

LEASE AGREEMENT

Between

LEBANON PUBLIC BUILDING CORPORATION

LESSOR

And

CITY OF LEBANON REDEVELOPMENT COMMISSION

LESSEE

Dated as of _____, 20__

Relating to:

Fieldhouse Project

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this ____ day of _____, 20__, by and between the LEBANON PUBLIC BUILDING CORPORATION, as lessor (the “Lessor”), an Indiana nonprofit corporation, and the CITY OF LEBANON REDEVELOPMENT COMMISSION, as lessee (the “Lessee”), the governing body of the City of Lebanon Department of Redevelopment acting for and on behalf of the City of Lebanon, Indiana (the “City”).

WITNESSETH:

WHEREAS, the Lessor has been established as a nonprofit corporation and exists for the purpose of, among other matters, assisting the City and its various departments agencies, including the Lessee, in the financing, constructing, acquiring and leasing of local public improvements and economic development projects; and

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with Indiana Code 36-7-14 (the “Act”); and

WHEREAS, to foster continued economic development in the City, the Lessor, Lessee and the City desire to provide for the construction of an approximate 190,000 square foot indoor sports complex, featuring eight (8) basketball/volleyball courts, two fields to support football, soccer, rugby, lacrosse, baseball and softball, as well as ancillary uses such as conventions and wholesales (the “Fieldhouse Project”), together with related public infrastructure consisting of roads and utilities and related improvements (the “Public Infrastructure Project”); and

WHEREAS, the Fieldhouse Project will comprise approximately 12 acres of approximately 95.59 acres of development consisting of dining, a medical office building, retail, lodging, and market-rate multi-family housing, generally located at the southeast corner of I-65 and SR39 (collectively, the “Development”); and

WHEREAS, the Lessee has previously established the Lebanon Consolidated Economic Development Area (the “Area”) and, within the Area, the Fieldhouse Allocation Area (the “Allocation Area”), for the purposes of capturing property tax revenues generated from the incremental assessed value of real property located in the Allocation Area (the “TIF Revenues”), and the Fieldhouse Project will be in or physically connected to the Allocation Area; and

WHEREAS, the Public Infrastructure Project will support the Fieldhouse Project and the Development, and is expected to serve surrounding and future developments in, serving or benefitting the Area; and

WHEREAS, the Act authorizes the Lessee to enter into leases in connection with the issuance of Bonds by the City, with the proceeds thereof to be loaned to the Lessor, in accordance with Indiana Code 36-7-11.9 and -12, for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating economic development projects, including the Fieldhouse Project; and

WHEREAS, all or a portion of the costs of the Fieldhouse Project will be financed by the proceeds of Taxable Economic Development Lease Rental Bonds (Fieldhouse Project) to be issued by the City in the maximum original principal amount of [Thirty-Five Million Dollars][\$35,000,000] (the “Bonds”), pursuant to Indiana Code 36-7-11.9 and -12 (the “EDC Act”) and a Trust Indenture dated as of the first day of the month in which the Bonds are issued (the “Indenture”), between the City and the financial institution to be selected by the City to serve as bond trustee (the “Trustee”); and

WHEREAS, the proceeds of the Bonds will be loaned by the City to the Lessor pursuant to a Loan Agreement to be dated as of the first day of the month in which the Bonds are issued (the “Loan Agreement”), by and between the City and the Lessor, and the Lessor shall use the proceeds of the Bonds to finance the Fieldhouse Project; and

WHEREAS, the Bonds will be payable solely from payments made by the Lessor pursuant to the Loan Agreement; and

WHEREAS, the Lessor’s obligations under the Loan Agreement will be payable solely from the annual rentals to be paid by the Lessee under this Lease, and such payments by the Lessee under this Lease will be assigned by the Lessor to the Trustee to pay debt service on and other necessary incidental expenses related to the Bonds; and

WHEREAS, the Lessee has determined to enter into this Lease with the Lessor of the Leased Premises described in Exhibit A attached hereto (the “Leased Premises”) to enable the Lessor to pledge the rental payments hereunder to the payment of the Bonds thereby enabling the issuance of the Bonds by the City and the financing of all or a portion of the Fieldhouse Project; and

WHEREAS, the Lessor has acquired or will acquire an interest in the Leased Premises described in Exhibit A, and such interest shall be for a term no less than the term of this Lease; and

WHEREAS, the value of the Leased Premises is estimated to be not less than [Thirty-Five Million Dollars [\$35,000,000]]; and

WHEREAS, the total cost of the Fieldhouse Project to be financed with the proceeds of the Bonds, including, but not limited to, costs of acquisition, construction, improvements, architects’ and engineers’ fees, consultants’ services, legal and financing expenses, certain expenses of operation of the Lessor during construction, interest during construction, debt service reserves funded from bond proceeds, cash on hand or a combination thereof, and repayment of any funds advanced by the City or Lessee to meet preliminary expenses necessary to be paid prior to the issuance of the Bonds, is estimated to be not greater than [\$35,000,000]; and

WHEREAS, the Boone County Income Tax Council has imposed a local income tax pursuant to Indiana Code 6-3.6 (the “LIT Act”) on the gross income of county taxpayers; and

WHEREAS, Indiana Code 36-7-14-25.5 authorizes the Common Council of the City (the “Council”) to utilize the local income taxes distributed to the City as the certified shares component

of additional revenue derived from the expenditure rate under the LIT Act (the “LIT Revenues”) to pay amounts due under leases entered into by the Lessee under the Act; and

WHEREAS, pursuant to an Ordinance adopted by the Council on [_____, 2022], the City has pledged the LIT Revenues to the payment of the Fixed Annual Rentals (as defined herein) payable by the Lessee under the Lease, on a parity with the pledge of LIT Revenues to the lease rentals due under the Lebanon Public Building Corporation Lease Rental Refunding Revenue Bonds, Series 2013, currently outstanding in the aggregate principal amount of \$905,000 (the “Prior LIT Obligations”); and

WHEREAS, the Fixed Annual Rentals are payable solely from the LIT Revenues except that the Lessee expects, but is not required, to pay the lease rentals due under this Lease from any other revenues legally available to the Lessee as described in paragraph 3(c) of this Lease; and

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to Indiana Code 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Fieldhouse Project will serve the public purpose of the City and is in the best interests of its residents, and the City Council of the City has by resolution or ordinance approved this Lease, and the resolution or ordinance has been entered in the official records of the City Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Fieldhouse Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by resolution, and the resolution has been entered in the official records of the Lessor;

THIS AGREEMENT WITNESSETH THAT:

1. Acquisition of Interest in Leased Premises. The date by which the Lessor acquires the interest in the Leased Premises and the improvements thereon which are then available for use (collectively, the “Leased Premises”) shall be endorsed on this Lease at the end hereof by the parties to this Agreement, and such endorsement shall be recorded as an addendum to this Lease in the form attached hereto as Exhibit B.

2. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee all of the Lessor’s right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date on which the Lessee begins to make lease rental payments hereunder and ending on the day prior to a date not more than Twenty-Six (26) years thereafter. However, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased Premises pursuant to Section 12 and the payment of the option price, or (b) the payment or defeasance of all obligations issued by the City or the Lessor secured by this Lease or any portion thereof; provided that no bonds or other obligations of the City of the Lessor issued to finance or refinance the Leased Premises remain

outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, a leasehold and/or fee simple estate in the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

3. Lease Rental. (a) Fixed Rental Payments. The Lessee agrees to pay fixed annual rental for the use and occupancy of the Leased Premises at a maximum annual rate of Three Million Seven Hundred Thousand Dollars (\$3,700,000) (the “Fixed Annual Rentals”). The Fixed Annual Rentals shall be payable in advance in semi-annual installments on the dates set forth in Section 4 hereof.

After the sale of the Bonds issued to finance a portion of the acquisition and construction of the Fieldhouse Project, the annual installment of the Fixed Annual Rentals for the Leased Premises for each twelve-month period ending on each February 15 (each a “Bond Year”) shall be reduced to an amount equal to the multiple of \$1,000 next higher than the sum of principal and interest due on the Bonds in such Bond Year, plus Five Thousand Dollars (\$5,000), payable in semiannual installments commencing on the later of (i) the date the interest in the Leased Premises is acquired by the Lessor, or (ii) a date to be determined at the time of the sale of the Bonds, but no earlier than February 1, 2023. Such date and the amount of each semi-annual installment of such reduced Fixed Annual Rentals shall be endorsed on this Lease by the parties hereto at the time of issuance of the Bonds and recorded as an addendum in the form attached hereto as Exhibit C. If more than one series of Bonds is issued, the addendum shall be executed and recorded upon issuance of the final series of Bonds.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 3(a) for the Leased Premises (“Additional Rentals”) the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 7. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. If required under the Indenture, the Lessee shall also pay as Additional Rentals an amount necessary to replenish

the debt service reserve fund held under in the Indenture, including any amounts required to repay draws on a debt service reserve surety.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 3 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Fixed Annual Rentals and the Additional Rentals shall be payable solely from the LIT Revenues, on a parity with the Prior LIT Obligations. The Lessee may pay the Fixed Annual Rentals and the Additional Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee, including, but not limited to, (i) the TIF Revenues; (ii) Food and Beverage tax revenues collected by the City under Indiana Code 6-9-35 (the “Food and Beverage Tax Revenues”); (iii) innkeeper’s tax dollars generated from the Development and collected in Boone County, Indiana under Indiana Code 6-9-18, to the extent pledged by the Boone County Visitor and Convention Commission (the “Innkeeper’s Tax”); (iv) a minimum taxpayer payment by Developer; and (v) any payment by Developer of a portion of operating revenues of the Fieldhouse Project; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the LIT Revenues received by the Lessee.

4. Payment of Rentals. (a) The first lease rental payment shall be due on the later of (i) the date the Leased Premises is acquired by the Lessor, or (ii) a date to be determined at the time of the sale of the Bonds, but no earlier than February 1, 2023, as set forth in the addendum referred to in Section 3(a) above. If the first rental payment date on the Leased Premises is other than February 1 or August 1, the first rental payment shall be for an amount calculated at the rate for that semi-annual period from the date of payment to the next February 1 or August 1. Thereafter, rentals on the Leased Premises shall be payable in advance in semi-annual installments on February 1 and August 1 of each year. The last semi-annual rent payment on the Leased Premises due shall be adjusted to provide for a rental payment at the rate specified above from the date such installment is due to the expiration of this Lease.

(b) All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as trustee (“Trustee”) under the Trust Indenture between it and the City securing the Bonds (“Indenture”), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the Bonds to be issued by the City to finance all or a portion of the acquisition and construction of the Fieldhouse Project. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

5. Abatement of Rent. If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use or occupancy, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

Notwithstanding anything in the Lease to the contrary, in the event of partial or total destruction of the Leased Premises, on a best efforts basis, leasable property and improvements of substantially equal value to the Leased Premises destroyed shall be transferred to the Lessor by the City and/or the Lessee in substitute thereof, and the Fixed Annual Rentals and Additional Rentals provided for therein shall continue to be paid as provided by the Lease without interruption or abatement. In the event of such substitution, the substituted property shall become part of the leased property under the Lease for all purposes hereof.

6. Maintenance, Alterations and Repairs. The Lessee assumes all responsibility for operation, maintenance, repairs and alterations to the Leased Premises, but may enter into a sublease, subleases, contract or contracts with one or more parties for the operation, maintenance, repair and alterations of the Leased Premises or any portion of the Leased Premises. At the end of the term of the Lease, the Lessee shall deliver the Leased Premises to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property for replacement property which replacement property will belong to the Lessee upon payment to the Trustee of an amount equal to the trade- in value of such property. The Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to the Lessee.

7. Insurance. The Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises, to the extent commercially available, insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of facilities of a similar type, with good and responsible insurance companies acceptable to the Lessor and duly qualified to issue insurance policies in Indiana. Such insurance shall be in an amount equal to the outstanding principal amount of the bonds on or before the beginning of the term of the Lease and on or before the first day of April of each year thereafter. During the full term of the Lease, to the extent commercially available, the Lessee will also, at its own expense, maintain rent or rental value insurance in amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section. During the full term of this Lease, the Lessee shall, at its own expense, carry combined

bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 7 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

8. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's use of the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall

be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

9. General Covenant. The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, except as provided in Section 6 hereof, without the written consent of the Lessor. The Lessee shall use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities. The obligation to pay any lease rentals under this Lease shall not be considered debt of the Lessee or the City for purposes of the Indiana Constitution or Indiana Code 36-7-14.

10. Reserved.

11. Option to Renew. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

12. Option to Purchase. The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of that indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the

Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the Leased Premises to the Lessee or the Lessee's designee: (i) the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title, and (ii) this Lease Agreement shall terminate.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

13. Transfer to Lessee. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 11, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 12, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

14. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

15. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Lebanon Public Building Corporation, Attention: President, 401 S Meridian

Street, Lebanon, IN 46052; (b) to Lessee: City of Lebanon Redevelopment Commission, Attention: 401 S Meridian Street, Lebanon, IN 46052.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

16. Parity Obligations – LIT Revenues. The Lessee reserves the right to enter into leases or other obligations of the Lessee, acting in the name of the City, payable from LIT Revenues, in whole or in part, and entitled to the pledge of LIT Revenues on a parity with this Lease and the Prior LIT Obligations and in accordance with the requirements set forth below (collectively, the “Parity Obligations”). The authorization and issuance of such Parity Obligations shall be subject to the following conditions precedent:

(a) All rental payments due under the Lease and the Prior LIT Obligations and all payments on any Parity Obligations payable from LIT Revenues and junior obligations payable from LIT Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears.

(b) The City shall have received a certificate prepared by an independent, qualified accountant or feasibility consultant certifying the amount of the LIT Revenues estimated to be received in each succeeding year shall be at least equal to one hundred twenty-five percent (125%) of the lease rental and debt service requirements with respect to this Lease, the Prior LIT Obligations and the proposed Parity Obligations for each respective year during the term of this Lease, the Prior LIT Obligations and the Parity Obligations. The City shall approve and confirm the figures and estimates set forth in the above-described certificate in any resolution or ordinance authorizing the Parity Obligations.

(c) The City may issue obligations payable from LIT Revenues on a junior basis to this Lease, the Prior LIT Obligations and the Parity Obligations.

(d) Payments of any Parity Obligations or junior obligations payable from LIT Revenues (including principal maturities, mandatory sinking fund payments, lease rental payments or otherwise) shall be payable semiannually on February 1 and August 1.

(e) Except as provided in this Lease, the terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing such Parity Obligations.

17. Successors or Assigns. All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

18. Construction of Covenants. The Lessor was organized for, among other purposes, the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

19. Construction of Covenants. The Lessor was organized for, among other purposes, the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

20. Time. Time is of the essence for this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State of Indiana, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in the State of Indiana.

21. Severability. In the case of any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein

22. Miscellaneous. This Lease may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Lease shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Lease shall be tried and litigated only in the state courts in Boone County, Indiana, or the federal courts with venue that includes Boone County, Indiana. The captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:

LEBANON PUBLIC BUILDING
CORPORATION

President

ATTEST:

Secretary

LESSEE:

CITY OF LEBANON REDEVELOPMENT
COMMISSION

President

ATTEST:

Secretary

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Catherine Fanello, Esq.

This document was prepared by Catherine Fanello, Dinsmore & Shohl LLP, 211 North Pennsylvania Street, One Indiana Square, Suite 1800, Indianapolis, IN 46204 .

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the Lebanon Public Building Corporation (the “Corporation”), and acknowledged the execution of the foregoing Lease for and on behalf of the Corporation.

WITNESS my hand and notarial seal this ____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lebanon Redevelopment Commission (the “Commission”), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this ____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

[The Leased Premises shall consist of all or a portion of Enterprise Drive from Council Road to SR39, from Mt. Zion Road to Council Drive, and from SR32 to Mt. Zion Road; Council Drive, from Edwards Drive to West Council Drive, and from Enterprise Boulevard to West Council Drive; Edwards Drive from Mt. Zion Road to dead end; Mt. Zion Road from city limits to Edwards Drive and from Edwards Drive to Enterprise Boulevard; Mt. Zion Road from Enterprise Boulevard to Mt. Zion Road, from Mt. Zion Road to Business Driveway (parking entrance) and from Mt. Zion Road to Garoffolo Boulevard [, including any related improvements and fixtures located thereon] [, as shown on the map below]. This general description shall be replaced with a more detailed description of the Leased Premises on or prior to the date of issuance of the Bonds.

EXHIBIT B

ADDENDUM TO LEASE BETWEEN
LEBANON PUBLIC BUILDING CORPORATION, LESSOR
AND CITY OF LEBANON REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 20__, by and between Lebanon Public Building Corporation (the "Lessor"), and City of Lebanon Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 20__ (the "Lease"); and

WHEREAS, it is provided in the Lease that the date by which the Lessor acquires the Leased Premises and the Leased Premises are available for use shall be endorsed on the Lease and shall be recorded as an addendum to the Lease.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Lessor has acquired the Leased Premises and the Leased Premises are available for use is _____, 20__.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

LESSEE:

LEBANON PUBLIC BUILDING
CORPORATION

CITY OF LEBANON REDEVELOPMENT
COMMISSION

President

President

ATTEST:

ATTEST:

Secretary

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the Lebanon Public Building Corporation (the "Corporation"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Corporation.

WITNESS my hand and notarial seal this ____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lebanon Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

EXHIBIT C

ADDENDUM TO LEASE BETWEEN
LEBANON PUBLIC BUILDING CORPORATION, LESSOR
AND CITY OF LEBANON REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 20__, by and between Lebanon Public Building Corporation, (the "Lessor"), and City of Lebanon Redevelopment Commission, (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 20__ (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

LESSEE:

LEBANON PUBLIC BUILDING
CORPORATION

CITY OF LEBANON REDEVELOPMENT
COMMISSION

President

President

ATTEST:

ATTEST:

Secretary

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the Lebanon Public Building Corporation (the "Corporation"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lebanon Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

Appendix I to Addendum to Lease

Rental Schedule

Payment Date

Amount