
Section 1: 8-K (8-K HEATH FEAR AGREEMENTS)

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): **November 5, 2018**

KITE REALTY GROUP TRUST

KITE REALTY GROUP, L.P.

(Exact name of registrant as specified in its charter)

Maryland
Delaware
(State or other jurisdiction
of incorporation)

1-32268
333-202666-01
(Commission
File Number)

11-3715772
20-1453863
(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.

Equity Award Agreements with Heath R. Fear

As previously disclosed, 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, and the Company entered into an Executive Employment Agreement with Mr. Fear (the “Employment Agreement”).

On November 5, 2018 (the “grant date”), pursuant to the terms of the Employment Agreement and in connection with the commencement of Mr. Fear’s employment thereunder, the Company granted Mr. Fear a sign-on award consisting of (i) 71,383 restricted shares of the Company’s common stock pursuant to the Company’s 2013 Equity Incentive Plan (as amended from time to time, the “2013 Plan”), subject to time-based vesting as described below (the “Time-Based Restricted Shares”) and (ii) 23,794 restricted shares of the Company’s common stock pursuant to the 2013 Plan, subject to performance-based requirements as described below (the “Performance-Based Restricted Shares”). On the grant date, the Time-Based Restricted Shares and the Performance-Based Restricted Shares collectively had an aggregate value of \$1.5 million.

With respect to the Time-Based Restricted Shares, the Company entered into a restricted share agreement with Mr. Fear in substantially the form attached as Exhibit 10.2 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 14, 2013. The Time-Based Restricted Shares will vest in equal installments on each of the first, second, third, and fourth anniversaries of the grant date, subject to Mr. Fear’s continued employment or other service on each applicable date. Except as otherwise provided in the Employment Agreement, unvested Time-Based Restricted Shares will be forfeited upon Mr. Fear’s termination of employment or other service.

With respect to the Performance-Based Restricted Shares, the Company entered into a restricted share agreement with Mr. Fear in substantially the form as Exhibit 10.1 attached to this Current Report on Form 8-K. The Performance-Based Restricted Shares may be earned based on the Company’s total shareholder return (“TSR”) measured over a three-year performance period commencing on the grant date, with the Company’s percentile ranking in TSR performance compared to the range of TSR performance of a group of peer companies, as set forth in the restricted share agreement. If the Company’s TSR performance is in the 30th percentile, 50% of the Performance-Based Restricted Shares (the “threshold shares”) will be earned, and if the Company’s TSR performance is in or above the 50th percentile, 100% of the Performance-Based Restricted Shares (the “target shares”) will be earned. If the Company’s TSR performance falls between the 30th and 50th percentiles, then a number of Performance-Based Restricted Shares between the threshold shares and the target shares, determined by linear interpolation, will be earned. If earned at the end of the performance period, the earned Performance-Based Restricted Shares will vest in full on the fourth anniversary of the grant date, subject to Mr. Fear’s continued employment or other service on such date. Performance-Based Restricted Shares that are not earned at the end of the performance period will be forfeited, and except as otherwise provided in the Employment Agreement, unvested Performance-Based Restricted Shares (whether earned or unearned) will be forfeited upon Mr. Fear’s termination of employment or other service.

The foregoing summary of the terms and conditions of the award agreements is qualified in its entirety by reference to the Form of Restricted Share Agreement attached as Exhibit 10.2 of the Company’s Current Report on Form 8-K filed on May 14, 2013, and the Form of Performance Restricted Share Agreement attached hereto as Exhibit 10.1, each of which is incorporated herein by reference.

Indemnification Agreement with Heath R. Fear

Also on November 5, 2018, the Company and Kite Realty Group, L.P. (the “Operating Partnership”) entered into an indemnification agreement with Mr. Fear (the “Indemnification Agreement”). Subject to certain terms and conditions, the Indemnification Agreement generally requires the Company and the Operating Partnership to indemnify Mr. Fear against judgments, penalties, fines, and settlements and reasonable expenses actually incurred by or on behalf of Mr. Fear in connection with any legal proceeding arising by reason of his status as an officer of the Company.

The foregoing summary of the terms and conditions of the Indemnification Agreement is qualified in its entirety by reference to the full text of the Indemnification Agreement, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

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.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number

10.1	Form of Performance Restricted Share Agreement under 2013 Equity Incentive Plan
10.2	Indemnification Agreement, dated as of November 5, 2018, by and among Kite Realty Group Trust, Kite Realty Group, L.P. and Heath R. Fear

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: November 7, 2018

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

KITE REALTY GROUP, L.P.

By: Kite Realty Group Trust, its sole general partner

Date: November 7, 2018

/s/ Scott E. Murray
Scott E. Murray
Executive Vice President, General Counsel
and Corporate Secretary

EXHIBIT INDEX

Exhibit Number	Description
10.1	Form of Performance Restricted Share Agreement under 2013 Equity Incentive Plan
10.2	Indemnification Agreement, dated as of November 5, 2018, by and among Kite Realty Group Trust, Kite Realty Group, L.P. and Heath R. Fear

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Section 2: EX-10.1 (EXHIBIT 10.1)

Exhibit 10.1

Grant No.: _____

**KITE REALTY GROUP TRUST
2013 EQUITY INCENTIVE PLAN**

PERFORMANCE RESTRICTED SHARE AGREEMENT

COVER SHEET

Kite Realty Group Trust, a Maryland real estate investment trust (the “**Company**”), grants common shares of beneficial interest, \$.01 par value per share, of the Company (the “**Shares**”), to the Grantee named below, subject to the achievement of performance goals over a performance period and other vesting conditions set forth in the attached Performance Restricted Share Agreement. Additional terms and conditions of the grant are set forth on this cover sheet and in the attached Performance Restricted Share Agreement (together, the “**Agreement**”), in the Company’s 2013 Equity Incentive Plan, as amended from time to time (the “**Plan**”), and in any written employment or other written compensatory agreement between you and the Company or any Affiliate (if any, the “**Employment Agreement**”).

Grant Date: _____
Name of Grantee: _____
Target Number of Shares Covered by Grant: _____
Purchase Price per Share: \$ _____
Performance Period: _____

By signing this cover sheet, you agree to all of the terms and conditions described in the Agreement and in the Plan, a copy of which is also attached. You acknowledge that you have carefully reviewed the Plan and agree that the Plan and the Employment Agreement, as applicable, will control in the event any provision of this Agreement should

appear to be inconsistent.

Grantee: _____ Date: _____
(Signature)

Company: _____ Date: _____
(Signature)

Name: _____
Title: _____

Attachments

This is not a share certificate or a negotiable instrument.

**KITE REALTY GROUP TRUST
2013 EQUITY INCENTIVE PLAN**

PERFORMANCE RESTRICTED SHARE AGREEMENT

This Agreement evidences an award of the number of Shares set forth on the cover sheet, at the Purchase Price set forth on the cover sheet, and subject to the terms and conditions described below (“**Restricted Shares**”). The purchase price for the Restricted Shares is deemed paid by your services to the Company.

Restricted Shares

**Nontransferability of Unvested
Restricted Shares**

To the extent not yet vested, your Restricted Shares may not be sold, transferred, assigned, pledged, hypothecated, or otherwise encumbered, whether by operation of law or otherwise, nor may the Restricted Shares be made subject to execution, attachment, or similar process.

The Company will issue your Restricted Shares in your name as of the Grant Date.

The number of Shares, if any, that are eligible to vest pursuant to the terms of this Agreement (the “**Eligible Shares**”) will be calculated based on the attainment, as determined by the Committee, of the performance goals described in **Exhibit C** to this Agreement (the “**Performance Goals**”) over the Performance Period set forth on the cover sheet, which number of Eligible Shares may be equal to all or a portion, including none, of the Target Number of Shares set forth on the cover sheet of this Agreement.

Promptly following the completion of the Performance Period (and no later than seventy-five (75) days following the end of the Performance Period), the Committee will review and certify in writing (i) whether, and to what extent, the Performance Goals for the Performance Period have been achieved and (ii) the number of Eligible Shares (such date, the “**Certification Date**”). Such certification will be final, conclusive, and binding. If the Committee’s certification of the Performance Goals produces a fractional Eligible Share, the number of Eligible Shares shall be rounded down to the next whole integer.

Your right to the Eligible Shares will vest on the fourth (4th) anniversary of the Grant Date (the “**Vesting Date**”), subject to your continued Service through the Vesting Date. If, however, you are restricted from selling Shares on the Vesting Date pursuant to the Company’s policy on insider trading, your Shares that would have vested on the Vesting Date will vest on the first date that is during a window period in which Company insiders are not restricted from selling Shares, provided you then continue in Service.

Except as otherwise provided in your Employment Agreement, (i) if your Service terminates as a result of your death or Disability during the Performance Period, the Target Number of Shares set forth on the cover sheet of this Agreement shall vest on the effective date of your termination of Service and (ii) if your Service terminates as a result of your death or Disability following the end of the Performance Period but prior to the Vesting Date, the Eligible Shares (if any) shall vest on the later of (A) the effective date of your termination of Service and (B) the Certification Date.

Except as set forth above, no Restricted Shares will vest after your Service has terminated for any reason.

Issuance and Vesting

Except as otherwise provided in your Employment Agreement, in the event that your Service terminates for any reason other than death or Disability, you will forfeit to the Company all of the Restricted Shares (including any Eligible Shares) that have not yet vested.

Effective as of the Certification Date, you will forfeit to the Company all of the Restricted Shares that do not become Eligible Shares, as determined by the Committee.

Forfeiture of Unvested Shares

The issuance of the Shares upon the grant of Restricted Shares pursuant to this Agreement will be evidenced in such a manner as the Company, in its discretion, deems appropriate, including, without limitation, book entry, registration, or issuance of one or more share certificates, with any unvested Restricted Shares bearing the appropriate restrictions imposed by this Agreement. As your interest in the Restricted Shares vests, the recordation of the number of Restricted Shares attributable to you will be appropriately modified if necessary.

Each issuance of shares (whether by book entry, registration, or issuance of share certificates) will be accompanied by a duly executed Assignment Separate from Certificate in the form attached as **Exhibit A** to this Agreement.

Evidence of Issuance

You agree, as a condition of this grant, that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the vesting of Shares acquired under this grant or otherwise relating to your Restricted Shares. In the event that the Company or any Affiliate determines that any federal, state, local, or foreign tax or withholding payment is required relating to the vesting of Shares arising from this grant or otherwise relating to the Restricted Shares, the Company or any Affiliate will have the right to (i) require you to tender a cash payment, (ii) deduct from payments of any kind otherwise due to you, (iii) permit or require you to enter into a “same day sale” commitment with a broker-dealer that is a member of the Financial Industry Regulation Authority (a “**FINRA Dealer**”) whereby you irrevocably elect to sell a portion of the Shares to be vested in connection with this grant to satisfy withholding obligations and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the withholding obligations directly to the Company or an Affiliate, or (iv) require you to deliver to the Company Shares already owned by you to meet such obligations; provided that the Shares delivered must have an aggregate Fair Market Value equal to the withholding obligation and may not be subject to any repurchase, forfeiture, unfulfilled vesting, or other similar requirements.

Withholding Taxes

Under Code Section 83, the difference between the purchase price paid for the Shares and their fair market value on the date any forfeiture restrictions applicable to such Shares lapse will be reportable as ordinary income at that time. For this purpose, “forfeiture restrictions” include the forfeiture of unvested Shares that is described above. You may elect to be taxed at the time the Shares are acquired, rather than when such Shares cease to be subject to such forfeiture restrictions, by filing an election under Code Section 83(b) with the Internal Revenue Service within 30 days after the Grant Date. You will have to make a tax payment to the extent the Purchase Price is less than the fair market value of the Shares on the Grant Date. No tax payment will have to be made to the extent the Purchase Price is at least equal to the fair market value of the shares on the Grant Date. The form for making this election is attached as **Exhibit B** to this Agreement. Failure to make this filing within the 30 day period will result in the recognition of ordinary income by you (in the event the fair market value of the shares as of the vesting date exceeds the purchase price) as the forfeiture restrictions lapse.

**Section 83(b)
Election**

YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE COMPANY’S, TO FILE A TIMELY ELECTION UNDER CODE SECTION 83(b), EVEN IF YOU REQUEST THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON YOUR BEHALF. YOU ARE RELYING SOLELY ON YOUR OWN ADVISORS WITH RESPECT TO THE DECISION AS TO WHETHER OR NOT TO FILE ANY CODE SECTION 83(b) ELECTION.

Retention Rights

This Agreement does not give you the right to be retained by the Company or an Affiliate in any capacity. Unless otherwise specified in your Employment Agreement, the Company and its Affiliates reserve the right to terminate your Service at any time and for any reason.

You have the right to vote the Restricted Shares and, subject to this provision, to receive any dividends declared or paid on such Shares.

Any Share distributions you receive as a result of any share split, share dividend, combination of Shares, or other similar transaction will be deemed to be a part of the Restricted Shares and subject to the same conditions and restrictions applicable thereto. The Company may in its sole discretion require any dividends paid on unvested Shares to be reinvested in Shares, which the Company may in its sole discretion deem to be a part of the Restricted Shares and subject to the same conditions and restrictions applicable to the Restricted Shares.

Any cash dividend with respect to the Restricted Shares (including the Eligible Shares) will be subject to the same conditions and restrictions applicable the Restricted Shares. Any such cash dividends will be accrued from the Grant Date to the date on which the Restricted Shares vest, and such cash dividends will be paid to you as soon as practicable after the date on which your Restricted Shares vest and, in any event, no later than March 15th of the calendar year after your Restricted Shares vest.

Except as described in the Plan, no adjustments are made for dividends or other rights if the applicable record date occurs before an appropriate book entry is made (or your share certificate is issued).

Shareholder Rights

In the event of a split, a dividend, or a similar change in the Shares, the number of Shares covered by this grant will be adjusted pursuant to the Plan.

Your Restricted Shares will be subject to the terms of the agreement of merger, liquidation, or reorganization in the event the Company is subject to such corporate activity.

Adjustments

If and to the extent that the Shares are represented by certificates rather than book entry, all certificates representing the Shares issued in connection with this grant will, where applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR HIS OR HER PREDECESSOR IN INTEREST. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND WILL BE FURNISHED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY BY THE HOLDER OF RECORD OF THE SHARES REPRESENTED BY THIS CERTIFICATE.”

To the extent the Shares are represented by a book entry, such book entry will contain an appropriate legend or restriction similar to the foregoing.

Legends

This Agreement will be interpreted and enforced under the laws of the State of Maryland, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

Applicable Law

The text of the Plan is incorporated in this Agreement by reference. Certain capitalized terms used in this Agreement are defined in the Plan and have the meaning set forth in the Plan.

This Agreement, the Plan, and your Employment Agreement constitute the entire understanding between you and the Company regarding this grant of Restricted Shares. Any prior agreements, commitments, or negotiations concerning this grant are superseded.

The Plan

In order to administer the Plan, the Company may process personal data about you. Such data includes, but is not limited to, the information provided in this Agreement and any changes thereto, other appropriate personal and financial data about you such as home address and business addresses and other contact information, payroll information, and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan.

By accepting this grant, you give explicit consent to the Company to process any such personal data. You also give explicit consent to the Company to transfer any such personal data outside the country in which you work or are employed, including, with respect to non-U.S. resident Grantees, to the United States, to transferees who will include the Company and other persons who are designated by the Company to administer the Plan.

Data Privacy

The grant of Restricted Shares under this Agreement is intended to be exempt from, or to comply with, Code Section 409A to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement will be interpreted and administered to be in compliance with Code Section 409A. Notwithstanding anything to the contrary in the Plan or this Agreement, neither the Company, its Affiliates, the Board, nor the Committee will have any obligation to take any action to prevent the assessment of any excise tax or penalty on you under Code Section 409A, and neither the Company, its Affiliates, the Board, nor the Committee will have any liability to you for such tax or penalty.

Code Section 409A

The Company may choose to deliver certain statutory materials relating to the Plan in electronic form. By accepting this grant, you agree that the Company may deliver the Plan prospectus and the Company's annual report to you in an electronic format. If at any time you would prefer to receive paper copies of these documents, as you are entitled to, the Company would be pleased to provide copies. Please contact Scott E. Murray at (317) 577-5600 to request paper copies of these documents.

Consent to Electronic Delivery

By signing the cover sheet of this Agreement, you agree to all of the terms and conditions described above and in the Plan.

EXHIBIT A

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, _____ sells, assigns, and transfers to Kite Realty Group Trust, a Maryland real estate investment trust (the “**Company**”), _____ (_____) common shares of beneficial interest of the Company represented by Certificate No. ___ and does hereby irrevocably constitute and appoint _____ to transfer the said shares on the books of the Company with full power of substitution in the premises.

Dated: _____, 20-----__

Print Name

Signature

Spouse Consent (if applicable)

_____ (Purchaser’s spouse) indicates by the execution of this Assignment his or her consent to be bound by the terms herein as to his or her interests, whether as community property or otherwise, if any, in the common shares of beneficial interest of the Company.

Signature

INSTRUCTIONS: PLEASE DO NOT FILL IN ANY BLANKS OTHER THAN THE SIGNATURE LINE. THE PURPOSE OF THIS ASSIGNMENT IS TO ENABLE THE COMPANY TO CAUSE THE FORFEITURE OF YOUR UNVESTED SHARES AS SET FORTH IN THE AGREEMENT WITHOUT REQUIRING ADDITIONAL SIGNATURES ON THE PART OF PURCHASER.

EXHIBIT B

**ELECTION UNDER SECTION 83(b) OF
THE INTERNAL REVENUE CODE**

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and social security number of the undersigned:

Name:

Address:

Social Security No. :

2. Description of property with respect to which the election is being made:

23,794 common shares of beneficial interest, par value \$.01 per share, of Kite Realty Group Trust, a Maryland real estate investment trust (the "**Company**").

3. The date on which the property was transferred is _____, 20__.

4. The taxable year to which this election relates is calendar year 20__.

5. Nature of restrictions to which the property is subject:

The common shares of beneficial interest are subject to the provisions of a Performance Restricted Share Agreement between the undersigned and the Company. The shares are subject to forfeiture under the terms of the Agreement.

6. The fair market value of the property at the time of transfer (determined without regard to any lapse restriction) was \$_____ per share, for a total of \$_____.

7. The amount paid by taxpayer for the property was \$_____.

8. A copy of this statement has been furnished to the Company.

Dated: _____, 20__

Taxpayer's Signature

Taxpayer's Printed Name

**PROCEDURES FOR MAKING ELECTION
UNDER SECTION 83(b) of the INTERNAL REVENUE CODE**

The following procedures **must** be followed with respect to the attached form for making an election under Section 83(b) of the Internal Revenue Code in order for the election to be effective:

1. You must file one copy of the completed election form with the IRS Service Center where you file your federal income tax returns within 30 days after the Grant Date of your Restricted Shares.
2. At the same time you file the election form with the IRS, you must also give a copy of the election form to the Secretary of the Company.

EXHIBIT C

PERFORMANCE GOALS The Company may in future awards develop different performance goals and ranges, based on any of the various metrics under the Kite Realty Group Trust 2013 Equity Incentive Plan.

One hundred percent (100%) of the Target Number of Shares set forth on the cover sheet of this Agreement shall be eligible to vest based on the Company's relative TSR performance over the Performance Period as measured against the component companies constituting the Peer Group Companies, as set forth below.

	TSR Percentile for the Performance Period	Number of Eligible Shares
Threshold	30 th percentile	50% of the Target Number of Shares
Target	50 th percentile	100% of the Target Number of Shares

1. If the Company's TSR Percentile for the Performance Period is less than the Threshold TSR Percentile specified in the table above, no Shares shall be eligible to vest for the Performance Period.
2. If the Company's TSR Percentile for the Performance Period equals the Threshold TSR Percentile specified in the table above, then 50% of the Target Number of Shares (the "**Threshold Number of Shares**") shall be eligible to vest for the Performance Period.
3. If the Company's TSR Percentile for the Performance Period equals or exceeds the Target TSR Percentile specified in the table above, then 100% of the Target Number of Shares shall be eligible to vest for the Performance Period.
4. If the Company's TSR Percentile for the Performance Period exceeds the Threshold TSR Percentile specified in the table above but is less than the Target TSR Percentile specified in the table above, then a number of Shares between the Threshold Number of Shares and the Target Number of Shares, determined by linear interpolation, shall be eligible to vest for the Performance Period.
5. In no event shall more than the Target Number of Shares vest under this Agreement.

Definitions

The capitalized terms below shall have the following meanings for purposes of this **Exhibit C**. Capitalized terms that are used but not defined herein shall have the meanings provided in the Plan or in the Agreement to which this **Exhibit C** is attached.

- (i) "**Commencement Date**" means the first day of the Performance Period.
- (ii) "**Final Per Share Value**" means the Fair Market Value of one (1) Share as of the Measurement Date.
- (iii) "**Initial Per Share Value**" means the Fair Market Value of one (1) Share as of the Commencement Date.
- (iv) "**Measurement Date**" means the last day of the Performance Period.
- (v) "**Peer Group Companies**" means, as of the Grant Date, the fourteen companies as listed in the chart below. In the event that a company listed as part of the Peer Group Companies experiences a merger, acquisition, spinoff, or other corporate transaction in which the company is not the surviving entity or ceases to be a company listed on a Securities Market, such company shall be eliminated from the Peer Group Companies for the entire Performance Period and shall not be treated as a constituent member of the Peer Group Companies for purposes of the calculations under this **Exhibit C**. In such a situation, for purposes of the calculations under this **Exhibit C**, the remaining companies shall constitute the Peer Group Companies.

Acadia Realty Trust
Agree Realty Corporation
Cedar Realty Trust, Inc.
Pennsylvania Real Estate Trust
Ramco-Gershenson Property Trust
Retail Opportunity Investments Corp.
Retail Properties of America, Inc.
Seritage Growth Properties
SITE Centers Corp.
Tanger Factory Outlet Centers, Inc.
Urstadt Biddle Properties Inc.
Urban Edge Properties
Weingarten Realty Investors
Washington Prime Group Inc.

(vi) “**TSR**” means the percentage appreciation (positive or negative) in the Fair Market Value of one (1) Share from the Commencement Date to the Measurement Date, determined by dividing (1) the sum of (A) the excess of the Final Per Share Value over the Initial Per Share Value, plus (B) the aggregate dividends (including special dividends) per Share with a record date on or after the Commencement Date and prior to or on the Measurement Date (assuming the reinvestment of dividends as calculated by a third party such as SNL Financial), by (2) the Initial Per Share Value. In the event of a change in capitalization set forth in Section 17.1 of the Plan that occurs during the Performance Period, the Committee shall make appropriate adjustments to TSR or the component measures thereunder as it determines, in its sole discretion, to be necessary to maintain the Grantee’s rights hereunder so that they are substantially proportionate to the rights existing under this Agreement prior to such change in capitalization.

(vii) “**TSR Percentile**” means, as of the Measurement Date, the percentile ranking (as determined in accordance with standard statistical methodology) of the Company’s TSR over the Performance Period as compared to the range of total shareholder return of the component companies among the Peer Group Companies (calculated in a manner consistent with TSR calculations under this Exhibit C) over the Performance Period.

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Section 3: EX-10.2 (EXHIBIT 10.2)

Exhibit 10.2

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this “Agreement”) is entered into as of November 5, 2018, by and among Kite Realty Group Trust, a Maryland real estate investment trust (the “Company”), Kite Realty Group, L.P., a Delaware limited partnership (the “Operating Partnership” and together with the Company, the “Indemnitors”), and Heath R. Fear (the “Indemnitee”). This Agreement shall be effective for all purposes as of November 5, 2018, the date on which the Indemnitee was first employed as an officer of the Company,

WHEREAS, the Indemnitee is an officer or a member of the Board of Trustees of the Company and in such capacity is performing a valuable service for the Company and the Operating Partnership;

WHEREAS, Maryland law permits the Company to enter into contracts with its officers or members of its Board of Trustees with respect to indemnification of, and advancement of expenses to, such persons;

WHEREAS, the Articles of Amendment and Restatement of Declaration of Trust of the Company, as amended and supplemented (the “Declaration of Trust”), authorizes the Company to indemnify and advance expenses to its officers and trustees to the maximum extent permitted by Maryland law in effect from time to time;

WHEREAS, the Second Amended and Restated Bylaws of the Company, as amended (the “Bylaws”), provide that each officer and trustee of the Company shall be indemnified by the Company to the maximum extent permitted by Maryland law in effect from time to time and shall be entitled to advancement of expenses consistent with Maryland law;

WHEREAS, the Company is the general partner of, and conducts substantially all of its business through, the Operating Partnership;

WHEREAS, the Amended and Restated Partnership Agreement of the Operating Partnership, as amended (the “Partnership Agreement”), provides for indemnification and advancement of expenses to the Company and its officers and trustees consistent with the applicable provisions of Maryland law, subject to the same limitations on indemnity and advancement of expenses that apply under Maryland law to indemnity and advancement of expenses by the Company of its officers and trustees;

WHEREAS, to induce the Indemnitee to provide services to the Company as an officer or a member of the Board of Trustees, and to provide the Indemnitee with specific contractual assurance that indemnification will be available to the Indemnitee regardless of, among other things, any amendment to or revocation of the Declaration of Trust, the Bylaws or the Partnership Agreement, or any acquisition transaction relating to the Company, the Indemnitors desire to provide the Indemnitee with protection against personal liability as set forth herein;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Indemnitors and the Indemnitee hereby agree as follows:

1. **DEFINITIONS.**

For purposes of this Agreement:

- (A) “Change in Control” shall mean
- i. the dissolution or liquidation of the Company;
 - ii. 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;
 - iii. a sale of all or substantially all of the assets of the Company to another person or entity;
 - iv. 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
 - v. individuals who, as of the date hereof, constitute the Board of Trustees (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board of Trustees; 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 of Trustees.
- (B) “Corporate Status” describes the status of a person who is or was a trustee or officer of the Company (or of any domestic or foreign predecessor entity of the Company in a merger, consolidation or other transaction in which the predecessor’s interest ceased upon consummation of the transaction) or is or was serving at the request of the Company (or any such predecessor entity) as a director, officer, partner (limited or general), member, trustee, employee or agent of any other foreign or domestic corporation, partnership, joint venture, limited liability company, trust, other enterprise (whether conducted for profit or not for profit) or employee benefit plan. The Company (and any domestic or foreign predecessor entity of the Company in a merger, consolidation or other transaction in which the predecessor’s existence ceased upon consummation of the transaction) shall be deemed to have requested the Indemnitee to serve an employee benefit plan where the performance of the Indemnitee’s duties to the Company (or any such predecessor entity) also imposes or imposed duties on, or otherwise involves or involved services by, the Indemnitee to the plan or participants or beneficiaries of the plan.
- (C) “Expenses” shall include all attorneys’ and paralegals’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding

costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness in a Proceeding.

- (D) "Proceeding" includes any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing, or any other proceeding, including appeals therefrom, whether civil, criminal, administrative, or investigative, except one initiated by the Indemnitee pursuant to paragraph 8 of this Agreement to enforce such Indemnitee's rights under this Agreement.
- (E) "Special Legal Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, or in the past two years has been, retained to represent (i) the Indemnitors or the Indemnitee in any matter material to either such party, or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder.

2. **INDEMNIFICATION**

The Indemnitee shall be entitled to the rights of indemnification provided in this paragraph 2 and under applicable law, the Declaration of Trust, the Bylaws, the Partnership Agreement, any other agreement, a vote of shareholders or resolution of the Board of Trustees or otherwise if, by reason of such Indemnitee's Corporate Status, such Indemnitee is, or is threatened to be made, a party to any threatened, pending, or completed Proceeding, including a Proceeding by or in the right of the Company or the Operating Partnership. Unless prohibited by paragraph 13 hereof and subject to the other provisions of this Agreement, the Indemnitee shall be indemnified hereunder, to the maximum extent provided by Maryland law in effect from time to time, against judgments, penalties, fines, and settlements and reasonable Expenses actually incurred by or on behalf of such Indemnitee in connection with such Proceeding or any claim, issue or matter therein; provided, however, that if such Proceeding was one by or in the right of the Company or the Operating Partnership, indemnification may not be made in respect of such Proceeding if the Indemnitee shall have been adjudged to be liable to the Company or the Operating Partnership. For purposes of this paragraph 2, excise taxes assessed on the Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines.

3. **EXPENSES OF A SUCCESSFUL PARTY**

Without limiting the effect of any other provision of this Agreement and without regard to the provisions of paragraph 6 hereof, to the extent that the Indemnitee is, by reason of such Indemnitee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding pursuant to a final non-appealable order, such Indemnitee shall be indemnified against all reasonable Expenses actually incurred by or on behalf of such Indemnitee in connection therewith. If the Indemnitee is not wholly successful in such Proceeding pursuant to a final non-appealable order but is successful, on the merits or otherwise, as to one or more but less than all claims, issues, or matters in such Proceeding pursuant to a final non-appealable order, the Indemnitors shall indemnify the Indemnitee against all reasonable Expenses actually incurred by or on behalf of such Indemnitee in connection with each successfully resolved claim, issue or matter. For purposes of this paragraph and without limitation, the termination of any claim, issue or matter in such Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

4. **ADVANCEMENT OF EXPENSES**

The Indemnitors shall advance all reasonable Expenses incurred by or on behalf of the Indemnitee in connection with any Proceeding within 20 days after the receipt by the Indemnitors of a statement from the Indemnitee requesting such advance from time to time, whether prior to or after final disposition of such Proceeding. Such statement shall reasonably evidence the Expenses incurred or to be incurred by the Indemnitee and shall include or be preceded or accompanied by (i) a written affirmation by the Indemnitee

of the Indemnitee's good faith belief that the standard of conduct necessary for indemnification by the Indemnitors as authorized by this Agreement has been met and (ii) a written undertaking by or on behalf of the Indemnitee to repay the amounts advanced if it should ultimately be determined that the standard of conduct has not been met. The undertaking required by clause (ii) of the immediately preceding sentence shall be an unlimited general obligation of the Indemnitee but need not be secured and may be accepted without reference to financial ability to make the repayment.

5. **WITNESS EXPENSES**

Notwithstanding any other provision of this Agreement, to the extent that the Indemnitee is, by reason of such Indemnitee's Corporate Status, a witness for any reason in any Proceeding to which such Indemnitee is not a named defendant or respondent, such Indemnitee shall be indemnified by the Indemnitors against all Expenses actually incurred by or on behalf of such Indemnitee in connection therewith.

6. **DETERMINATION OF ENTITLEMENT TO AND AUTHORIZATION OF INDEMNIFICATION**

- (A) To obtain indemnification under this Agreement, the Indemnitee shall submit to the Indemnitors a written request, including therewith such documentation and information reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification.
- (B) Indemnification under this Agreement may not be made unless authorized for a specific Proceeding after a determination has been made in accordance with this paragraph 6(B) that indemnification of the Indemnitee is permissible in the circumstances because the Indemnitee has met the following standard of conduct: the Indemnitors shall indemnify the Indemnitee in accordance with the provisions of paragraph 2 hereof, unless it is established that: (a) the act or omission of the Indemnitee was material to the matter giving rise to the Proceeding and (x) was committed in bad faith or (y) was the result of active and deliberate dishonesty; (b) the Indemnitee actually received an improper personal benefit in money, property or services; or (c) in the case of any criminal proceeding, the Indemnitee had reasonable cause to believe that the act or omission was unlawful. Upon receipt by the Indemnitors of the Indemnitee's written request for indemnification pursuant to paragraph 6(A), a determination as to whether the applicable standard of conduct has been met shall be made within the period specified in paragraph 6(E): (i) if a Change in Control shall have occurred, by Special Legal Counsel in a written opinion to the Board of Trustees, a copy of which shall be delivered to the Indemnitee, with Special Legal Counsel selected by the Indemnitee (unless the Indemnitee shall request that such determination be made by the person or persons and in the manner provided in clause (ii) of this paragraph 6(B), in which event the provisions of such clause (ii) shall apply) (If the Indemnitee selects Special Legal Counsel to make the determination under this clause (i), the Indemnitee shall give prompt written notice to the Indemnitors advising them of the identity of the Special Legal Counsel so selected); or (ii) if a Change in Control shall not have occurred, (A) by the Board of Trustees by a majority vote of a quorum consisting of trustees not, at the time, parties to the Proceeding, or, if such quorum cannot be obtained, then by a majority vote of a committee of the Board of Trustees consisting solely of two or more trustees not, at the time, parties to such Proceeding and who were duly designated to act in the matter by a majority vote of the full Board of Trustees in which the designated trustees who are parties may participate, (B) by Special Legal Counsel in a written opinion to the Board of Trustees, a copy of which shall be delivered to the Indemnitee, with Special Legal Counsel selected by the Board of Trustees or a committee of the Board of Trustees by vote as set forth in subparagraph (ii)(A) of this paragraph 6(B), or, if the requisite quorum of the full Board of Trustees cannot be obtained therefor and the committee cannot be established, by a majority

of the full Board of Trustees in which trustees who are parties to the Proceeding may participate (If the Indemnitors select Special Legal Counsel to make the determination under this clause (ii), the Indemnitors shall give prompt written notice to the Indemnitee advising him or her of the identity of the Special Legal Counsel so selected) or (C) by the shareholders of the Company. If it is so determined that the Indemnitee is entitled to indemnification, payment to the Indemnitee shall be made within 10 days after such determination. Authorization of indemnification and determination as to reasonableness of Expenses shall be made in the same manner as the determination that indemnification is permissible. However, if the determination that indemnification is permissible is made by Special Legal Counsel under clause (B) above, authorization of indemnification and determination as to reasonableness of Expenses shall be made in the manner specified under clause (B) above for the selection of such Special Legal Counsel.

- (C) The Indemnitee shall cooperate with the person or entity making such determination with respect to the Indemnitee's entitlement to indemnification, including providing upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to the Indemnitee and reasonably necessary to such determination. Any reasonable costs or expenses (including reasonable attorneys' fees and disbursements) incurred by the Indemnitee in so cooperating shall be borne by the Indemnitors (irrespective of the determination as to the Indemnitee's entitlement to indemnification) and the Indemnitors hereby indemnify and agree to hold the Indemnitee's harmless therefrom.
- (D) In the event the determination of entitlement to indemnification is to be made by Special Legal Counsel pursuant to paragraph 6(B) hereof, the Indemnitee, or the Indemnitors, as the case may be, may, within seven days after such written notice of selection shall have been given, deliver to the Indemnitors or to the Indemnitee, as the case may be, a written objection to such selection. Such objection may be asserted only on the grounds that the Special Legal Counsel so selected does not meet the requirements of "Special Legal Counsel" as defined in paragraph 1 of this Agreement. If such written objection is made, the Special Legal Counsel so selected may not serve as Special Legal Counsel until a court has determined that such objection is without merit. If, within 20 days after submission by the Indemnitee of a written request for indemnification pursuant to paragraph 6(A) hereof, no Special Legal Counsel shall have been selected or, if selected, shall have been objected to, either the Indemnitors or the Indemnitee may petition a court for resolution of any objection which shall have been made by the Indemnitors or the Indemnitee to the other's selection of Special Legal Counsel and/or for the appointment as Special Legal Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom an objection is so resolved or the person so appointed shall act as Special Legal Counsel under paragraph 6(B) hereof. The Indemnitors shall pay all reasonable fees and expenses of Special Legal Counsel incurred in connection with acting pursuant to paragraph 6(B) hereof, and all reasonable fees and expenses incident to the selection of such Special Legal Counsel pursuant to this paragraph 6(D). In the event that a determination of entitlement to indemnification is to be made by Special Legal Counsel and such determination shall not have been made and delivered in a written opinion within ninety (90) days after the receipt by the Indemnitors of the Indemnitee's request in accordance with paragraph 6(A), upon the due commencement of any judicial proceeding in accordance with paragraph 8(A) of this Agreement, Special Legal Counsel shall be discharged and relieved of any further responsibility in such capacity.
- (E) If the person or entity making the determination whether the Indemnitee is entitled to indemnification shall not have made a determination within 60 days after receipt by the Indemnitors of the request therefor, the requisite determination of entitlement to

indemnification shall be deemed to have been made and the Indemnitee shall be entitled to such indemnification, absent: (i) a misstatement by the Indemnitee of a material fact, or an omission of a material fact necessary to make the Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law. Such 60-day period may be extended for a reasonable time, not to exceed an additional 30 days, if the person or entity making said determination in good faith requires additional time for the obtaining or evaluating of documentation and/or information relating thereto. The foregoing provisions of this paragraph 6(E) shall not apply: (i) if the determination of entitlement to indemnification is to be made by the shareholders and if within 15 days after receipt by the Indemnitors of the request for such determination the Board of Trustees resolves to submit such determination to the shareholders for consideration at an annual or special meeting thereof to be held within 75 days after such receipt and such determination is made at such meeting, or (ii) if the determination of entitlement to indemnification is to be made by Special Legal Counsel pursuant to paragraph 6(B) of this Agreement.

7. **PRESUMPTIONS**

- (A) In making a determination with respect to entitlement or authorization of indemnification hereunder, the person or entity making such determination shall presume that the Indemnitee is entitled to indemnification under this Agreement and the Indemnitors shall have the burden of proof to overcome such presumption.
- (B) The termination of any Proceeding by conviction, or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the Indemnitee did not meet the requisite standard of conduct described herein for indemnification.

8. **REMEDIES**

- (A) In the event that: (i) a determination is made in accordance with the provisions of paragraph 6 that the Indemnitee is not entitled to indemnification under this Agreement, or (ii) advancement of reasonable Expenses is not timely made pursuant to this Agreement, or (iii) payment of indemnification due the Indemnitee under this Agreement is not timely made, the Indemnitee shall be entitled to an adjudication in an appropriate court of competent jurisdiction of such Indemnitee's entitlement to such indemnification or advancement of Expenses.
- (B) In the event that a determination shall have been made pursuant to paragraph 6 of this Agreement that the Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this paragraph 8 shall be conducted in all respects as a de novo trial on the merits. The fact that a determination had been made earlier pursuant to paragraph 6 of this Agreement that the Indemnitee was not entitled to indemnification shall not be taken into account in any judicial proceeding commenced pursuant to this paragraph 8 and the Indemnitee shall not be prejudiced in any way by reason of that adverse determination. In any judicial proceeding commenced pursuant to this paragraph 8, the Indemnitors shall have the burden of proving that the Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.
- (C) If a determination shall have been made or deemed to have been made pursuant to this Agreement that the Indemnitee is entitled to indemnification, the Indemnitors shall be bound by such determination in any judicial proceeding commenced pursuant to this paragraph 8, absent: (i) a misstatement by the Indemnitee of a material fact, or an omission of a material fact necessary to make the Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

- (D) The Indemnitors shall be precluded from asserting in any judicial proceeding commenced pursuant to this paragraph 8 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Indemnitors are bound by all the provisions of this Agreement.
- (E) In the event that the Indemnitee, pursuant to this paragraph 8, seeks a judicial adjudication of such Indemnitee's rights under, or to recover damages for breach of, this Agreement, if successful in whole or in part, the Indemnitee shall be entitled to recover from the Indemnitors, and shall be indemnified by the Indemnitors against, any and all reasonable Expenses actually incurred by such Indemnitee in such judicial adjudication.

9. **NOTIFICATION AND DEFENSE OF CLAIMS**

The Indemnitee agrees promptly to notify the Indemnitors in writing upon being served with any summons, citation, subpoena, complaint, indictment, information, or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder, but the failure so to notify the Indemnitors will not relieve the Indemnitors from any liability that the Indemnitors may have to Indemnitee under this Agreement unless the Indemnitors are materially prejudiced thereby. With respect to any such Proceeding as to which Indemnitee notifies the Indemnitors of the commencement thereof:

- (A) The Indemnitors will be entitled to participate therein at their own expense.
- (B) Except as otherwise provided below, the Indemnitors will be entitled to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee. After notice from the Indemnitors to Indemnitee of the Indemnitors' election so to assume the defense thereof, the Indemnitors will not be liable to Indemnitee under this Agreement for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ Indemnitee's own counsel in such Proceeding, but the fees and disbursements of such counsel incurred after notice from the Indemnitors of the Indemnitors' assumption of the defense thereof shall be at the expense of Indemnitee unless (a) the employment by counsel by Indemnitee has been authorized by the Indemnitors, (b) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Indemnitors and the Indemnitee in the conduct of the defense of such action, (c) such Proceeding seeks penalties or other relief against the Indemnitee with respect to which the Indemnitors could not provide monetary indemnification to the Indemnitee (such as injunctive relief or incarceration) or (d) the Indemnitors shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and disbursements of counsel shall be at the expense of the Indemnitors. The Indemnitors shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Indemnitors, or as to which Indemnitee shall have reached the conclusion specified in clause (b) above, or which involves penalties or other relief against Indemnitee of the type referred to in clause (c) above.
- (C) The Indemnitors shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any action or claim effected without the Indemnitors' written consent. The Indemnitors shall not settle any action or claim in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Indemnitors nor Indemnitee will unreasonably withhold or delay consent to any proposed settlement.

10. **NON-EXCLUSIVITY; SURVIVAL OF RIGHTS; INSURANCE SUBROGATION**

- (A) The rights of indemnification and to receive advancement of reasonable Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which the Indemnitee may at any time be entitled under applicable law, the Declaration of Trust, the Bylaws, the

Operating Partnership's Partnership Agreement, any other agreement, a vote of shareholders, a resolution of the Board of Trustees or otherwise. No amendment, alteration or repeal of this Agreement or any provision hereof shall be effective as to the Indemnitee with respect to any action taken or omitted by the Indemnitee as a member of the Board of Trustees prior to such amendment, alteration or repeal.

- (B) To the extent that the Company maintains an insurance policy or policies providing liability insurance for trustees and officers of the Company, the Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available and upon any "Change in Control" the Company shall use commercially reasonable efforts to obtain or arrange for continuation and/or "tail" coverage for the Indemnitee to the maximum extent obtainable at such time.
- (C) In the event of any payment under this Agreement, the Indemnitors shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and take all actions necessary to secure such rights, including execution of such documents as are necessary to enable the Indemnitors to bring suit to enforce such rights.
- (D) The Indemnitors shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that the Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement, or otherwise.

11. **CONTINUATION OF INDEMNITY**

- (A) All agreements and obligations of the Indemnitors contained herein shall continue during the period the Indemnitee is an officer or a member of the Board of Trustees of the Company and shall continue thereafter so long as the Indemnitee shall be subject to any threatened, pending or completed Proceeding by reason of such Indemnitee's Corporate Status and during the period of statute of limitations for any act or omission occurring during the Indemnitee's term of Corporate Status. This Agreement shall be binding upon the Indemnitors and their respective successors and assigns and shall inure to the benefit of the Indemnitee and such Indemnitee's heirs, executors and administrators.
- (B) The Company and the Operating Partnership shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company or the Operating Partnership, by written agreement in form and substance reasonably satisfactory to the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company and the Operating Partnership would be required to perform if no such succession had taken place.

12. **SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any paragraph of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that is not itself invalid, illegal, or unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any paragraph of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that is not itself invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal, or unenforceable.

13. **EXCEPTION TO RIGHT OF INDEMNIFICATION OR ADVANCEMENT OF EXPENSES**

Notwithstanding any other provisions of this Agreement, the Indemnitee shall not be entitled to indemnification or advancement of reasonable Expenses under this Agreement with respect to any Proceeding

initiated by such Indemnitee against the Indemnitors other than a proceeding commenced pursuant to paragraph 8.

14. **NOTICE TO THE COMPANY SHAREHOLDERS**

Any indemnification of, or advancement of reasonable Expenses, to an Indemnitee in accordance with this Agreement, if arising out of a Proceeding by or in the right of the Company, shall be reported in writing to the shareholders of the Company with the notice of the next the Company shareholders' meeting or prior to the meeting.

15. **PAYMENT BY THE OPERATING PARTNERSHIP OF AMOUNTS REQUIRED TO BE PAID OR ADVANCED BY THE COMPANY**

The obligations of the Company and the Operating Partnership under this Agreement shall be joint and several. The Operating Partnership shall promptly pay upon demand by the Company or the Indemnitee all amounts the Company is required to pay or advance hereunder.

16. **HEADINGS**

The headings of the paragraph of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

17. **MODIFICATION AND WAIVER**

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

18. **NOTICES**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, if so delivered or mailed, as the case may be, to the following addresses:

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

If to the Indemnitors, to:

Kite Realty Group Trust
Kite Realty Group, L.P.
30 S. Meridian Street
Suite 1100
Indianapolis, Indiana 46204
Attention: Scott E. Murray
Fax No.: (317) 577-5605

or to such other address as may have been furnished to the Indemnitee by the Indemnitors or to the Indemnitors by the Indemnitee, as the case may be.

19. **GOVERNING LAW**

The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without application of the conflict of laws principles thereof.

20. **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute an agreement binding on all of the parties hereto.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

KITE REALTY GROUP TRUST

By: /s/ Scott E. Murray

Name: Scott E. Murray

Title: Executive Vice President, General Counsel and Corporate Secretary

KITE REALTY GROUP, L.P.

By: Kite Realty Group Trust,
its general partner

By: /s/ Scott E. Murray

Name: Scott E. Murray

Title: Executive Vice President, General Counsel and Corporate Secretary

INDEMNITEE:

/s/ Heath R. Fear

Heath R. Fear