

RESOLUTION ELECTING TO JOIN OR ENLARGE THE PUBLIC EMPLOYEES' RETIREMENT FUND AS ADMINISTERED BY THE INDIANA PUBLIC RETIREMENT SYSTEM

WHEREAS, the Eastern Greene School Board is the governing body of Eastern Greene Schools, a political subdivision or miscellaneous participating entity in the STATE OF INDIANA; and

WHEREAS, for the purposes of this document and interpretation of statutes governing the Public Employees Retirement Fund ("PERF"), "Plan" refers to the public employees' defined contribution plan under [IC 5-10.3-12](#) ("PERF My Choice: Retirement Savings Plan"). "Fund" refers to the PERF Hybrid defined benefit pension fund ("PERF Hybrid").

WHEREAS, political subdivisions may participate in the PERF My Choice: Retirement Savings Plan and choose whether employees are required to become members of the **Plan**, the **Fund** or may choose membership in either the **Plan** or the **Fund**.

WHEREAS, the governing body is fully cognizant that, if it is resolved that the governing body will place any employees in the **Fund**, the percentage of cost of gross annual payroll of covered employees has been set at 3 % by the actuary of the Fund, and that the Board of Trustees of the Indiana Public Retirement System directs the actuary to annually review the status of the employees covered and shall adjust the cost percentage accordingly so that the Fund will remain on an actuarially sound basis; and

WHEREAS, the governing body is fully cognizant that, if it is resolved that the governing body will require employees to enter the **Plan** or offer employees a choice between **Fund** and **Plan** membership, the governing body shall submit a resolution with the following information regarding their participation in the **Plan**:

1. Specify the political subdivision's contribution rate to the plan as a percentage of each member's compensation AND pay such contributions as required under [IC 5-10.3-12-23](#); and [IC 5-10.3-12-24.5](#). Such rates must be greater than or equal to zero percent (0%) and may not exceed the percentage that would produce the normal cost for participation in the fund under [IC 5-10.2-2-11](#).
2. Specify the political subdivision's matching rate that is the percentage of each member's additional contributions to the plan that the political subdivision will match. A political subdivision may specify only:
 - (1) Zero percent (0%); or
 - (2) Fifty percent (50%).
3. Specify whether the political subdivision will pay any part of a member's contribution on behalf of the member;
4. Specify whether employees will automatically be enrolled in the **Fund** or the **Plan** if an eligible employee does not make an affirmative election.

WHEREAS, if such governing body participates in **Fund**, such governing body acknowledges its liability and that, pursuant to law, it and its successors in office, must appropriate sufficient funds each year to retire the employees' prior service liability in an orderly manner and also fund the current cost accruing annually.

WHEREAS, if such governing body participates in **Plan**, such governing body acknowledges its liability and that, pursuant to law, it and its successors in office, must appropriate sufficient funds each year to meet all contribution obligations required by law.

**RESOLUTION ELECTING TO JOIN OR ENLARGE THE PUBLIC EMPLOYEES' RETIREMENT FUND
AS ADMINISTERED BY THE INDIANA PUBLIC RETIREMENT SYSTEM (Continued)**

WHEREAS, such governing body acknowledges and agrees to make a supplemental contribution to the fund in an amount necessary to pay the employer's share of the fund's actuarial unfunded liability that other employers would otherwise be required to pay because the employer's employees are becoming members of the plan instead of the fund.

WHEREAS, such governing body acknowledges and agrees, when an employee separates from service before the member is fully vested in the employer contribution subaccount, the amount in the employer contribution subaccount is forfeited as of the date the member separates from service and that such forfeited amounts will be utilized according to state and federal law.

WHEREAS, the General Assembly of the State of Indiana has authorized covered employers to pick-up all, or part, or none of members' mandatory contributions.

NOW THEREFORE, BE IT ORDAINED by the governing body of the Eastern Greene Schools
in the State of Indiana:

SECTION ONE: The Eastern Greene School Corp elects to become a participating political subdivision or miscellaneous participating entity in the Public Employees' Retirement Fund by including classes of employees as stated below in the coverage under Chapter 340 of the Acts of 1945, and all Acts amendatory thereof and supplemental thereto.

SECTION TWO: The Eastern Greene School Corp elects to offer the following retirement plan(s) under the Public Employees' Retirement Fund:

1. ☒ Only PERF Hybrid for all PERF-eligible employees
2. ☐ Only PERF My Choice for all PERF-eligible employees
3. ☐ A choice between PERF Hybrid and PERF My Choice for all eligible employees, based upon the employee's previous participation election with the employer in the **Fund or Plan**.
4. ☐ PERF Hybrid only to **certain classes of employees** and PERF My Choice: Retirement Savings Plan to **certain classes of employees** as set forth in an attached document. (*Appendix A*)
5. ☐ A choice between PERF Hybrid and PERF My Choice to **certain classes of eligible employees** as established in the attached document (*Appendix A*) based upon the employee's previous participation election with the employer in the **Fund or Plan**.

NOTE: If the employer wants to offer a choice for the employer's unit between Hybrid and My Choice to a certain class and require everyone else to participate in either My Choice or Hybrid as the employer decides, then Employer should select both Items 4 and 5 and describe, in detail on the attached document (*Appendix A*), the class(es) of employees impacted and which option will apply to each class of employee in addition to any other pertinent information.

If PERF My Choice in any format is selected above; please indicate whether PERF Hybrid retirees will be allowed to participate in PERF My Choice. If one of the checkboxes below is not selected, the default will be that no PERF Hybrid retirees will be allowed to participate in PERF My Choice.

- ☐ Yes, PERF Hybrid retirees will be allowed to participate in PERF My Choice
- ☐ No, PERF Hybrid retirees will **not** be allowed to participate in PERF My Choice

**RESOLUTION ELECTING TO JOIN OR ENLARGE THE PUBLIC EMPLOYEES' RETIREMENT FUND
AS ADMINISTERED BY THE INDIANA PUBLIC RETIREMENT SYSTEM** (Continued)

SECTION THREE: If an employee is eligible to choose membership in either the Fund or the Plan, and that employee fails to make an election within the period set forth in IC 5-10.3-12-20 and 35 IAC 1.3-4-1, said employee will be automatically and irrevocably enrolled in the following plan:

PERF Hybrid

PERF My Choice: Retirement Savings Plan

SECTION FOUR: That, effective as of the 11th day of September, 2023, this participating political subdivision or miscellaneous participating entity shall pick up **all or** 0 % of the mandatory contribution for all or employees who are members of PERF. Said employees shall not be entitled to choose to receive the contributed amounts directly instead of having them paid by the employer to the specified pension fund.

CHOOSE EITHER 4A OR 4B

- ☐ **4A. New Money Pick-Up** – That the above contributions, even though designated as employee contributions for state law purposes, are being paid by the employer in addition to regular compensation as a supplemental contribution that is separate and distinct from the employees' current or future compensation, and in lieu of contributions by the employees. Such contributions will not be included in the gross income of the employees for any tax reporting purposes, such as for federal, state, or local income tax withholding, or FICA taxes, until distributed either through a pension benefit or a lump sum payment. These contributions are made on a pre-tax basis and are paid by the employer on behalf of the employee.
- ☐ **4B. Salary Reduction Pick-Up** – That said contributions, even though designated as employee contributions for state law purposes, are being paid by the employer via a reduction in salary. Such contributions will not be included in the gross income of the employees for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, until distributed either through a pension benefit or a lump sum payment. Such contributions will be included in the gross income of the employees for FICA taxes when they are made. These contributions are made on a pre-tax basis but are paid by the employee through a payroll deduction.

SECTION FIVE: The _____, as a participating political subdivision, offering the Plan, agrees to pay a contribution rate to the Plan as a percentage of each member's compensation in the amount of ____%. This amount may range from 0% to the percentage that would produce the normal cost for participation in the fund under IC 5-10.2-2-11.

SECTION SIX: The _____, as a participating political subdivision, offering the Plan, agrees to pay a matching rate in the amount of:

☐ Fifty Percent (50%)

☐ Zero Percent (0%)

which is the percentage of each member's additional voluntary contributions to the Plan that governing body will match.

SECTION SEVEN: The positions listed on an attached document are declared covered by the Fund, the Plan, or Both as indicated in the attached document.

SECTION EIGHT: It is hereby declared that none of the classifications or positions specified in Section Three are compensated on a fee basis or of an emergency nature, or in a part-time category.

**RESOLUTION ELECTING TO JOIN OR ENLARGE THE PUBLIC EMPLOYEES' RETIREMENT FUND
AS ADMINISTERED BY THE INDIANA PUBLIC RETIREMENT SYSTEM** *(Continued)*

SECTION NINE: The active participation membership of the Eastern Greene School Corporation
(*Name of Political Subdivision*) shall begin October 1, 2023

SECTION TEN: This resolution shall be in full force and effect from date of passage and upon approval of the Board of Trustees of the Indiana Public Retirement System, except that active participating membership shall begin on the date set forth in Section Nine.

**RESOLUTION ELECTING TO JOIN OR ENLARGE THE PUBLIC EMPLOYEES' RETIREMENT FUND
AS ADMINISTERED BY THE INDIANA PUBLIC RETIREMENT SYSTEM** *(Continued)*

Adopted this 11th day of September, 2023

By:

Signature

Title

Printed Name

On Behalf of _____

**RESOLUTION ELECTING TO JOIN OR ENLARGE THE PUBLIC EMPLOYEES' RETIREMENT FUND
AS ADMINISTERED BY THE INDIANA PUBLIC RETIREMENT SYSTEM (Continued)**

APPENDIX A

Select if applicable:

- ☐ **Fire Chief** who is ineligible for membership in the 1977 Police Officers' and Firefighters' Pension and Disability Fund as provided in [IC 36-8-8-7\(h\)](#) because he/she has a waiver as described in [IC 36-8-4-6\(c\)](#).
- ☐ **Police Chief** who is ineligible for membership in the 1977 Police Officers' and Firefighters' Pension and Disability Fund as provided in [IC 36-8-8-7\(h\)](#) because he/she has a waiver as described in [IC 36-8-4-6.5\(c\)](#).

[illegible]

* Per IC 5-10.3-6-1, political subdivisions may specify departmental, occupational, or another definable classification of employees who are required to become members of PERF Hybrid or PERF My Choice or have an option to select between the two. If necessary, attach all additional explanation and/or documentation material to this form when submitting it to INPRS.

Attach all additional explanation and/or documentation material to this form when submitting it to INPRS.

Authorized Signature

Signature

Title

Printed Name _____

EXECUTIVE SUMMARY OF
REQUESTED ACTION BY SCHOOL BOARD

RESOLUTION DETERMINING NEED FOR PROJECTS (EXHIBIT A)

As required by the school leasing statute (IC 20-47-3), the Board must determine that there is a need for the project.

RESOLUTION APPROVING FORM OF LEASE (EXHIBIT B)

The School Corporation is funding these Projects through a lease financing, as it has done with other past construction/renovation projects. Lease financings are used by school corporations across Indiana in order to borrow for renovation and construction. This type of financing does not count against the School Corporation's Constitutional debt allowance.

The Building Corporation will purchase a portion of the middle school building at the closing for at least the appraisal value. The Building Corporation will then lease that portion of the building back to the School Corporation. The lease rental due from the School Corporation will be paid from property taxes. The lease rental (as shown as a maximum amount in the Lease) will be sufficient to pay the principal and interest due to the bond holders.

LEASE AGREEMENT

Between

**EASTERN GREENE SCHOOL BUILDING CORPORATION
LESSOR**

and

**EASTERN GREENE SCHOOLS
LESSEE**

Executed as of this 19th day of October, 2023

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called the "Lease") entered into as of this 19th day of October, 2023, between Eastern Greene School Building Corporation, an Indiana corporation (hereinafter called "Lessor" or "Building Corporation"), and Eastern Greene Schools, a school corporation, existing under the laws of the State of Indiana and located in Greene County, Indiana (hereinafter called "Lessee" or "School Corporation"), WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in Greene County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof, and a portion of the middle school building to be renovated and equipped thereon by Lessor according to plans and specifications prepared (hereinafter called the "Leased Premises").

The above mentioned plans and specifications may be changed, additional renovation 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 renovation work or equipment do not alter the character of the building reduce the value thereof. Any such additional renovation 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 Lessor acquires fee simple title to real estate, 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 first mortgage bonds issued (i) to finance the cost of the Leased Premises, (ii) to refund such first

mortgage bonds, (iii) to refund such ad valorem property tax first mortgage refunding bonds, or (iv) to improve the Leased Premises.

The date the Lessor acquires fee simple title to the real estate described in Exhibit A shall be endorsed on this Lease at the end hereof by parties hereto as soon as the same can be done after such 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. The date the building is 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, and such endorsement shall be recorded as an addendum to this Lease.

2. Rental Payments. The Lessee agrees to pay rental during renovation for the Leased Premises in the amount of up to \$500,000 per payment payable on June 30 and December 31 beginning on June 30, 2024 until completion of construction. Thereafter, the Lessee agrees to pay rental for the Leased Premises at the rate of \$1,800,000 per year during the term of the Lease. The first rental installment shall be due on the day that the building to be renovated and equipped is completed or June 30, 2026, whichever is later. If the completion date is later than June 30, 2026, the first rental payment shall be in an amount calculated at the annual rate from the date of payment to the next June 30 or December 31. Thereafter, rental shall be payable in advance in semiannual installments of \$900,000 on June 30 and December 31 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.

The Lessor and Lessee understand and agree that the obligation of the Lessee to pay the rental payments under this Lease shall constitute a current expense of the Lessee payable from its debt service fund or any other funds that are legally available for that purpose and shall not in any way be construed to be a debt of the Lessee in contravention of any applicable constitutional or statutory limitation.

All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank selected as Trustee (hereinafter called the "Trustee") under the Trust Indenture between the Trustee and the Lessor (hereinafter called 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 first mortgage bonds to be issued by the Lessor to finance 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 as the same can be done after selection, and such endorsement shall be recorded as an addendum to this Lease.

After the sale of the first mortgage bonds issued to finance the acquisition and renovation of the Leased Premises, the annual rental 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 in order to pay the debt service when due, plus Six Thousand Dollars (\$6,000) 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 first mortgage bonds issued to finance the acquisition renovation 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 to render them unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild 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 occupancy and shall be in proportion to the percentage of floor area which is unfit or unavailable for occupancy.

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 or 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. 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, 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 buildings 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 20, Article 47, Chapter 3 (which improvements shall be deemed a part of the Leased Premises and available for use and occupancy 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 first mortgage 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 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, shareholders, 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; file a claim with the Treasurer of the State of Indiana for an amount equal to any amount in default, and may authorize or delegate the authority to file such claim; 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: Eastern Greene School Building Corporation, Attention: President, 1471 North State Road, Bloomfield, IN 47424; (b) to Lessee: Eastern Greene Schools, Attention: Superintendent, 1471 North State Road, Bloomfield, IN 47424; (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 renovating and erecting a school building and leasing the same to Lessee under the provisions of Indiana Code, Title 20, Article 47, Chapter 3. 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.

EASTERN GREENE SCHOOL BUILDING
CORPORATION

By: _____
Mark Eckerle, President

Attest:

Randall Frye, Secretary

[Signature Page to Lease Agreement]

EASTERN GREENE SCHOOLS

By: _____
Scott Carmichael, President
Board of School Trustees

Attest:

By: _____
Dennis Crowe, Secretary
Board of School Trustees

[Signature Page to Lease Agreement]

STATE OF INDIANA)
) SS:
COUNTY OF GREENE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark Eckerle and Randall Frye, personally known to me to be the President and Secretary of Eastern Greene School Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said building corporation.

WITNESS my hand and notarial seal this _____ day of October, 2023.

(Written Signature)

My Commission Number:

(Printed Name)

Notary Public

(Seal)

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF GREENE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Carmichael and Dennis Crowe, personally known to me to be the President and Secretary of Eastern Greene Schools, and acknowledged the execution of the foregoing Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal this _____ day of October, 2023.

(Written Signature)

My Commission Number:

(Printed Name)

Notary Public

(Seal)

My Commission Expires:

My County of Residence:

EXHIBIT A

LEGAL DESCRIPTION

The Leased Premises shall consist of a portion of the middle school building to be renovated, which is more particularly described as follows:

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. /s/ Jane Neuhauser Herndon.

This instrument was prepared by Jane Neuhauser Herndon, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282.