

FCR 2018-6

RESOLUTION OF THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, INDIANA APPROVING THE FORM OF LEASE AND PROJECT AND TAKING OTHER ACTIONS REGARDING THE PROPOSED LEASE

WHEREAS, a petition signed by fifty (50) or more taxpayers of Floyd County, Indiana (the "County") has been filed with the Board of Commissioners of the County (the "Board") requesting the Board (1) to enter into negotiations with a nonprofit building corporation for all or any portion of the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a jail facility, located at 311 Hauss Square, New Albany, Indiana, and any related improvements, all to be used for the purposes of administrative offices and other law enforcement or criminal justice services by the County, and (2) to and to enter into a lease between the building corporation, as lessor, and the County, as lessee, for all or a portion of the judicial center, including the site and appurtenances thereto (the "Premises") (clauses (1) and (2), collectively, the "Project"); and

WHEREAS, such petition has been carefully considered and previously approved by this Board; and

WHEREAS, the Board now finds that a need exists for the Project, and that the County cannot provide the necessary funds to pay the costs of the Project to meet such needs; and

WHEREAS, the Floyd County Government Facility Building Corporation (the "Building Corporation") has been incorporated to assist the County in financing, from time to time, the construction and renovation of County facilities to be operated by the County, including the Project; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the completion of the Project; and

WHEREAS, there have been prepared drawings, plans, specifications and estimates for the costs of the Project; and

WHEREAS, said drawings, plans and specifications will be submitted to the agencies designated by law to pass on plans and specifications for such buildings, and the estimates for the costs of the Project have been submitted to and now meet with the approval of this Board; and

WHEREAS, it now appears to this Board that said drawings, plans, specifications and estimates provide for the improvements and equipping of the Project; and

WHEREAS, this Board now desires, to the extent permitted by law, to take all of the necessary steps to enter into a lease, and there has been prepared and previously submitted to the members of the Board a proposed form of the lease (the "Lease"), by and between the Building Corporation, as lessor, and the County, as lessee, to include the lease of all or any portion of the

Premises in accordance with the terms and conditions set forth in this resolution and in the Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, INDIANA, that:

Section 1. Need exists for the Project, and the Project cannot be provided from any funds available to the County, and this Board shall proceed to take such steps as may be necessary to secure (1) the acquisition of all or any portion of the Premises by the Building Corporation, if necessary, (2) the payment of all costs of the Project and all of the costs associated therewith by the Building Corporation and the County, and (3) the leasing of all or any portion of the Premises by the Building Corporation to the County as provided by Indiana Code 36-1-10, as amended, with a term not to exceed twenty (20) years from the date the Bonds (as hereinafter defined) are issued, for an annual lease rental not to exceed \$1,775,000.

Section 2. The Project is in the public interest of the citizens of the County and is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and assist it in fulfilling the requirements of all agencies, including the federal, state and city governments.

Section 3. The Building Corporation, being duly organized to conduct business, may issue, sell and deliver its bonds (the "Bonds") in an aggregate principal amount not to exceed Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) or such amount as determined by the President of the Board, pursuant to the applicable laws of the State of Indiana, may encumber any real property or equipment acquired by it for the purpose of financing the Project and may enter into contracts for the sale of the Bonds and the acquisition, renovation and expansion of said fire station facilities.

Section 4. Upon the redemption or retirement of the Bonds to be issued by the Building Corporation in connection with the financing of the Project, the County will accept all or any portion of the Premises from the Building Corporation, as renovated and expanded, free and clear of all liens and encumbrances thereon, except as otherwise provided therefor in the Leases.

Section 5. The County shall apply the proceeds received by the County from the sale of all or any portion of the Premises to the Building Corporation to the costs of all or any portion of the Projects not funded by the Building Corporation.

Section 6. The terms and conditions of the proposed form of the Lease and the plans, drawings, specifications and estimates of the Project are hereby approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Board upon the necessity for the execution of the Leases and whether the lease rental provided therein is a fair and reasonable rental for all or any portion of the Premises prior to the final determination of such questions so that this Board may determine whether to execute the Leases as now written or as modified hereafter by agreement of the parties prior to execution, and the President of the Board is hereby authorized to call said hearing, at such date, time, and location, as determined by the President of the Board.

Section 7. Any officer of the County be, and hereby is, authorized, empowered and directed, on behalf of the County to publish notices of said public hearings and to take any other action as such officer deems necessary or desirable to effectuate the foregoing resolutions, and any such publication or other actions heretofore made or taken be, and hereby are, ratified and approved.

[FORM OF LEASE]
[Draft of February 20, 2018]

LEASE

by and between

FLOYD COUNTY GOVERNMENT FACILITY BUILDING CORPORATION

and

FLOYD COUNTY, INDIANA

Dated as of _____

LEASE

THIS CONTRACT OF LEASE, made and entered into as of this ____ day of _____, 2018, by and between the Floyd County Government Facility Building Corporation, an Indiana nonprofit corporation (hereinafter with its successors and assigns as provided by this Lease called "Lessor"), and Floyd County, Indiana (hereinafter called "Lessee"),

WITNESSETH:

In consideration of the mutual covenants herein contained, it is agreed that:

1. Premises Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in Floyd County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof, and a Jail Facility (hereinafter referred to as the "Jail Project"), to be erected thereon by Lessor according to plans and specifications prepared for the Lessor by Mitchell Allen & Ritz, LLC, project architects of Jeffersonville, Indiana.

The above-mentioned plans and specifications may be changed, additional construction work may be performed and equipment may be purchased by Lessor, but only with the approval of Lessee, and only if such changes or modifications, additional construction or equipment do not alter the character of the Jail Project or reduce the value thereof. Any such additional construction or additional 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 same with all rights, privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty (20) years, beginning on the date the Jail Project is completed (or partially completed) and ready for occupancy as evidenced by the First Addendum to Lease set forth in Exhibit B, and ending on the day prior to such date twenty (20) years thereafter. However, the term of this lease shall terminate at the

earlier of (a) the exercise of the option to purchase by Lessee and payment of the option price, or (b) the payment or defeasance of all obligations of Lessor incurred (i) to finance the cost of the leased property, (ii) to refund such obligations, (iii) to refund such refunding obligations, or (iv) to improve the leased property. The date the Jail Project is completed (or partially completed) and ready for occupancy 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 (or partial completion) 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 of omissions of Lessee or its assigns.

2. Semiannual Rental Payments. The Lessee agrees to pay rental for said premises at the rate of _____ Million _____ Hundred _____ Thousand Dollars (\$ _____) per year during the term of this lease. The first rental installment shall be due on the later of (a) the day that the Jail Project to be erected on the premises is completed (or partially completed) and ready for occupancy, or (b) August 1, 20____. If completion (or partial completion) of the Jail Project is later than August 1, 20____, the first installment shall be in an amount which provides for rental at the yearly rate specified above prorated from the date of such completion until the first January 15 or July 15 following such date of completion. Thereafter, such rental shall be payable in advance in semiannual installments of _____ Dollars (\$ _____) 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 yearly rate specified above prorated 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 _____

in the City of _____, _____, as Trustee (hereinafter called "Trustee"), or to such other bank or trust company as may from time to time succeed said Trustee under the Trust Indenture securing the Lease Rental Revenue Bonds (hereinafter referred to as "Bonds") to be issued by the Lessor. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

After the sale of the Bonds issued by Lessor to pay the costs of the Jail Project, including the acquisition of the site of such building and other expenses incidental thereto, the annual rental shall be reduced to an amount equal to the multiple of One Thousand Dollars (\$1,000) next highest to the highest sum of principal and interest due in any year ending on a bond maturity date (bond year) on such Bonds plus _____ Dollars (\$_____), payable in equal semiannual installments. Such amount of reduced annual rental shall be endorsed on this lease at the end hereof by the parties in the form of Exhibit C 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. Source of Rental Payments. The Semiannual Rental Payments and the Additional Rental Payments shall be payable first, from a pledge of available Investment Income or special revenues collected from the Southern Indiana Community Foundation and distributed to the Lessee (the "Investment Revenues"). To the extent that the Investment Revenues are insufficient for such purposes, then from an ad valorem property tax levied on all taxable property in the County in an amount sufficient to pay the Lease Rental Payments and Additional Rental Payments as they become due.

4. Additional Rental Payments. The Lessee shall pay as further rental for said premises all taxes and assessments levied against or on account of the leased property. 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 non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined.

Additional Rent shall also be paid by Lessor to replenish any deficit in the reserve fund as a result of a draw on the reserve fund or incurred as a result of a draw on the reserve fund insurance policy as defined and set forth in the Indenture (together with any other payments of Policy Costs, Administrative Costs, _____ Reimbursement Amounts or similar amounts due to any bond insurer, as provided in the Indenture), and requested by the Trustee.

5. Abatement of Rent. In the event the Jail Project shall be partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use and occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild such building 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 Paragraph 7 hereof.

The rent shall be abated for the period during which the Jail Project or any part thereof is unfit for occupancy and shall be in proportion to the percentage of floor area which is unfit for occupancy.

6. Alteration and Repairs. The Lessee assumes all responsibility for repairs and alterations to the Jail Project. No alterations shall be made by Lessee without first obtaining the written consent of Lessor. Subject to Paragraph 12, at the end of the term, Lessee shall deliver the leased property 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. Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to Lessee. The proceeds of the sale of any personal property shall be paid to the above-mentioned Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

7. Insurance. Lessee, at its own expense, will, during the full term of the lease, keep the demised 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, subject to the approval of Lessor. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price under this Lease, or (ii) one hundred percent (100%) of the full replacement cost of the leased building as certified by a registered architect, registered engineer, or professional appraisal engineer, selected by the Lessor with the approval of the Trustee, on the effective date of such insurance and on or before the anniversary date of such policy of each year thereafter with such appraisal permitted to be based upon a recognized index of conversion factors); provided that such certification shall not be required so long as the amount of such insurance shall be in an amount at least equal to the option to purchase price. During the full term of this lease, Lessee will also,

at its own expense, maintain rent or rental value insurance in an amount equal to the full unabated rental amount 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 and public liability and property damage insurance in amounts customarily carried for similar properties. Such policies shall be for the benefit of persons having an insurable interest in the demised 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, together with a certificate of the insurance commissioner certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, 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 clause, 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 partial destruction of the Jail Project as provided in Paragraph 5 hereof.

8. General Covenants. The Lessee shall not assign this lease or sublet the demised premises herein described without the written consent of Lessor and Insurer, if applicable and as defined in the Indenture; provided, however, that the Lessee shall in no event assign or sublet the demised premises if such assignment or sublease will result in the loss of the exclusion from gross income for federal income tax purposes of interest on any obligation issued by the Lessor

to finance or refinance the demised premises. Lessee shall use and maintain the demised premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities.

9. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date prior to the expiration of this lease, upon written notice to Lessor, to purchase the demised premises at a price equal to the amount required to enable Lessor to pay all indebtedness, including accrued and unpaid interest to the first date on which bonds may be redeemed and all premiums payable on the redemption thereof. 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. 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, carrying charges, legal fees, architects' fees, contractors' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amounts required to be paid by the Lessee on the next rental payment date in order to purchase the demised premises in accordance with the preceding paragraph. The statement shall also set forth the name of the Trustee under the trust agreement or agreements securing the outstanding indebtedness of the Lessor.

If the Lessee exercises its option to purchase, it shall pay to the Trustee referred to above the purchase price which is required to pay all indebtedness of Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to Lessee a written statement that such amount will be sufficient to

retire all outstanding indebtedness of Lessor secured by the trust agreement or agreements between the Trustee and the Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest.

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

10. 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 Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this lease.

11. Utility Service. The Lessee agrees to pay or cause to be paid all charges for sewer, gas, water, electricity, lights, heat or power, telephone or other utility services used, rendered or supplied upon or in connection with the leased premises throughout the term of this lease, and to indemnify Lessor and save it harmless against any liability or damages on such account. The Lessee shall also, at its sole cost and expense, procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the leased premises of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such service to and upon the leased premises.

12. Transfer to Lessee. In the event Lessee does not exercise its option to purchase under Paragraph 9 or option to renew under Paragraph 10, and upon full discharge and performance by the Lessee of its obligations under this lease, the demised premises shall become the absolute property of the Lessee, and Lessor shall execute the proper instruments conveying title to the premises to Lessee.

13. Defaults. If the Lessee shall default in the payment of any rentals or other sums payable to the Lessor hereunder, or 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 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 demised 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.

14. 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 their last known place of business.

15. 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.

16. Construction of Covenants. Lessor is leasing the Jail Project to Lessee under the provisions of the Indiana Code, Title 36, Article 1, Chapter 10, as amended. All provisions herein contained shall be construed in accordance with the provisions of said Chapter, and to the

extent of inconsistencies, if any, between the covenants and agreements in this lease and provisions of said Chapter, the provisions of said Chapter 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 an
on their behalf the day and year first hereinabove written.

LESSOR

FLOYD COUNTY GOVERNMENT
FACILITY BUILDING CORPORATION

_____, President

_____, Member

ATTEST

_____, Secretary

LESSEE

FLOYD COUNTY, INDIANA, ACTING
BY AND THROUGH THE BOARD OF
COMMISSIONERS OF THE COUNTY OF
FLOYD, INDIANA

_____, President

_____, Commissioner

_____, Commissioner

ATTEST

Scott Clark, Auditor

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared _____, _____, and _____, personally known to me as the President, Member and Secretary, respectively, of the Floyd County Government Facility 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.

Notary Public

Printed

(SEAL)

My Commission Expires:

Floyd County Resident

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared _____, _____, and _____, personally known to me as members of the Board of Commissioners, 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.

Notary Public

Printed

(SEAL)

My Commission Expires:

Floyd County Resident

This instrument was prepared by James M. Gutting, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, IN 46204

EXHIBIT A

Legal Description of Jail Project Site
and Description of Improvements

EXHIBIT B
FIRST ADDENDUM TO LEASE BETWEEN
FLOYD COUNTY GOVERNMENT FACILITY BUILDING CORPORATION, AS LESSOR,
AND FLOYD COUNTY, INDIANA, AS LESSEE

FIRST ADDENDUM TO LEASE
FLOYD COUNTY GOVERNMENT FACILITY BUILDING CORPORATION, AS LESSOR,
AND FLOYD COUNTY, INDIANA, AS LESSEE

THIS ADDENDUM TO FIRST AMENDMENT TO LEASE (this "Addendum"), entered into as of this ____ day of _____, 20__, by and between FLOYD COUNTY GOVERNMENT FACILITY BUILDING CORPORATION, a nonprofit corporation organized and existing under the laws of the State of Indiana, as lessor (the "Lessor"), and FLOYD COUNTY, INDIANA, a political subdivision of the State of Indiana acting by and through its Board of Commissioners, as lessee (the "Lessee");

WITNESSETH:

WHEREAS, pursuant to IC 36-1-10, as amended, the Lessor and the Lessee entered into a Lease Agreement, dated _____, 2018 ("Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date that the improvements are complete (or partially complete) and ready for occupancy (or ready for partial occupancy).

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date that the improvements are complete (or partially complete) and ready for occupancy (or ready for partial occupancy) is _____, 20__.

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

LESSOR:

FLOYD COUNTY GOVERNMENT
FACILITY BUILDING CORPORATION

_____, President

ATTEST:

_____, Secretary

LESSEE:

BOARD OF COMMISSIONERS OF
FLOYD COUNTY, INDIANA

_____, President

_____, Commissioner

_____, Commissioner

ATTEST:

_____, County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____ 201__, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Floyd County Government Facility Building Corporation, and acknowledged the execution of the foregoing First Addendum to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 201____, personally _____, _____ and _____ and _____ personally known to me to be the members of the Board of Commissioners and the County Auditor, respectively, of Floyd County, Indiana, and acknowledged the execution of the foregoing First Addendum to Lease for and on behalf of said County.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ James M. Gutting

This instrument prepared by James M. Gutting, Attorney-at-Law
11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT C
SECOND ADDENDUM TO LEASE BETWEEN
FLOYD COUNTY GOVERNMENT FACILITY BUILDING CORPORATION, AS LESSOR,
AND FLOYD COUNTY, INDIANA, AS LESSEE

SECOND ADDENDUM TO LEASE
FLOYD COUNTY GOVERNMENT FACILITY BUILDING CORPORATION, AS LESSOR,
AND FLOYD COUNTY, INDIANA, AS LESSEE

THIS SECOND ADDENDUM TO LEASE (this "Addendum"), entered into as of this day of _____, 20__ , by and between FLOYD COUNTY GOVERNMENT FACILITY BUILDING CORPORATION, a nonprofit corporation organized and existing under the laws of the State of Indiana, as lessor (the "Lessor"), and FLOYD COUNTY, INDIANA, a political subdivision of the State of Indiana acting by and through its Board of Commissioners, as lessee (the "Lessee");

WITNESSETH:

WHEREAS, pursuant to IC 36-1-10, as amended, the Lessor and the Lessee entered into a Lease Agreement, dated _____, 2018 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental following the sale of the 2018 Bonds (as defined in the Lease).

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

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

LESSOR:

FLOYD COUNTY GOVERNMENT
FACILITY BUILDING CORPORATION

_____, President

ATTEST:

_____, Secretary

LESSEE:

BOARD OF COMMISSIONERS OF
FLOYD COUNTY, INDIANA

_____, President

ATTEST:

_____, County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____ 201____, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Floyd County Government Facility Building Corporation, and acknowledged the execution of the foregoing Second Addendum to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 20____, personally _____, _____ and _____ and _____ personally known to me to be the members of the Board of Commissioners and the County Auditor, respectively, of Floyd County, Indiana, and acknowledged the execution of the foregoing Second Addendum to Lease for and on behalf of said County.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ James M. Gutting

This instrument prepared by James M. Gutting, Attorney-at-Law
11 South Meridian Street, Indianapolis, Indiana 46204.

Appendix I to Addendum to First Amendment to Lease

Schedule of Adjusted Semi-Annual Lease Rental Payments

<u>Lease Payment</u>	<u>Semi-Annual</u>	<u>Annual Payment</u>
1/15/2019		
7/15/2019		
1/15/2020		
7/15/2020		
1/15/2021		
7/15/2021		
1/15/2022		
7/15/2022		
1/15/2023		
7/15/2023		
1/15/2024		
7/15/2024		
1/15/2025		
7/15/2025		
1/15/2026		
7/15/2026		
1/15/2027		
7/15/2027		
1/15/2028		
7/15/2028		
1/15/2029		
7/15/2029		
1/15/2030		
7/15/2030		
1/15/2031		
7/15/2031		
1/15/2032		
7/15/2032		
1/15/2033		
7/15/2033		
1/15/2034		
7/15/2034		
1/15/2035		
7/15/2035		
1/15/2036		
7/15/2036		
1/15/2037		
7/15/2037		

1/15/2038
7/15/2038