

STATE OF INDIANA
BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS
RESOLUTION NO. 9 -2021

**A RESOLUTION OF THE CLARK COUNTY, INDIANA
BOARD OF COMMISSIONERS
MAKING PRELIMINARY DETERMINATION TO ENTER INTO TO A
LEASE WITH THE CLARK COUNTY BUILDING CORPORATION
AND APPROVING MATTERS RELATED THERETO**

WHEREAS, IC 36-1-10 authorizes the Clark County Building Corporation (the "Corporation") to approve the issuance of bonds or enter into certain leases to undertake certain projects in Clark County (the "County"), including all or any portion of the acquisition, planning, design, construction, development, equipping, repair and/or improvement to various facilities within the County;

WHEREAS, the Board of Commissioners of the County (the "Board") has given consideration to all or a portion of (i) acquiring a site or sites appropriate for a governmental building or buildings including, without limitation, two (2) floors of a to-be-developed office building; and (ii) financing, planning, renovating, repairing, erecting, building, constructing or equipping and development within such building or buildings suitable for government offices, including the necessary equipment and appurtenances, and leasing the same to Clark County, Indiana, or its successor county, and collecting the rentals therefore, and applying the proceeds thereof entirely without profit to the Clark County Building Corporation, its officers and directors (collectively, the "Projects"); and

WHEREAS, the total cost of the Projects including, but not limited to, costs of acquisition of real estate, construction of improvements, architects' and engineers' fees, consultants' services, legal and financing expenses, certain expenses of operation of the Corporation and County during construction, capitalized interest and repayment of any funds advanced by the Corporation or the County to meet preliminary expenses necessary to be paid prior to the issuance of bonds by the Corporation, is not greater than Ten Million Dollars (\$10,000,000); and

WHEREAS, pursuant to IC 6-1.1-20-3.1, if the County proposes to impose or maintain property taxes to pay lease rentals on any construction, renovation, improvement, remodeling, alteration or expansion project, which is not excluded under IC 6-1.1-20-1.1, it must conduct two (2) public hearings on the preliminary determination to proceed with such project prior to the Board's adopting any resolution making a preliminary determination to enter into a lease; and

WHEREAS, notice of said hearings have been given in accordance with Indiana law; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning the Projects, and the Board has heard public input at public hearings, held on October 28, 2021, and on the date hereof concerning the Projects; and

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the County and its citizens for the purpose of financing, or reimbursing, all or any portion of the Projects, to enter into negotiations with the Corporation to enter into a lease with the Corporation (the "Lease"), as lessor, for all or any portion of certain real estate in the County, including, but not limited to all or any portion of two (2) floors at 300 Corporate Drive, Jeffersonville, Indiana, and State Tax Parcel ID Number: Part of 042-8-0010, State Tax Number: Part of 10-42-02-600-001.000-039, in order to better serve the residents of the County (the "Lease"); and

WHEREAS, the form of proposed Lease has been presented to the Board at this meeting; and

WHEREAS, the Board desires to approve the proposed Lease and publish notice of an additional public hearing and conduct such public hearing on the proposed Lease pursuant to IC 36-1-10; and

WHEREAS, after the public hearing the Board may adopt a resolution authorizing the execution of the proposed Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA, AS FOLLOWS:

1. The Board hereby makes a preliminary determination that there exists a need for the Projects. Accordingly, the Board hereby makes a preliminary determination that to the extent permitted by law, the County will take all of the necessary steps to enter into the Lease with the Corporation pursuant to which the Corporation will finance all or any portion of the Projects. The Corporation will finance all or any portion of the Projects through one or more series of bonds and/or bond anticipation notes issued by the Corporation (the "Bonds") and other funds of the Corporation or the County. The County's lease payments under such lease will be payable from *ad valorem* property taxes levied and collected on all taxable property in the County (the "Tax"). The County may, but is not required to, pay the lease payments under the Lease from any other revenues legally available to the County. The proposed Lease will have a term no longer than twenty (20) years, commencing on the date of issuance of the Bonds.

2. The estimated interest rates that will be paid in connection with the Bonds is expected not to exceed 4.00% per annum, and the total interest cost associated therewith is \$971,956. The estimated maximum annual lease rental to be paid by the County under the proposed lease is not to exceed \$900,000 annually and the estimated par amount of the Bonds is expected not to exceed \$10,000,000.

3. The County' certified total debt service fund tax levy (exempt and nonexempt) for 2020 pay 2021 (which is the most recent certified tax levy) is \$3,545,498 and the County's debt service fund tax rate (exempt and non-exempt) for 2020 pay 2021 (which is the most recent

certified tax rate) is \$0.0694 per \$100 of assessed value. The estimated total maximum debt service fund tax levy (exempt and non-exempt) for the County and the estimated total maximum debt service fund tax rate (exempt and non-exempt) for the County after the issuance of the Bonds is expected to be \$3,544,993 and \$0.0694 per \$100 of assessed value, respectively, in 2022 pay 2023 as a result of the payment of the lease rentals under the Lease. In addition, such estimated total maximum debt service fund tax levy and such estimated total maximum debt service fund tax rate when combined with the estimated maximum debt service fund tax levy and the anticipated pay-off of other currently outstanding obligations of the County is not expected to result in a total maximum tax rate of the County that exceeds the current total tax rate of the County.

4. A notice of the foregoing preliminary determination that to the extent permitted by law the County will take all of the necessary steps to enter into the Lease to finance all or a portion of the costs of all or a portion of the Projects shall be given in accordance with IC 6-1.1-20-3.1 and IC 5-3-1. Owners of property located within the County or registered voters residing within the County may follow the process that complies with IC 6-1.1-20-3.1(b)(4) and (5).

5. The County hereby approves the proposed form of Lease between the Corporation and the County presented at this meeting. The Corporation hereby sets the public hearing on the Lease for a date and time to be determined by the President of the Board, at 501 East Court Avenue, Room 418, Jeffersonville, IN 47130. The Board hereby authorizes the publication of a notice of the public hearing on the Lease pursuant to IC 5-3-1.

6. Any and all actions previously taken by any member of the Corporation, the County, or the Auditor of the County in connection with the foregoing preliminary determination, including, but not limited to, publication of the notice of the public hearing held in connection with such preliminary determination, be, and hereby are, ratified and approved.

7. This Resolution shall be in full force and effect immediately upon adoption.

So RESOLVED this 10th day of November, 2021.

BOARD OF COMMISSIONERS OF CLARK
COUNTY, INDIANA

Jack Coffman, Commissioner

Connie Sellers

Connie Sellers, Commissioner

BGM

Bryan Glover, Commissioner

ATTEST:

Danny Yost

Danny Yost, Clark County Auditor

FORM OF

LEASE AGREEMENT

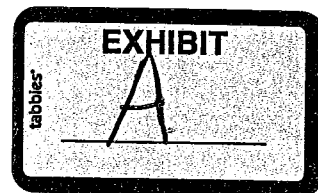
Between

CLARK COUNTY BUILDING CORPORATION
LESSOR

and

CLARK COUNTY, INDIANA
LESSEE

Executed and dated as of this ___ day of _____, ____



LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") entered into and dated as of this ___ day of _____, ____, between the Clark County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Clark County, Indiana, a political subdivision existing under the laws of the State of Indiana (the "Lessee"), WITNESSETH THAT:

WHEREAS, the Lessor and Lessee desire to finance the costs of all or a portion of (i) acquiring a site or sites appropriate for a governmental building or buildings including, without limitation, two (2) floors of a to-be-developed office building; and (ii) financing, planning, renovating, repairing, erecting, building, constructing or equipping and development within such building or buildings suitable for government offices, including the necessary equipment and appurtenances, and leasing the same to Lessee, or its successor county, and collecting the rentals therefore, and applying the proceeds thereof entirely without profit to the Lessor, its officers and directors (collectively, the "Project"); and

WHEREAS, the plans and specifications may be changed, additional construction work may be performed and additional equipment may be purchased by Lessor, but only with the approval of Lessee, and only if such changes, additional construction work or additional equipment do not alter the character of the Premises or reduce the value thereof; and

WHEREAS, the Lessor and the Lessee desire to enter into this Lease.

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in Clark County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof, consisting of and including, but not limited to all or any portion of two (2) floors at 300 Corporate Drive, Jeffersonville, Indiana, and State Tax Parcel ID Number:

Part of 042-8-0010, State Tax Number: Part of 10-42-02-600-001.000-039 (the "Leased Premises"). The Project will be acquired, constructed and installed by the Lessee.

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 (20) years, beginning on the date on which the Leased Premises are ready for use, and ending on the day prior to such date twenty (20) 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 such refunding bonds; or (iv) to improve the Leased Premises. The Leased Premises will be complete and ready for use and the Project will be acquired, constructed and installed by the Lessee. Any additional construction work, other than work required for the Project, to be performed and additional equipment 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 this 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 not to exceed [Nine Hundred Thousand Dollars (\$900,000)] 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 1, 2023], whichever is later. If the Leased Premises is available later than [July 1, 2023], the first rental payment shall be in an amount calculated at the annual rate from the date of payment to the next [January 1] or [July 1]. Thereafter, rental shall be payable in advance in semiannual installments on [January 1] or [July 1] 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 _____, 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 Leased Premises are complete and ready for use and the Project will be acquired, constructed and installed by the Lessee. Any additional construction work, other than work required for the Project, to be performed and additional equipment 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 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 One Thousand Dollars (\$1,000) next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on January 1 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 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, and provided further, the Lessor shall not be required to rebuild or restore the Leased Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value in insurance. In the event no such insurance is in force on the date of partial or total destruction or taking, and rent is required for any reason to be abated notwithstanding the provisions of this Section 4, or the completion of the Leased Premises shall be delayed which would cause a delay in the first rental payment date beyond January 1, 2021, leasable property and improvements of substantially equal value to the Leased Premises shall be transferred to the Lessor by the Lessee in substitute thereof, and the fixed annual rentals and additional rentals provided for herein shall continue to be paid as provided by this Lease without interruption or abatement upon completion of the procedures required for substitution. In the event of such

substitution, the substituted property shall become a part of the Leased Premises for all purposes herein and shall in all ways be subject to the terms of this Lease.

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 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 the greater of (i) the option to purchase price set forth in Section 10 hereof or (ii) one hundred percent (100%) of the full replacement cost of the Leased Premises. 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 One Million Dollars (\$1,000,000) 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 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 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 (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 date, upon 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, 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 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.

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: Clark County Building Corporation, Attention: County Auditor's Office, Room 118, 530 East Court Ave., Jeffersonville, Indiana 47130; (b) to Lessee: Clark County, Indiana, Attention: County Auditor, Clark County Government Center, 501 East Court Ave., Jeffersonville, IN 47130; (c) to Trustee: _____.

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 the Leased Premises, erecting, building, or constructing thereon suitable Leased Premises (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.

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.

LESSOR

CLARK COUNTY JAIL HOLDING CORPORATION

By: _____, President

Attest:

_____, Secretary/Treasurer

LESSEE

CLARK COUNTY, INDIANA

By: _____
Jack Coffman, Commissioner

By: _____
Connie Sellers, Commissioner

By: _____
Bryan Glover, Commissioner

(Seal)

Attest:

Danny Yost, Clark County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

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/Treasurer, respectively, of the Clark County 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 _____,
_____.

(Written Signature)

(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jack Coffman, Connie Sellers, Bryan Glover, and Danny Yost, personally known to me to be the Commissioners and the Auditor, respectively, of the Clark County, Indiana, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said County.

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

(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/ **Beau F. Zoeller**

This instrument was prepared by Beau F. Zoeller, Frost Brown Todd LLC, 400 W. Market St., 32nd Floor, Louisville, Kentucky 40202-3363.

EXHIBIT A

Description of Real Estate

(See Attached)

ADDENDUM TO LEASE

Between Clark County Building Corporation
and
Clark County, Indiana

Executed on _____, _____

WHEREAS, the Clark County Building Corporation (the "Corporation"), an Indiana nonprofit corporation, entered into a lease with Clark County, Indiana, dated _____; 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 sum of principal and interest due in each calendar year, the reduced annual rental, and the semiannual installments are attached as Exhibit A.

Executed this ____ day of _____, _____.

CLARK COUNTY JAIL HOLDING
CORPORATION

By: _____
_____, President

Attest:

_____, Secretary/Treasurer

CLARK COUNTY, INDIANA

By: _____
Jack Coffin, Commissioner

By: _____
Connie Sellers, Commissioner

By: _____
Bryan Glover, Commissioner

(Seal)

Attest:

Danny Yost, Clark County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

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/Treasurer, respectively, of the Clark County 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 _____,
_____.

(Written Signature)

(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jack Coffman, Connie Sellers, Bryan Glover, and Danny Yost, personally known to me to be the Commissioners and the Auditor, respectively, of the Clark County, Indiana, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said County.

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

(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/ **Beau F. Zoeller**

This instrument was prepared by Beau F. Zoeller, Frost Brown Todd LLC, 400 W. Market St., 32nd Floor, Louisville, Kentucky 40202-3363.

EXHIBIT A

(See attached Lease Rental Schedule)

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