venture risks; property ownership and management risks; the Company's ability to maintain its status as a real estate investment trust for federal income tax purposes; potential environmental and other liabilities; impairment in the value of real estate property the Company owns; the impact of online retail competition and the perception that such competition has on the value of shopping center assets; risks related to the geographical concentration of the Company's properties in Florida, Indiana and Texas; insurance costs and coverage; risks associated with cybersecurity attacks and the loss of confidential information and other business interruptions; and other factors affecting the real estate industry generally. The Company refers you to the documents filed by the Company from time to time with the SEC, specifically the section titled "Risk Factors" in the Company's and the Operating Partnership's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, which discuss these and other factors that could adversely affect the Company's results. The Company undertakes no obligation to publicly update or revise these forward-looking statements, whether as a result of new information, future events or otherwise.

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