

**AMENDMENT TO BOT LEASE
AMENDED AND RESTATED RENT ADDENDUM
RENT ADDENDUM
Yorktown**

This Amendment to BOT Lease/Amended and Restated Rent Addendum (the "Amendment") is executed this ____ day of _____, 2022, by and between Yorktown Government Center LLC (the "Developer"), and the Town of Yorktown, Indiana (the "Town").

Recitals

WHEREAS, Company and Town have executed that certain BOT Lease Agreement (Yorktown) dated December 27, 2017 (the "BOT Lease Agreement");

WHEREAS, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the BOT Lease Agreement;

WHEREAS, Company and Town have agreed to certain amend the BOT Lease Agreement to reflect their agreement with respect to the modification of the method for calculating interest;

WHEREAS, as contemplated by the BOT Lease Agreement, the parties executed that certain Rent Addendum (Yorktown) dated December 29, 2017 (the "Rent Addendum"), to which the schedule of Lease Payment is attached (the "Original Payment Schedule");

WHEREAS, due to the modification of the method for calculating interest, the Original Payment Schedule no longer is correct;

WHEREAS, because Developer's signed signature page to the Rent Addendum has been misplaced, the parties have agreed to amend and restate the Rent Addendum; and

WHEREAS, First Merchants Bank, which, pursuant to that certain Participation and Purchase Agreement dated December 27, 2017, purchased Developer's right to receive the Lease Payments, has consented to the terms of this Amendment.

Agreement

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Company and Town agree to the provisions set forth below.

1. Lease Amendment. In Subsection 12(a), entitled "Interest", clause (iii) is amended and restated to read as follows:

"(ii) During the Term, interest shall accrue on the basis of a 360-day year with 30-day months."

2. Rent Addendum.

(a) Term. Section 1 of the Rent Addendum is amended and restated to read as follows;

"Term. The Term: (a) commenced on December 29, 2017; and (b) will end on the first to occur of the date on which: (i) the Second Period expires; or (ii) the Outstanding LP Principal Amount has been reduced to \$0.00, and all accrued interest has been paid in full."

(b) First Payment. Section 2 of the Rent Addendum is amended and restated to read as follows;

"Payment Due Date. The first Payment Due Date of the Term occurred on July 15, 2018."

(c) Lease Payments. Section 3 of the Rent Addendum is amended and restated to read as follows:

"Lease Payments. Attached hereto as Schedule 1 is a schedule of Lease Payments, with the total amount of each Lease Payment separated into "Principal" and "Interest". During the Initial Period, the Lease Payments shall be the amounts set forth on Schedule 1. Because the Standard Rate will change from the Initial Period Rate to the Second Period Rate on the first day of the Second Period, the amounts set forth on Schedule 1 for the Second Period are projections only. Accordingly, prior to the first day of the Second Period, the existing Schedule 1 shall be replaced with a replacement Schedule 1 that sets forth the actual LP Interest Amount and LP Principal Amount payable during the Second Period."

The parties acknowledge and agree that Lease Payments have been paid through the Payment Due Date that occurred on January 15, 2022.

(d) Schedule 1. The schedule of Lease Payments attached hereto as Schedule 1 reflects Lease Payments with respect to which the LP Interest Amounts have been calculated in conformity with Section 1 of this Amendment. Accordingly, the Original Payment Schedule is of no further force or effect as of the date hereof.

3. Control.

(a) BOT Lease Agreement. In the event of any conflict between the BOT Lease Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as expressly provided in this Amendment, all of the terms and conditions of the BOT Lease Agreement shall remain in full force and effect.

(b) Rent Addendum. This Amendment amends, restates, and supersedes the Rent Addendum in its entirety; accordingly, the Rent Addendum is of no further force or effect as of the date hereof.

4. Counterparts. This Amendment is being executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Company and Town have executed this Amendment as of the date set forth in the introductory paragraph hereof.

YORKTOWN GOVERNMENT CENTER
LLC

By: GM Development Companies LLC

By: _____
Gregory W. Martz, Sole Member

TOWN OF YORKTOWN, INDIANA

By: _____

Printed: _____

Title: _____

Accepted and Agreed to:

FIRST MERCHANTS BANK

By: _____
Jason Fenwick, Managing Director
Public Finance

SCHEDULE 1
Lease Payments Schedule

Lease Payments Schedule				
	Principal	Interest	Total Payment	Remaining Balance
12/27/2017	\$ -	\$ -	\$ -	\$ 2,800,000.00
7/15/2018	\$ -	\$ 53,900.00	\$ 53,900.00	\$ 2,800,000.00
1/15/2019	\$ -	\$ 49,000.00	\$ 49,000.00	\$ 2,800,000.00
7/15/2019	\$ 48,921.86	\$ 49,000.00	\$ 97,921.86	\$ 2,751,078.14
1/15/2020	\$ 49,777.99	\$ 48,143.87	\$ 97,921.86	\$ 2,701,300.15
7/15/2020	\$ 50,649.11	\$ 47,272.75	\$ 97,921.86	\$ 2,650,651.04
1/15/2021	\$ 51,535.47	\$ 46,386.39	\$ 97,921.86	\$ 2,599,115.57
7/15/2021	\$ 52,437.34	\$ 45,484.52	\$ 97,921.86	\$ 2,546,678.23
1/15/2022	\$ 53,354.99	\$ 44,566.87	\$ 97,921.86	\$ 2,493,323.24
7/15/2022	\$ 54,288.70	\$ 43,633.16	\$ 97,921.86	\$ 2,439,034.54
1/15/2023	\$ 55,238.76	\$ 42,683.10	\$ 97,921.86	\$ 2,383,795.78
7/15/2023	\$ 56,205.43	\$ 41,716.43	\$ 97,921.86	\$ 2,327,590.35
1/15/2024	\$ 57,189.03	\$ 40,732.83	\$ 97,921.86	\$ 2,270,401.32
7/15/2024	\$ 58,189.84	\$ 39,732.02	\$ 97,921.86	\$ 2,212,211.48
1/15/2025	\$ 59,208.16	\$ 38,713.70	\$ 97,921.86	\$ 2,153,003.32
7/15/2025	\$ 60,244.30	\$ 37,677.56	\$ 97,921.86	\$ 2,092,759.02
1/15/2026	\$ 61,298.58	\$ 36,623.28	\$ 97,921.86	\$ 2,031,460.44
7/15/2026	\$ 62,371.30	\$ 35,550.56	\$ 97,921.86	\$ 1,969,089.14
1/15/2027	\$ 63,462.80	\$ 34,459.06	\$ 97,921.86	\$ 1,905,626.34
7/15/2027	\$ 64,573.40	\$ 33,348.46	\$ 97,921.86	\$ 1,841,052.94
1/15/2028	\$ 65,703.43	\$ 32,218.43	\$ 97,921.86	\$ 1,775,349.51
7/15/2028	\$ 66,853.24	\$ 31,068.62	\$ 97,921.86	\$ 1,708,496.27
1/15/2029	\$ 68,023.18	\$ 29,898.68	\$ 97,921.86	\$ 1,640,473.09
7/15/2029	\$ 69,213.58	\$ 28,708.28	\$ 97,921.86	\$ 1,571,259.51
1/15/2030	\$ 70,424.82	\$ 27,497.04	\$ 97,921.86	\$ 1,500,834.69
7/15/2030	\$ 71,657.25	\$ 26,264.61	\$ 97,921.86	\$ 1,429,177.44
1/15/2031	\$ 72,911.25	\$ 25,010.61	\$ 97,921.86	\$ 1,356,266.19
7/15/2031	\$ 74,187.20	\$ 23,734.66	\$ 97,921.86	\$ 1,282,078.99
1/15/2032	\$ 75,485.48	\$ 22,436.38	\$ 97,921.86	\$ 1,206,593.51
7/15/2032	\$ 76,806.47	\$ 21,115.39	\$ 97,921.86	\$ 1,129,787.04
1/15/2033	\$ 78,150.59	\$ 19,771.27	\$ 97,921.86	\$ 1,051,636.45
7/15/2033	\$ 79,518.22	\$ 18,403.64	\$ 97,921.86	\$ 972,118.23
1/15/2034	\$ 80,909.79	\$ 17,012.07	\$ 97,921.86	\$ 891,208.44
7/15/2034	\$ 82,325.71	\$ 15,596.15	\$ 97,921.86	\$ 808,882.73
1/15/2035	\$ 83,766.41	\$ 14,155.45	\$ 97,921.86	\$ 725,116.32
7/15/2035	\$ 85,232.32	\$ 12,689.54	\$ 97,921.86	\$ 639,884.00
1/15/2036	\$ 86,723.89	\$ 11,197.97	\$ 97,921.86	\$ 553,160.11
7/15/2036	\$ 88,241.56	\$ 9,680.30	\$ 97,921.86	\$ 464,918.55
1/15/2037	\$ 89,785.79	\$ 8,136.07	\$ 97,921.86	\$ 375,132.76
7/15/2037	\$ 91,357.04	\$ 6,564.82	\$ 97,921.86	\$ 283,775.72
1/15/2038	\$ 92,955.78	\$ 4,966.08	\$ 97,921.86	\$ 190,819.94
7/15/2038	\$ 94,582.51	\$ 3,339.35	\$ 97,921.86	\$ 96,237.43
1/15/2039	\$ 96,237.43	\$ 1,684.16	\$ 97,921.59	\$ -
	\$ 2,800,000.00	\$ 1,219,774.13	\$ 4,019,774.13	