

LEASE AGREEMENT

among

WESTFIELD COMMUNITY DEVELOPMENT CORPORATION

LESSOR

and

CITY OF WESTFIELD REDEVELOPMENT COMMISSION

and

MS WESTFIELD, LLC

LESSEES

Dated as of January 3, 2012

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this 3<sup>rd</sup> day of January, 2012, by and among the WESTFIELD COMMUNITY DEVELOPMENT CORPORATION, as lessor (the “Lessor”), an Indiana nonprofit corporation organized and existing under the laws of the State of Indiana, the CITY OF WESTFIELD REDEVELOPMENT COMMISSION (“WRC”), the governing body of the City of Westfield Department of Redevelopment acting for and on behalf of the City of Westfield, Indiana (the “City”) and MS Westfield, LLC (“MS Westfield”), an Indiana limited liability company, as lessees (WRC and MS Westfield, collectively, the “Lessees” and each a “Lessee”),

### WITNESSETH:

WHEREAS, the Lessor exists for the purposes of assisting the WRC, the City and companies such as MS Westfield in the financing, construction, development and operation of local public improvements and economic development projects; and

WHEREAS, the City has created the WRC to undertake redevelopment and economic development in the City in accordance with Indiana Code § 36-7-14 (the “Redevelopment Act”); and

WHEREAS, to foster economic development in the City, the City, the Lessor, and the Lessees desire to provide for the acquisition and construction of the projects set forth on Exhibit A hereto (collectively, the “Project”); and

WHEREAS, the costs of the acquisition and construction of the Project will be financed by the proceeds of the City of Westfield, Indiana Economic Development Revenue Bonds, Series 2011A (MS Westfield Project) (the “Series A Bonds”) and the City of Westfield, Indiana Taxable Economic Development Revenue Bonds, Series 2011A-T (MS Westfield Project) (the “Series A-T Bonds”) and together with the Series A Bonds, the “Bonds”) to be issued by the City in a maximum aggregate original issued amount not to exceed \$13,670,000 pursuant to Ind. Code §§ 36-7-11.9 and 12 (the “EDC Act”) and a Trust Indenture dated as of January 1, 2012 (the “Indenture”), between the City and Regions Bank, as Trustee (the “Trustee”); and

WHEREAS, the proceeds of the Bonds will be loaned by the City to the Lessor pursuant to a Loan Agreement dated as of January 1, 2012 (the “Loan Agreement”), by and between the City and the Lessor; and

WHEREAS, the Bonds will be payable solely from payments made by the Lessor pursuant to the Loan Agreement; and

WHEREAS, the Lessor’s obligations under the Loan Agreement will be payable solely from the annual rentals to be paid under this Lease by the Lessees and such payments will be assigned by the Lessor to the Trustee to pay debt service on and other necessary incidental expenses related to the Bonds; and

WHEREAS, the Hamilton County Income Tax Council has imposed a county option income tax (“COIT”) pursuant to Ind. Code § 6-3.5-6 (the “COIT Act”) on the adjusted gross income of county taxpayers; and

WHEREAS, Ind. Code § 36-7-14-25.5 authorizes the Common Council of the City (the “Common Council”) to pledge the City’s distributive share of COIT revenues to pay amounts due under leases entered into by the WRC under the Redevelopment Act; and

WHEREAS, pursuant to an Ordinance, adopted by the Common Council on November 28, 2011, the City has pledged a sufficient portion of the City’s distributive share of COIT, for the payment of the lease rentals owed by the WRC under this Lease (the “COIT Revenues”); and

WHEREAS, the Lessor will acquire a leasehold estate (the “Leasehold Estate”) in the real estate described in Exhibit B (such leasehold estate, together with any roads or other improvements that are to be located thereon, collectively, the “Real Estate” or the “Leased Premises”), and such interests shall be for a term no less than the term of this Lease; and

WHEREAS, the Leasehold Estate will be evidenced by a Ground Lease dated January 3, 2012 by and between MS Westfield, as lessor and Westfield Community Development Corporation, as lessee (the “Ground Lease”); and

WHEREAS, the total cost of the Project, including, but not limited to, costs of acquisition, construction, improvements, architects’ and engineers’ fees, consultants’ services, legal and financing expenses, certain expenses of operation of the Lessor during construction, interest during construction, debt service reserves and repayment of any funds advanced by the City or Lessees to meet preliminary expenses necessary to be paid prior to the issuance of bonds by the Lessor, is estimated to be not greater than \$13,670,000; and

WHEREAS, the WRC has determined, after a public hearing held pursuant to the Redevelopment Act and after notice given pursuant to Ind. Code § 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Common Council has by ordinance approved this Lease; and

WHEREAS, the Lessor has duly authorized the execution of this Lease.

NOW, THEREFORE in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessees all of the Lessor’s right, title and interests in and to the Leased Premises.

2. Availability of Leased Premises. The date by which the Leased Premises are available for use shall be endorsed on this Lease by the parties to this Agreement, in the form of Exhibit C attached hereto and such endorsement shall be recorded as an addendum to this Lease.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessees, beginning on the date on which the Lessees begin to make lease rental payments hereunder and ending on the day prior to a date not more than twenty-five (25) years thereafter. However, the term of this Lease will terminate at the earlier of (a) the exercise by MS Westfield of the option to purchase the Leased Premises pursuant to Section 12 and the payment of the option price, or (b) the payment or defeasance of all bonds issued (i) to finance the cost of the Leased Premises, (ii) to refund all or a portion of such bonds, (iii) to refund all or a portion of such refunding bonds, or (iv) to improve the Leased Premises; provided that no bonds or other obligations of the City issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leasehold Estate in the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessees or their assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

3. Lease Rental.

(a) Rental Payments. The annual rental for the use and occupancy of the Leased Premises at a maximum annual rate of \$924,513 (the “Annual Rentals” and each an “Annual Rental Payment”) shall be payable in advance in semi-annual installments on the dates set forth in Section 4 hereof. Notwithstanding the foregoing, the maximum annual rate described in the preceding sentence is only applicable to rentals to the extent paid from COIT Revenues.

After the sale of the Bonds issued to finance the acquisition and construction of the Leased Premises, the semi-annual installment of the Annual Rentals for the Leased Premises for each six-month period ending on each June 15 or December 15 (each a “Semi-annual Period”) shall be reduced for any period during which the Bonds bear interest at a fixed rate to an amount equal to the multiple of \$1,000 next higher than the sum of principal and interest due on the Bonds in such Semi-annual Period, plus Five Thousand Dollars (\$5,000). Payment of the Annual Rentals shall commence on the later of (i) the date the Leased Premises is available for use and occupancy by the Lessees, or (ii) a date to be determined at the time of the sale of the Bonds, but no earlier than June 3, 2012, such date and the amount of each semi-annual installment of the reduced Annual Rentals endorsed on this Lease by the parties hereto, shall be evidenced by a recorded addendum to the Lease in the form attached hereto as Exhibit D.

(b) Additional Rental Payments.

(i) The Lessees shall pay, or cause to be paid, as further rental in addition to the rentals paid under Section 3(a) for the Leased Premises

(“Additional Rentals”) the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 7. 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 such payments must be paid to avoid delinquency. If the Lessees shall in good faith desire to contest the validity of any such tax or assessment, the Lessees 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 Lessees shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessees shall also pay, or cause to be paid, as Additional Rentals the amount calculated by or for the City as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds (“Code”), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage obligations under Section 148 of the Code.

(ii) The Lessees may pay, or may cause to be paid, Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 3 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessees shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Annual Rentals and the Additional Rentals shall be payable solely (i) by MS Westfield from revenues of the Project (the “Project Revenues”) and any other available revenues of MS Westfield, (ii) to the extent Project Revenues and any other available revenues of MS Westfield in any year are insufficient to pay the then due Annual Rentals or Additional Rentals, from payments made under a corporate guaranty (the “Guaranty Payments”) of Mainstreet Capital Partners, LLC (the “Guarantor”), and (iii) to the extent Project Revenues, other available revenues of MS Westfield and Guaranty Payments in any year are insufficient to pay the then due Annual Rentals or Additional Rentals, from COIT Revenues received by the WRC from the City, and the Lessees shall be under no obligation to pay any Annual Rentals or Additional Rentals from any moneys or properties of the Lessees except from (i) the Project Revenues and any other available revenues of MS Westfield, which shall be the first and primary source of payment, (ii) the Guaranty Payments, which shall be the second source of payments, and (iii) the COIT Revenues received by the WRC from the City, which shall be the payment source of last resort only if the sources described in (i) and (ii) are insufficient.

(d) Reimbursement Obligations. In the event that COIT Revenues are used to make all or a portion of any Annual Rentals, Additional Rentals or other payments

required under this Lease, MS Westfield shall be required to reimburse the City in an amount equal to the amount of COIT Revenues so used (each, a "Reimbursement Obligation"). Each Reimbursement Obligation shall accrue interest at the same rate of interest then accruing on the Bonds until paid in full. All Reimbursement Obligations will be guaranteed by Guarantor in the event of non-payment by MS Westfield.

4. Payment of Rentals.

(a) The first lease rental payment shall be due on the later of (i) the date the Leased Premises are available for use and occupancy by the Lessees, or (ii) a date to be determined at the time of the sale of the Bonds, but no earlier than June 3, 2012, as set forth in the addendum referred to in Section 3(a) above. If the first rental payment date on the Leased Premises is other than June 15 or December 15, the first rental payment shall be for an amount calculated at the rate for that Semi-annual Period from the date of payment to the next June 15 or December 15. Thereafter, rentals on the Leased Premises shall be payable in advance in semi-annual installments on June 15 and December 15 of each year. The last semi-annual rent payment on the Leased Premises due shall be adjusted to provide for a rental payment at the rate specified above from the date such installment is due to the expiration of this Lease.

(b) All rentals payable under the terms of this Lease shall be paid by the Lessees to the Trustee under the Indenture or to such other bank or trust company as may from time to time succeed the Trustee as trustee under the Indenture. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessees shall be considered as payment to the Lessor of the rentals payable hereunder.

5. Abatement of Rent.

(a) If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit or unavailable, in whole or part, for use or occupancy by the Lessees, it shall then be the obligation of the Lessor to restore and rebuild that portion of 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 condemnation proceeds received by the Lessor. In such event, this Lease shall not terminate and shall remain in full force and effect and rent for the period during which the Leased Premises or such part thereof is unfit or unavailable for use or occupancy shall be abated, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

(b) If any part of the Leased Premises shall be partially or totally destroyed due to fire, lightning, windstorm, or other hazard, so as to render it unfit, in whole or part, for use or occupancy by the Lessees as an assisted living or similar facility, the Lessor shall promptly coordinate the proper repair and/or restoration of the Leased Premises to the same or better condition as existed immediately preceding such loss or damage;

provided, however that the Lessor shall not be obligated to expend on such repair or restoration more than the insurance proceeds received by the Lessor. In such event, this Lease shall not terminate and shall remain in full force and effect and rent for the period during which the Leased Premises or such part thereof is unfit or unavailable for use or occupancy shall be abated, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

6. Maintenance, Alterations and Repairs. MS Westfield shall provide for or may enter into one or more agreements with one or more other parties to cause them to provide for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises (the "Maintenance and Use Agreements"). Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

7. Insurance. During the full term of this Lease, MS Westfield shall carry, or cause to be carried, insurance on the Leased Premises 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. 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 12 hereof, and (ii) one hundred percent (100%) of the full replacement cost of the Leased 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, MS Westfield shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Leased Premises for a period of one (1) year 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, MS Westfield will also carry, or cause to be carried, combined bodily injury insurance, including accidental death, and property damage with reference to the Leased 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. Such public liability insurance 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, the Lessees, and the Trustee and to such other person or persons as the Lessor may designate. If, at any time, MS Westfield 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 rentals payable by the Lessees 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 Lessees of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 7 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessees and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

8. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or 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 the Trustee under the Indenture.

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 that power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessees' operations on the Leased Premises and which are in furtherance of the purposes of the Act (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessees 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, MS Westfield shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section MS Westfield 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 in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with MS Westfield 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 MS Westfield to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the 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 MS Westfield, which consent shall not be unreasonably withheld.

9. Assignment and Subletting. MS Westfield may, on behalf of the Lessees, assign this Lease or sublet any portion the Leased Premises without the written consent of WRC or the Lessor. The Lessor shall not assign this Lease without the written consent of the Lessees, except to the extent provided in the Indenture. MS Westfield shall cause any subtenants to execute

subordination, non-disturbance and attornment agreements as may reasonably be requested by WCDC.

10. Tax Covenants. All or a portion of the Bonds are being issued as tax-exempt Midwestern Disaster Area Recovery Bonds (the “Tax-Exempt Bonds”). In order to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Tax-Exempt Bonds, the Lessees and the Lessor represent, covenant and agree that neither the Lessor nor the Lessees will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Tax-Exempt Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Tax-Exempt Bonds are outstanding which will cause any of the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Tax-Exempt Bonds. It shall not be an event of default under this Lease if interest on any Tax-Exempt Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Tax-Exempt Bonds.

All officers, members, employees and agents of the Lessor and the Lessees are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessees as of the date the Tax-Exempt Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessees evidencing the Lessor’s and the Lessees’ commitments made herein. In particular, all or any members or officers of the Lessor and the Lessees are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessees on the date the Tax-Exempt Bonds are issued and the commitments made by the Lessor and the Lessees herein regarding the amount and use of the proceeds of the Tax-Exempt Bonds.

11. Reserved.

12. Option to Purchase; Option to Terminate Ground Lease and Lease Agreement. The Lessor hereby grants to MS Westfield the right and option, on any date, upon sixty (60) days’ written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of that indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the 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 in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects’ fees and reasonable costs and expenses incidental thereto.

Upon request of MS Westfield 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 MS Westfield 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, the Lessor will upon payment of the option price deliver, or cause to be delivered, to MS Westfield documents conveying to MS Westfield, or any entity (including the City and any other party to the Maintenance and Use Agreements) designated by MS Westfield, all of the Lessor's title to the Leasehold Estate and the Leased Premises, subject to the following: (i) those liens and encumbrances (if any) to which title to property was subject when leased to the Lessor; (ii) those liens and encumbrances created by the Lessees and 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 Leased Premises by MS Westfield or conveyance of the Leased Premises to MS Westfield or MS Westfield's designee: (i) MS Westfield shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at MS Westfield's expense all documentary stamps or tax payments required for the transfer of title; and (ii) this Lease Agreement and the Ground Lease shall terminate.

Nothing contained herein shall be construed to provide that MS Westfield shall be under any obligation to purchase the Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

13. Reserved.

14. Defaults. If the Lessees 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 ninety (90) days after written notice to correct such default; 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 Lessees hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessees covenant to surrender the same forthwith upon demand. The Lessor shall simultaneously furnish to any other party to the Maintenance and Use Agreements, at their respective addresses set forth in the Maintenance and Use Agreements, a copy of any notice of default sent to the Lessees.

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.

15. 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: Westfield Community Development Corporation, c/o City of Westfield, Indiana, 130 Penn Street, Westfield, Indiana 46074, Attention: Director of Community Development; (b) to MS Westfield: MS Westfield, LLC, c/o Mainstreet Capital Partners, LLC, 109 West Jackson Street, Cicero, Indiana 46034, Attention: Zeke Turner; and (c) to WRC: Westfield Redevelopment Commission, c/o City of Westfield, Indiana, 130 Penn Street, Westfield, Indiana 46074, Attention: Director of Community Development.

The Lessor, the Lessees and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

16. Successors or Assigns. All covenants of this Lease, whether by the Lessor or the Lessees, shall be binding upon the successors and assigns of the respective parties hereto.

17. No Merger of Estates. The parties hereby represent that it is their intent that the leasehold estate of MS Westfield created pursuant to this Lease Agreement not merge with any fee interest MS Westfield may currently have or may acquire in the Leased Premises.

18. Construction of Covenants. All provisions herein contained shall be construed in accordance with the provisions of the EDC Act, the COIT Act and the Redevelopment Act (collectively, the "Act"), and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessees; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

19. Possession; Quiet Enjoyment. During the term of this Lease, so long as MS Westfield or the Guarantor have paid all Annual Rentals, Additional Rentals and other payments required under this Lease, MS Westfield shall have the right to exclusive possession, control and quiet enjoyment of the Leased Premises. During the term of this Lease, in the event that MS Westfield and the Guarantor fail to pay any Annual Rentals, Additional Rentals or other payments required under this Lease when due, the WRC, at its option, shall be entitled to immediate and exclusive possession, control and quiet enjoyment of the Leased Premises and may exercise all rights granted to MS Westfield or the Lessees hereunder, without notice or other process, and shall retain such rights until all Reimbursement Obligations and accrued interest thereon incurred pursuant to Section 3(d) have been paid in full. Notwithstanding the foregoing, WRC agrees that in the event that it takes possession and control of the Leased Premises pursuant to this Section 19, it will not terminate any sublease of the Leased Premises and will not interfere with any subtenant's use and quiet enjoyment of the Leased Premises so long as the subtenant is not in default under the sublease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

**LESSOR:**

WESTFIELD COMMUNITY  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

**LESSEES:**

CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

MS WESTFIELD, LLC

By: MAINSTREET ASSET  
MANAGEMENT, INC., Manager

By: \_\_\_\_\_  
Paul Ezekiel Turner, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the Westfield Community Development Corporation (the "Lessor"), and acknowledged the execution of the foregoing Lease for and on behalf of the Lessor.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_



STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Paul Ezekiel Turner, personally known to be the President of Mainstreet Asset Management, Inc., the Manager of MS Westfield, LLC, and acknowledged the execution of the foregoing Lease for and on behalf of the MS Westfield, LLC.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(Seal) \_\_\_\_\_  
(Written Signature)  
\_\_\_\_\_  
(Printed Signature)  
Notary Public  
My Commission expires: \_\_\_\_\_ My county of residence is: \_\_\_\_\_  
\_\_\_\_\_

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

/s/ James T. Crawford, Jr.  
James T. Crawford, Jr.

This instrument was prepared by James T. Crawford, Jr., Krieg DeVault LLP, 949 East Conner Street, Suite 200, Noblesville, Indiana 46060.

## **EXHIBIT A**

### **DESCRIPTION OF THE PROJECT**

Development and construction of a healthcare facility to include short term rehabilitation, assisted living, skilled nursing facilities and related facilities consisting of approximately 65,000 square feet and approximately 100 units (70 skilled nursing units and 30 assisted living units).

**EXHIBIT B**

**DESCRIPTION OF REAL ESTATE**

[TO COME FROM TITLE INSURANCE COMMITMENT]

**EXHIBIT C**

**ADDENDUM TO LEASE AGREEMENT AMONG  
WESTFIELD COMMUNITY DEVELOPMENT CORPORATION, LESSOR  
AND WESTFIELD REDEVELOPMENT COMMISSION AND  
MS WESTFIELD, LLC, LESSEES**

THIS ADDENDUM (this "Addendum"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among the WESTFIELD COMMUNITY DEVELOPMENT CORPORATION, as lessor (the "Lessor"), an Indiana nonprofit corporation organized and existing under the laws of the State of Indiana, the CITY OF WESTFIELD REDEVELOPMENT COMMISSION ("WRC"), the governing body of the City of Westfield Department of Redevelopment acting for and on behalf of the City of Westfield, Indiana (the "City") and MS WESTFIELD, LLC ("MS WESTFIELD"), an Indiana limited liability company, as lessees (WRC and MS WESTFIELD, collectively, the "Lessees" and each a "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessees dated as of January 3, 2012 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date the Leased Premises became available for use and occupancy.

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

Section 1. Availability of Leased Premises. The date upon which the Leased Premises became available for use and occupancy is \_\_\_\_\_.

**[Signature Page Follows]**

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:**

WESTFIELD COMMUNITY  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

**LESSEES:**

CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

MS WESTFIELD, LLC

By: MAINSTREET ASSET  
MANAGEMENT, INC., Manager

By: \_\_\_\_\_  
Paul Ezekiel Turner, President





STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the MS Westfield, LLC, and acknowledged the execution of the foregoing Lease for and on behalf of the MS Westfield, LLC.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_

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

/s/ James T. Crawford, Jr.  
James T. Crawford, Jr.

This instrument was prepared by James T. Crawford, Jr., Krieg DeVault LLP, 949 East Conner Street, Suite 200, Noblesville, Indiana 46060.

**EXHIBIT D**

**ADDENDUM TO LEASE AGREEMENT AMONG  
WESTFIELD COMMUNITY DEVELOPMENT CORPORATION, LESSOR  
AND WESTFIELD REDEVELOPMENT COMMISSION AND  
MS WESTFIELD, LLC, LESSEES**

THIS ADDENDUM (this “Addendum”), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among the WESTFIELD COMMUNITY DEVELOPMENT CORPORATION, as lessor (the “Lessor”), an Indiana nonprofit corporation organized and existing under the laws of the State of Indiana, the CITY OF WESTFIELD REDEVELOPMENT COMMISSION (“WRC”), the governing body of the City of Westfield Department of Redevelopment acting for and on behalf of the City of Westfield, Indiana (the “City”) and MS Westfield, LLC (“MS Westfield”), an Indiana limited liability company, as lessees (WRC and MS Westfield, collectively, the “Lessees” and each a “Lessee”);

**WITNESSETH:**

WHEREAS, the Lessor entered into a lease with the Lessees dated as of January 3, 2012 (the “Lease”); and

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

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

Section 1. First Rental Payment Date. The first rental payment shall be due on \_\_\_\_\_.

Section 2. Lease Term. The term of the Lease shall end on \_\_\_\_\_.

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

**[Signature Page Follows]**

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:**

WESTFIELD COMMUNITY  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

**LESSEES:**

CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

MS WESTFIELD, LLC

By: MAINSTREET ASSET  
MANAGEMENT, INC., Manager

By: \_\_\_\_\_  
Paul Ezekiel Turner, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to be the President and Secretary-Treasurer, respectively, of the Westfield Community Development Corporation (the "Lessor"), and acknowledged the execution of the foregoing Lease for and on behalf of the Lessor.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_



STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF HAMILTON            )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Paul Ezekiel Turner, personally known to be the President of Mainstreet Asset Management, Inc., the Manager of MS Westfield, LLC, and acknowledged the execution of the foregoing Lease for and on behalf of the MS Westfield, LLC.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(Seal)	_____
	(Written Signature)
	_____
	(Printed Signature)
	Notary Public
My Commission expires:	My county of residence is:
_____	_____

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

/s/ James T. Crawford, Jr.  
James T. Crawford, Jr.

This instrument was prepared by James T. Crawford, Jr., Krieg DeVault LLP, 949 East Conner Street, Suite 200, Noblesville, Indiana 46060.

Appendix I to Addendum to Lease

Rental Schedule

Payment Date

Amount

[TO COME BASED UPON FINAL BOND AMORTIZATION SCHEDULE]