

RESOLUTION NO. 9-2009

RESOLUTION OF THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA APPROVING THE TERMS AND CONDITIONS OF A LEASE WITH THE CLARK COUNTY HOSPITAL ASSOCIATION AND THE BOARD OF TRUSTEES CLARK MEMORIAL HOSPITAL

WHEREAS, the Board of Commissioners of Clark County, Indiana (the "Board") has given consideration to the acquisition, renovation, construction and/or equipping of certain improvements to the existing county hospital facilities and related improvements (the "Project"); and

WHEREAS, the Board, being duly advised, finds that it is in the best interests of Clark County, Indiana (the "County") and its citizens for the purpose of financing and/or refinancing all or any portion of the Project to enter into negotiations with respect to a lease between the County and The Board of Trustees of Clark Memorial Hospital (the "Hospital"), as lessees, and the Clark County Hospital Association (the "Association"), as lessor (the "Lease") for all or a portion of the Project, in order to better serve the residents of the County; and

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

WHEREAS, the Board reasonably expects that the lease rentals under the Lease will be paid by the Hospital from net revenues of the Hospital (the "Net Revenues"); and

WHEREAS, as additional security for the payment of lease rentals under the Lease, such lease rentals shall be payable from *ad valorem* property taxes to be levied on all taxable property in the County to the extent the Net Revenues are insufficient to pay such lease rentals; and

WHEREAS, the Board desires to approve the proposed Lease and publish notice of a public hearing and conduct a public hearing on the proposed Lease pursuant to Indiana Code § 16-22-6-18; and

WHEREAS, after the public hearing the Board may adopt a resolution pursuant to Ind. Code § 16-22-6-18 authorizing the execution of the proposed Lease on behalf of the County if it finds that the Lease is necessary and wise and that the lease rentals provided for are fair and reasonable.

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

Section 1. Pursuant to Ind. Code § 16-22-6-18, the Board hereby approves the terms and conditions of the proposed Lease, including the payment of lease rentals under the Lease from *ad valorem* property taxes to be levied on all taxable property in the County to the extent the Net Revenues are insufficient to pay such lease rentals. The Board hereby authorizes the

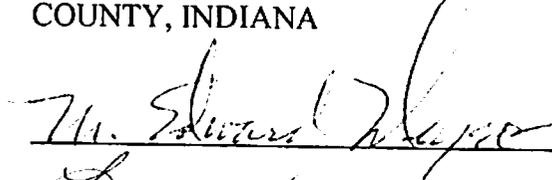
publication of a notice of a public hearing of the Board, upon the approval by the Association, the Hospital, and the County Council of the terms and conditions of the Lease.

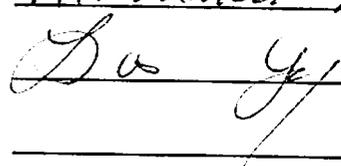
Section 2. Any member of the Council, the Auditor, and any member of the Board are hereby authorized, empowered and directed, on behalf of the County to take any other action as such individual deems necessary or desirable to effectuate the foregoing resolutions, and any actions heretofore made or taken be, and hereby are, ratified and approved.

Section 3. This Resolution shall be in full force and effect immediately upon adoption.

DULY PASSED on this 25th day of June, 2009, by the Board of Commissioners of Clark County, Indiana.

THE BOARD OF COMMISSIONERS OF CLARK
COUNTY, INDIANA





ATTEST:



Auditor, Clark County

LEASE
by and among

CLARK COUNTY
HOSPITAL ASSOCIATION,
as Lessor

and

CLARK COUNTY, INDIANA

and

THE BOARD OF TRUSTEES OF CLARK MEMORIAL HOSPITAL,
as Lessees

Dated as of _____, 2009

PREMISES, TERM AND WARRANTY.....1

RENTAL PAYMENTS.....2

ADDITIONAL RENTAL PAYMENTS.....2

SOURCE OF PAYMENT OF RENTALS; HOSPITAL LEASE REVENUE FUND.....3

DAMAGE TO PREMISES; ABATEMENT OF RENT.....3

OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY 4

INSURANCE.....4

ASSIGNMENT AND SUBLETTING.....5

TAX COVENANTS.....5

OPTION TO PURCHASE.....5

OPTION TO RENEW.....6

TRANSFER TO THE LESSEES.....6

DEFAULTS.....6

NOTICES.....7

SUCCESSORS OR ASSIGNS.....7

SEVERABILITY.....7

TABLE OF CONTENTS; CAPTIONS.....7

CONSTRUCTION OF COVENANTS.....7

TABLE OF CONTENTS

LEASE

THIS LEASE (this "Lease"), entered into as of this ____ day of _____, 2009, by and among the Clark County Hospital Association, a body corporate and politic organized under Indiana Code § 16-22-6 *et seq.* (the "Lessor"), Clark County, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the "County") and The Board of Trustees of Clark Memorial Hospital, a body corporate and politic organized under Ind. Code § 16-22-1 *et seq.* (the "Hospital") (the County and the Hospital collectively, the "Lessees");

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a)(i) The Lessor does hereby lease, demise and let to the Lessees certain real estate in Clark County, Indiana, described in Exhibit A attached hereto and made a part hereof (the "Real Estate"), including the hospital building currently located thereon (the "Improvements") (the Real Estate, the Improvements, and appurtenances thereto, collectively, the "Premises"), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, beginning on the date the Premises are acquired by the Lessor, and ending on a date not more than twenty (20) years thereafter, determined at the time the parties hereto endorse the Addendum to Lease in the form attached hereto as Exhibit B.

(ii) Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (x) the exercise by the Lessees of the option to purchase the Premises and the payment of the option price, or (y) the payment or defeasance of all bonds issued (i) to finance the cost of the Premises, (ii) to refund such bonds, (iii) to refund such refunding bonds, or (iv) to renovate or improve the Premises.

(iii) The Improvements are expected to be ready for occupancy upon their acquisition by the Lessor and such fact (or such other date upon which the Improvements are complete and ready for occupancy) shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an addendum to this Lease.

(iv) The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Premises, and the Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of the Lessees or its assigns.

(b) Any plans and specifications relating to renovations or additions to the Improvements (the "Plans and Specifications") may be changed from time to time, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessees, and only if such changes, additional construction work or additional equipment do not alter the character of the Premises or reduce the value thereof.

Any such additional construction work or additional equipment shall be part of the property covered by this Lease. The Plans and Specifications have been filed with and approved by the Lessees.

2. RENTAL PAYMENTS.

(a) The Lessees agree to pay rental for the Premises at a rate per year during the term of this Lease not to exceed _____ Dollars (\$ _____), with such portion of the rental payable by the County and the Hospital as described in Section 4. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the real estate together with that portion of the Improvements which are complete and ready for use and occupancy by the Lessees at the time such semi-annual installment is made. The first rental installment shall be due on June 30 or December 31 of such year, as determined by the Lessor and the Lessees at the time the parties hereto endorse the Addendum to Lease in the form attached hereto as Exhibit B; provided, however, the first rental installment shall be due no earlier than _____, 20___. Thereafter, such rental shall be payable in advance in semi-annual installments on June 30 and December 31 of each year. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified 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 Lessees to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the bonds (the "Bonds") to be issued in one or more series by the Lessor to provide funds for the acquisition, renovation, construction or equipping of the Premises. All payments so made by the Lessees shall be considered as payments to the Lessor of the rentals payable hereunder.

(b) After the sale of the Bonds, the annual rental shall be reduced to an amount equal to the multiple of \$1,000 next higher than the principal and interest due in each twelve (12) month period commencing each year on June 30 payable in semi-annual installments together with Five Thousand Dollars (\$5,000.00). In addition, each such reduced semi-annual installment shall be based on the value of the real estate together with that portion of the Improvements which are complete and ready for use and occupancy by the Lessees at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

3. ADDITIONAL RENTAL PAYMENTS. The Lessees shall pay as further rental for the Premises all taxes and assessments levied against or on account of the Premises or the receipt of lease rental payments hereunder and the amount required to reimburse the Lessor for any insurance payments made by it under Section 7. In addition, the Lessees shall pay for all of the utilities in connection with the operation of the Premises. The Lessees also shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. 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 Lessees at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessees 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 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 Lessees shall not be obligated to pay the same until such contests shall have been determined. The Lessees shall pay as further rental the amount calculated by or for the Trustee as the amount required to be paid to the United States Treasury, after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

4. SOURCE OF PAYMENT OF RENTALS; HOSPITAL LEASE REVENUE FUND.

(a) The fixed annual rentals described in Section 2 (the "Fixed Annual Rentals") and the additional rentals described in Section 3 (the "Additional Rentals") (the Fixed Annual Rentals and the Additional Rentals, collectively, the "Rentals") shall be payable from the net revenues of the Hospital. The Hospital agrees to certify to the County Council of the County by August 1 of each year: (i) the amount of the net revenues of the Hospital that the Hospital anticipates will be available for deposit in the Lease Rental Revenue Fund (as defined below) in the next calendar year (the "Estimated Annual Net Revenues"), and (ii) whether or to what extent the Estimated Annual Net Revenues anticipated to be deposited in the Lease Revenue Fund will be sufficient to pay the Rentals when due in the next calendar year. The Hospital shall deposit in a separate fund (the "Lease Revenue Fund") to be held by the Trustee, on the last day of each month, one-sixth (1/6) of the portion of the Rentals which are due on the next June 30 or December 31 and are anticipated to be paid with the Estimated Annual Net Revenues. The moneys deposited in the Lease Rental Revenue Fund shall be used to pay the Rentals.

(b) The Rentals shall be payable also from the revenues of a tax levied by the County on all taxable property in the County pursuant to Indiana Code § 16-22-6-32 (the "Tax Revenues"). The County may pay the Rentals or any other amounts due hereunder from any other revenues legally available to the County (the "Other County Funds"); provided, however, the County shall be under no obligation to pay any Rentals or any other amounts due hereunder from any moneys or properties of the County other than the Tax Revenues received by the County. Pursuant to Indiana Code § 16-22-6-32, in fixing and determining the amount of the levy, if any, necessary to pay such rentals, the County may consider the anticipated amount of net revenues to be deposited in the Lease Rental Revenue Fund in the next year pursuant to subparagraph (a) above and the amount of the Other County Funds the County anticipates using to pay such rentals. The County is not relieved of the payment of rentals from taxes if the amounts deposited by the Hospital in the Lease Rental Revenue Fund or the Other County Funds are insufficient to make such payments.

5. DAMAGE TO PREMISES; ABATEMENT OF RENT. In the event the Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the Lessees, (x) it shall then be the obligation of the Lessor to restore and rebuild the 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 7 hereof, and provided further, the Lessor shall not be required to rebuild or restore the Premises if the Lessees instruct the Lessor not to undertake such work because the Lessees anticipate 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 insurance, and (y) the rent shall be abated for the period during which the Premises or any part thereof is unfit for use by the Lessees, in proportion to the percentage of the area of the Premises which is unfit for use by the Lessees.

6. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. The Hospital shall operate, maintain and repair the Premises during the term of this Lease in good repair, working order and condition at their expense. The Hospital shall use and maintain the 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 Hospital shall have the right, without the consent of the Lessor, to make all renovations, alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Premises which do not reduce the rental value thereof. At the end of the term of this Lease, the Hospital shall deliver the building to the Lessor in as good condition as at the beginning of the term of this Lease, reasonable wear and tear excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Hospital. The Hospital need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to the Hospital.

7. INSURANCE. The Hospital, at its own expense, shall, during the term of this Lease, keep the Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or improvements of a similar type, with good and responsible insurance companies approved by the Lessor. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price as set forth in Section 10 hereof, and (ii) one hundred percent (100%) of the full replacement cost of the Premises as certified by a registered architect, registered engineer or professional appraisal engineer selected by the Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter, provided, such certification shall not be required so long as the amount of such insurance shall be at least equal to the amount specified in (i) above. Such appraisal may be based upon a recognized index of conversion factors. During the term of this Lease, the Hospital shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the 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 Section 7. During the full term of this Lease, the Hospital will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Premises in an amount not less than Three Million Dollars (\$3,000,000) combined single limit 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. Such policies shall be for the benefit of all persons having an insurable interest in the 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 of the State

of Indiana 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 Hospital fails to maintain insurance in accordance with this Section 7, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Hospital 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 Hospital of any consequence of its default in failing to obtain such insurance.

8. ASSIGNMENT AND SUBLETTING. The Lessees may assign this Lease or sublet any portion the Premises without the written consent of the Lessor provided such assignment or sub-lease complies with the purposes of Ind. Code § 16-22-6 *et.seq.* The Lessor shall not assign this Lease without the written consent of the Lessees, except to the extent provided in the Indenture.

9. TAX COVENANTS. Notwithstanding any other provision of this Lease to the contrary, the Lessees shall not take any action or fail to take any action with respect to its use of the Premises that would result in loss of the exclusion from gross income of interest paid on the Bonds under the Code, which Bonds, when initially issued and sold, were the subject of an opinion of bond counsel to the effect that interest thereon was excludable from gross income under the Code. Any agreement entered into by the Lessees with respect to the Premises that would result in a loss of the exclusion from gross income of interest paid on such Bonds under the Code shall be of no force or effect and shall not convey any rights or impose any obligation in respect to it, at law or in equity.

10. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessees the right and option, on any date prior to the expiration of this Lease, upon written notice to the Lessor, to purchase the Premises at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises, including the Bonds, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and to enable the Lessor to liquidate, if the Lessor is to be liquidated, by paying the expenses and charges of liquidation and to pay the cost of transferring the Premises.

(b) Upon request of the Lessees, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessees on the next rental payment date in order to purchase the Premises in accordance with Section 10(a) hereof.

(c) If the Lessees exercise their option to purchase, they shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessees a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessees to the Lessor. Nothing herein contained shall be construed to provide that the Lessees shall be under any obligation to purchase the Premises, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessees documents conveying to one of the Lessees 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 the Lessor; (ii) those liens and encumbrances created by the Lessees or to the creation or suffering of which the Lessees 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 Premises by the Lessees or conveyance of the same to one of the Lessees, the Lessees shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessees' expense all tax payments required for the transfer of title.

11. OPTION TO RENEW. The Lessor hereby grants to the Lessees 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 the Lessees may exercise this option by written notice to the Lessor given prior to the expiration of this Lease.

12. TRANSFER TO THE LESSEES. In the event the Lessees have not exercised their option to purchase the Premises in accordance with Section 9 hereof and have not exercised their option to renew this Lease in accordance with Section 10 hereof, then, upon expiration of this Lease and upon full performance by the Lessees of their obligations under this Lease, the Premises shall become the absolute property of the Lessees, and, upon the Lessees' request, the Lessor shall execute proper instruments conveying to the Lessees all of the Lessor's title thereto.

13. DEFAULTS.

(a) If the Lessees shall default in the (i) payment of any rentals or other sums payable to the Lessor hereunder, or (ii) 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 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 may authorize or delegate the authority to file a suit or make appropriate claims, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessees hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Premises and the Lessees covenant to surrender the same forthwith upon demand.

(b) The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessees 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, at its last known address.

15. SUCCESSORS OR ASSIGNS. All covenants in this Lease, whether by the Lessor or the Lessees, shall be binding upon the successors and assigns of the respective parties hereto.

16. SEVERABILITY. In the case of any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

17. TABLE OF CONTENTS; CAPTIONS. The table of contents appended to this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

18. CONSTRUCTION OF COVENANTS. The Lessor was organized for the purpose of acquiring, constructing and equipping the Premises and leasing the same to the Lessees under the provisions of the Ind. Code § 16-22-6 *et.seq.* 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 provisions of said statutes, the provisions of said statutes shall be deemed to be controlling and binding upon the Lessor and the Lessees.

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

LESSOR

CLARK COUNTY HOSPITAL
ASSOCIATION

By: _____
President

ATTEST:

Secretary

[Signature Page to Lease by and among Clark County Hospital Association, Clark County, Indiana and The Board of Trustees of Clark Memorial Hospital dated _____, 2009.]

LESSEES

CLARK COUNTY, INDIANA

By: Board of Commissioners of Clark County,
Indiana

Commissioner

Commissioner

Commissioner

ATTEST:

Auditor
Clark County, Indiana

[Signature Page to Lease by and among Clark County Hospital Association, Clark County, Indiana and The Board of Trustees of Clark Memorial Hospital dated _____, 2009.]

THE BOARD OF TRUSTEES OF CLARK
MEMORIAL HOSPITAL

President

ATTEST:

Secretary

[Signature Page to Lease by and among Clark County Hospital Association, Clark County,
Indiana and The Board of Trustees of Clark Memorial Hospital dated _____, 2009.]

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Clark County Hospital Association, and acknowledged the execution of the foregoing lease for and on behalf of said association.

WITNESS my hand and notarial seal this _____ day of _____, 2009.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____, _____, and _____, personally known to me as the Board of Commissioners and Auditor, respectively, of Clark County, Indiana and acknowledged the execution of the foregoing lease for and on behalf of said county.

WITNESS my hand and notarial seal this _____ day of _____, 2009.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of The Board of Trustees of Clark Memorial Hospital, and acknowledged the execution of the foregoing lease for and on behalf of said hospital.

WITNESS my hand and notarial seal this _____ day of _____, 2009.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by Jerimi J. Ullom, Esquire, Hall, Render, Killian, Heath & Lyman, P.C., One America Square, Suite 2000, Indianapolis, Indiana 46282. 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/ Jerimi J. Ullom

EXHIBIT A
REAL ESTATE DESCRIPTION

EXHIBIT B

ADDENDUM TO LEASE BETWEEN
CLARK COUNTY HOSPITAL ASSOCIATION, LESSOR,
AND CLARK COUNTY, INDIANA AND THE BOARD OF TRUSTEES
OF CLARK MEMORIAL HOSPITAL, LESSEES

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 20__, by and among Clark County Hospital Association, a body corporate and politic organized under Indiana Code § 16-22-6 et.seq. (the "Lessor"), and Clark County, Indiana, a municipal corporation existing under by the laws of the State of Indiana, and The Board of Trustees of Clark Memorial Hospital, a body corporate and politic duly organized and validly existing under Indiana Code 16-22-1 (collectively, the "Lessees");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessees dated as of _____, 2009 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date of the first rental payment, and the ending date of the term of the Lease with respect to the Existing Real Estate and the Existing Improvements, the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned as follows:

Section 1. Lease Term. The term of the Lease shall end on _____.

Section 2. First Rental Payment Date. The first rental payment shall be due on _____.

Section 3. The Annual Rental. The adjusted rental is set forth on Appendix I attached hereto.

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

LESSOR

CLARK COUNTY HOSPITAL
ASSOCIATION

By: _____
President

ATTEST:

Secretary

LESSEES

CLARK COUNTY, INDIANA

By: Board of Commissioners of Clark County,
Indiana

Commissioner

Commissioner

Commissioner

ATTEST:

Auditor
Clark County, Indiana

THE BOARD OF TRUSTEES OF CLARK
MEMORIAL HOSPITAL

President

ATTEST:

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Clark County Hospital Association, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said association.

WITNESS my hand and notarial seal this ____ day of _____, 20__.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____, and _____, and _____, personally known to me as the Board of Commissioners and Auditor, respectively, of Clark County, Indiana 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 _____, 20__.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of The Board of Trustees of Clark Memorial Hospital, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said hospital.

WITNESS my hand and notarial seal this ____ day of _____, 20__.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by Jerimi J. Ullom, Esquire, Hall, Render, Killian, Heath & Lyman, P.C., One America Square, Suite 2000, Indianapolis, Indiana 46282. 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/ Jerimi J. Ullom

Appendix I to Addendum to Lease

Rental Schedule

Payment Date

Amount

EXHIBIT C

ADDENDUM TO LEASE
CLARK COUNTY HOSPITAL ASSOCIATION, LESSOR,
AND CLARK COUNTY, INDIANA AND THE BOARD OF TRUSTEES
OF CLARK MEMORIAL HOSPITAL, LESSEES

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 2009, by and between Clark County Hospital Association, a body corporate and politic organized under Indiana Code § 16-22-6 et.seq. (the "Lessor"), and Clark County, Indiana, a municipal corporation existing under by the laws of the State of Indiana, and The Board of Trustees of Clark Memorial Hospital, a body corporate and politic duly organized and validly existing under Ind. Code § 16-22-1 (collectively, the "Lessees");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessees dated as of _____, 2009 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date the Premises, as defined therein, are complete and ready for occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date all of the Improvements are complete and ready for occupancy is _____, 20__.

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

LESSOR

**CLARK COUNTY HOSPITAL
ASSOCIATION**

By: _____
President

ATTEST:

Secretary

LESSEES

CLARK COUNTY, INDIANA

By: Board of Commissioners of Clark County,
Indiana

Commissioner

Commissioner

Commissioner

ATTEST:

Auditor
Clark County, Indiana

THE BOARD OF TRUSTEES OF CLARK
MEMORIAL HOSPITAL

President

ATTEST:

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____, and _____, and _____, personally known to me as the Board of Commissioners and Auditor, respectively, of Clark County, Indiana 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 _____, 2009.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Clark County Hospital Association, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said association.

WITNESS my hand and notarial seal this ____ day of _____, 2009.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of The Board of Trustees of Clark Memorial Hospital, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said hospital.

WITNESS my hand and notarial seal this ____ day of _____, 2009.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by Jerimi J. Ullom, Esquire, Hall, Render, Killian, Heath & Lyman, P.C., One America Square, Suite 2000, Indianapolis, Indiana 46282. 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/ Jerimi J. Ullom

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