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ORDINANCE NO. 2018-07

AN ORDINANCE OF THE TOWN OF WHITESTOWN, INDIANA, APPROVING MATTERS RELATED TO LEASE FINANCING OF THE SOUTH MAIN STREET PARK PROJECT

WHEREAS, a petition (the "Petition") in three (3) or more counterparts, signed by at least fifty (50) taxpayers of the Town of Whitestown, Indiana (the "Town"), has been filed with the Town Council of the Town (the "Council") requesting (i) the acquisition, construction, improvement and equipping by the Whitestown Municipal Facilities Building Corporation (the "Building Corporation") of a municipal park located off of Main Street in the Town and including, but not limited to, all or any portion of trails, parking, basketball courts, tennis courts, playground, splash pad, shelters and gathering areas with restrooms, sports fields and sledding hills, and all necessary and related improvements (collectively, the "South Main Street Park Project"); (ii) the leasing by the Town of the South Main Street Park Project from the Building Corporation for the purpose of financing the South Main Street Park Project; and (iii) the issuance of bonds by the Building Corporation to pay certain costs of the South Main Street Park Project; and

WHEREAS, the Petition has been carefully considered and investigations have been conducted by the Town Council of the Town, both before and after the filing of said Petition; and

WHEREAS, the Council now finds that a need exists for the financing of the proposed South Main Street Park Project, and that the Town cannot provide the necessary funds to pay the costs of the South Main Street Park Project required to meet such need; and

WHEREAS, a detailed summary of the South Main Street Park Project has been presented to the Council, together with plans, specifications and cost estimates of the South Main Street Park Project; and

WHEREAS, a proposed lease (the "Lease") for the South Main Street Park Project between the Building Corporation, as lessor, and the Town, as lessee, has been submitted to the Council; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps necessary for the financing of the South Main Street Park Project by the Building Corporation and the lease of the South Main Street Park Project to the Town; and

WHEREAS, notice of a hearing on the Lease pursuant to the provisions of Indiana Code 36-1-10-13 and 5-3-1 has been duly published in *The Lebanon Reporter* and the *Zionsville Times Sentinel* and a hearing was held on the Lease on March 27, 2018 to determine the necessity for the execution of the Lease and whether the Lease rental provided is fair and reasonable rental for the South Main Street Park Project;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Whitestown, Indiana, as follows:

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Section 1. The Petition heretofore filed with the Council is hereby approved.

Section 2. A need exists for the financing of the costs of the South Main Street Park Project and the South Main Street Park Project cannot be financed from any funds available to the Town. The Council hereby authorizes the President of the Council, the Town Manager, the Clerk-Treasurer, the Town's municipal advisor, Reedy Financial Group PC, and the Town's legal counsel and bond counsel, Bose McKinney & Evans LLP, to take such steps as may be necessary to secure the financing and leasing of the South Main Street Park Project as provided by Indiana Code 36-1-10 and 6-1.1-20, each as amended (collectively, the "Act").

Section 3. Providing for the financing and construction of the South Main Street Park Project by the Building Corporation and the leasing of the same to the Town is in the public interest of the citizens of the Town and is a proper public purpose for which the Council agrees to cooperate with the Building Corporation and to assist it in complying with all requirements of the Act and other applicable laws.

Section 4. The Council hereby agrees upon and approves the form of the Lease attached hereto as Exhibit A and incorporated herein by reference. The Council finds that the service and improvements to be provided throughout the term of the Lease will serve the public purposes of the Town and are in the best interests of the Town's residents. The rental provided under the Lease is fair and reasonable, and the execution of the Lease is necessary and wise. The President of the Council and the Clerk-Treasurer are hereby authorized and directed to execute the Lease on behalf of the Town.

Section 5. The Clerk-Treasurer is hereby authorized to publish notice of the execution of the Lease as soon as possible after the Lease is executed in accordance with Indiana Code 36-1-10-13 and Indiana Code 5-3-1.

Section 6. The detailed summary of and plans, specifications and cost estimates for the South Main Street Park Project as presented at this meeting, which is to be leased by the Town from the Building Corporation, are hereby approved. The costs of the South Main Street Park Project shall not exceed $5,000,000 without further authorization of the Council.

Section 7. The Council hereby approves the issuance by the Building Corporation of bonds in the aggregate principal amount not to exceed $5,000,000 to finance the costs of the South Main Street Park Project, including but not limited to, the costs of acquiring the real property upon which the South Main Street Park Project will be constructed and related financing costs.

Section 8. The President of the Council, the Town Manager and the Clerk-Treasurer, together and/or individually, are hereby authorized and directed to execute such documents, agreements, applications and instruments as may be necessary for (i) the issuance of the bonds by the Building Corporation to finance the South Main Street Project, (ii) the acquisition, construction, improvement and equipping of the South Main Street Park Project, (iii) the lease of the South Main Street Park Project from the Building Corporation by the Town pursuant to the

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Lease, and (iv) the completing of all other actions necessary to carry out and effectuate the intent of this ordinance.

Section 9. The Council hereby declares its official intent, pursuant to Treasury Regulation §1.150-2 and Indiana Code 5-1-14-6(c), to reimburse the Town for costs incurred in connection with the South Main Street Park Project prior to the issuance of bonds by the Building Corporation to finance the costs thereof.

Section 10. This ordinance shall be in full force and effect from and after its passage.

Passed and adopted by the Town Council of the Town of Whitestown, Indiana on this 27th day of March, 2018.

TOWN OF WHITESTOWN, INDIANA
TOWN COUNCIL

President

Council Member

Council Member

Council Member

Council Member

ATTEST:

Matt Sumner, Clerk-Treasurer

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EXHIBIT A

Form of Lease

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LEASE AGREEMENT

Between

WHITESTOWN MUNICIPAL FACILITIES BUILDING CORPORATION
LESSOR

and

TOWN OF WHITESTOWN, INDIANA
LESSEE

Executed this ____ day of March, 2018

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") entered into this _____ day of March, 2018, between the Whitestown Municipal Facilities Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Town of Whitestown, Indiana, a political subdivision existing under the laws of the State of Indiana (the "Lessee"), WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in the Town of Whitestown, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof, consisting of a municipal park to be constructed, installed and equipped by Lessor according to plans and specifications prepared by the architects and/or engineers employed by the Lessor (the "Leased Premises").

The above-mentioned plans and specifications may be changed, additional construction work may be performed and equipment may be acquired by Lessor, but only with the approval of Lessee, and only if such changes or modifications or additional construction work or equipment do not alter the character of the Leased Premises or reduce the value thereof. Any such additional construction work or equipment shall be part of the property covered by this Lease. The above mentioned plans and specifications have been filed with and approved by Lessee.

TO HAVE AND TO HOLD the Leased Premises with all rights privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty-two (22) years, beginning on the date on which the Leased Premises are ready for use, and ending on the day prior to such date twenty-two (22) 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 and the payment of the option price; or (b) the payment or defeasance of all bonds issued: (i) to finance the cost of the Leased Premises; (ii) to refund such bonds; (iii) to refund

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such refunding bonds; or (iv) to improve the Leased Premises. The date the Leased Premises are completed and ready for use shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion and acquisition, and such endorsement shall be recorded as an addendum to the Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the above described real estate, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

2. Rental Payments. The Lessee agrees to pay rental for the Leased Premises at the rate of $380,000 per year during the term of the Lease. The first rental installment shall be due on the day that the Leased Premises are ready for use or July 15, 2019, whichever is later. If the Leased Premises is available later than July 15, 2019, the first rental payment shall be in an amount calculated at the annual rate from the date of payment to the next January 15 or July 15. Thereafter, rental shall be payable in advance in semiannual installments of $190,000 on January 15 and July 15 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the annual rate specified above from the date such installment is due to the date of the expiration of this Lease.

All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank selected as Trustee (the "Trustee") under the Trust Indenture between it and the Lessor (the "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 Lessor to finance the acquisition, renovation and construction of the Leased Premises. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder. The bank selected as Trustee shall be endorsed on this Lease at the end hereof by the parties hereto as soon

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as the same can be done after selection, and such endorsement shall be recorded as an addendum to this Lease. The date the Leased Premises are ready for use shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to this Lease.

After the sale of the bonds issued to finance the acquisition, renovation and construction of the Leased Premises, the annual rental amount provided for in the first paragraph of this Section 2 shall be reduced to an amount equal to the multiple of $1,000 next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on January 15 plus Five Thousand Dollars ($5,000), payable in semiannual installments. Such amount of reduced annual rental shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds and such endorsement shall be recorded as an addendum to this Lease.

3. Additional Rental Payments. The Lessee shall pay as further rental for the Leased Premises all taxes and assessments levied against or on account of the Leased Premises and/or the receipt of lease rental payments. 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 the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and 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 same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for Lessor as the amount required to be

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rebated or paid as a penalty in lieu of rebate to the United States Treasury, after taking into account other available moneys, to prevent the bonds issued to finance the acquisition, renovation and construction of the Leased Premises from becoming arbitrage obligations under Section 148 of the Internal Revenue Code of 1986, as amended.

4. Abatement of Rent. In the event the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or are taken under the exercise of the power of eminent domain, so as render them unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild 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 amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof or the condemnation proceeds received by the Lessor, whichever is applicable.

If there is in force on the date of partial or total destruction or taking insurance on the Leased Premises and the rental value thereof, in accordance with the provisions of Section 6 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof are unfit or unavailable for use and shall be in proportion to the percentage of floor area which is unfit or unavailable for use.

5. Maintenance, Alterations and Repairs. The Lessee assumes all responsibility for maintenance, repairs and alterations to the Leased Premises. At the end of the term, 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 Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn out

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personal property on replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. 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 Lessee.

6. Insurance. Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Leased Premises as certified by a registered architect, registered engineer or professional appraisal engineers, selected by the Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the full term of this Lease, 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 clause. During the full term of this Lease, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than Three Million Dollars ($3,000,000) on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein 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

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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 or 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 such policies (or certificates of insurance for each policy) and the certificate of the architect or engineer hereinbefore referred to shall be deposited with the Lessor. 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 rental 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, including its obligation to continue the rental payments in case of total or partial destruction of the Leased Premises as provided in Section 4 hereof.

7. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of 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 Lessor.

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 said power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of

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Indiana Code, Title 36, Article 1, Chapter 10 (which 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 Lessor 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 by Lessor in the Sinking Fund held by the Trustee under the Indenture.

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 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.

8. General Covenants. The Lessee shall not assign this Lease or sublet the Leased Premises herein described without the written consent of Lessor. Lessee shall use and maintain the Leased Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. The Lessee covenants that in any contracts entered into by the Lessee providing for the use of the Leased Premises, which involve the conduct of a separate trade or business, (a) the Leased Premises would be used only

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(i) by a Governmental Unit within the meaning of Section 141 of the Internal Revenue Code of 1986 or (ii) by non-Governmental Units on the same basis as other members of the general public or (b) would not in the aggregate result in payments to the Lessee in an amount in excess of 5% of the principal of and interest on the bonds issued under the Indenture.

9. Option to Renew. Lessor hereby grants to 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 Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.

10. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon sixty (60) days' written notice to Lessor, to purchase the Leased Premises at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including all premiums payable on the redemption thereof and accrued and unpaid interest and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by 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: organization and incorporation expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next rental payment date in order to purchase the Leased Premises in accordance with the

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preceding paragraph. Upon the exercise of the option to purchase granted herein, Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to 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 said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee or 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 same to the Lessee, 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.

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

11. Transfer to Lessee. In the event the Lessee has not exercised its option to renew in accordance with the provisions of Section 9 hereof, and has not exercised its option to purchase the Leased Premises in accordance with the provisions of Section 10 hereof, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises shall thereupon become the absolute property of the Lessee and upon the Lessee's request, Lessor shall execute proper instruments conveying to the Lessee all of Lessor's title thereto.

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12. 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 sixty (60) days after written notice to correct the same; 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.

13. 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: Whitestown Municipal Facilities Building Corporation, Attention: President, Whitestown Municipal Complex, 6210 Veterans Drive, Whitestown, Indiana 46705; (b) to Lessee: Town of Whitestown, Indiana, Attention: Clerk-Treasurer, Whitestown Municipal Complex, Room 400, 6210 Veterans Drive, Whitestown, Indiana 46705;

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(c) to Trustee: at the address shown on the Addendum referred to in the first paragraph of Section 2 hereof.

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

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

15. Construction of Covenants. Lessor was organized for the purpose of acquiring a site or sites appropriate for town facilities, erecting, building, or constructing thereon suitable town facilities (including the necessary equipment and appurtenances), acquiring land and an existing building or buildings and renovating, improving or expanding the same, financing the costs related thereto, and leasing such facilities to the Lessee under the provisions of Indiana Code, Title 36, Article 1, Chapter 10. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of said statutes, said statutes shall be deemed to be controlling and binding upon Lessor and Lessee.

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

WHITESTOWN MUNICIPAL FACILITIES
BUILDING CORPORATION

By: _____
President

Attest:

_____
Secretary

LESSEE

TOWN OF WHITESTOWN, INDIANA

By: _____
Eric Miller, Town Council President

(Seal)

Attest:

_____
Matt Sumner, Clerk-Treasurer

ORIGINAL

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Whitestown Municipal Facilities Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2018.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

ORIGINAL

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eric Miller and Matt Sumner, personally known to me to be the Town Council President and the Clerk-Treasurer, respectively, of the Town of Whitestown, Indiana, and acknowledged the execution of the foregoing Lease for and on behalf of said County.

WITNESS my hand and notarial seal this _____ day of _____, 2018.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

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/ Dennis H. Otten**

This instrument was prepared by Dennis H. Otten, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

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ADDENDUM TO LEASE

Between Whitestown Municipal Facilities Building Corporation
and
Town of Whitestown, Indiana
Executed on _____, 2018

WHEREAS, the Whitestown Municipal Facilities Building Corporation (the "Corporation"), an Indiana nonprofit corporation, entered into a lease with the Town of Whitestown, Indiana, dated March __, 2018; and

WHEREAS, it is provided in said lease that there shall be endorsed thereon the name of the financial institution selected to serve as Trustee under the Trust Indenture between it and the Corporation; and

WHEREAS, it is provided in said lease that there shall be endorsed thereon the reduced rental; now therefor;

IT IS HEREBY CERTIFIED AND STIPULATED by all of the undersigned that the financial institution selected by the Corporation to be the Trustee under the Trust Indenture between it and the Corporation is _____, and its address for notices is Attention: Corporate Trust Department, _____.

IT IS HEREBY FURTHER CERTIFIED AND STIPULATED by all of the undersigned that the sum of principal and interest due in each calendar year, the reduced annual rental, and the semiannual installments are attached as Exhibit A.

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Executed this _____ day of _____, 2018.

WHITESTOWN MUNICIPAL
FACILITIES BUILDING CORPORATION

By: _____
President

Attest:

_____
Secretary

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TOWN OF WHITESTOWN, INDIANA

By: _____
Eric Miller, Town Council President

(Seal)

Attest:

_____
Matt Sumner, Clerk-Treasurer

ORIGINAL

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Whitestown Municipal Facilities Building Corporation, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2018.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

ORIGINAL

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eric Miller and Matt Sumner, personally known to me to be the Town Council President and the Clerk-Treasurer, respectively, of the Town of Whitestown, Indiana, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said Town.

WITNESS my hand and notarial seal this _____ day of _____, 2018.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

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/ Dennis H. Otten**

This instrument was prepared by Dennis H. Otten, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

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EXHIBIT A

(See attached Lease Rental Schedule)

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ADDENDUM TO LEASE

Between Whitestown Municipal Facilities Building Corporation
and
Town of Whitestown, Indiana
Executed on _____, 2018

WHEREAS, the Whitestown Municipal Facilities Building Corporation, an Indiana corporation, entered into a lease with the Town of Whitestown, Indiana, dated March __, 2018, which lease was recorded on _____, 2018, in the Office of the Recorder of Boone County, Indiana, as Document Number _____; and

WHEREAS, it is provided in Section 1 of the lease that the date the Leased Premises is completed and ready for use shall be endorsed thereon by the parties thereto; now therefore;

IT IS HEREBY FURTHER CERTIFIED AND STIPULATED by all of the undersigned that the Leased Premises is completed and ready for use on this _____ day of _____, 2019.

Executed this ____ day of _____, 2019.

WHITESTOWN MUNICIPAL
FACILITIES BUILDING CORPORATION

By: _____
President

Attest:

_____
Secretary

ORIGINAL

TOWN OF WHITESTOWN, INDIANA

By: _____
Eric Miller, Town Council President

(Seal)

Attest:

_____
Matt Sumner, Clerk-Treasurer

ORIGINAL

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Whitestown Municipal Facilities Building Corporation, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2019.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

ORIGINAL

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eric Miller and Matt Sumner, personally known to me to be the Town Council President and the Clerk-Treasurer, respectively, of the Town of Whitestown, Indiana, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said Town.

WITNESS my hand and notarial seal this _____ day of _____, 2019.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

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/ Dennis H. Otten**

This instrument was prepared by Dennis H. Otten, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.