

GROUND LEASE

THIS GROUND LEASE (“Ground Lease”) is entered into by and between **MS WESTFIELD, LLC**, an Indiana limited liability company (“Lessor” or “MS WESTFIELD”), and **WESTFIELD COMMUNITY DEVELOPMENT CORPORATION** (“Lessee” or “WCDC”) as of this 3rd day of January, 2012 (the “Effective Date”).

RECITALS

WHEREAS, the Lessee exists for the purpose of assisting the City of Westfield Redevelopment Commission (“WRC”), the City of Westfield (the “City”) and companies such as Lessor in the financing, construction, development and operating 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, pursuant to the terms of the Lease Agreement (the “Development Lease Agreement”) dated as of January 3, 2012, by and among WCDC, as lessor and the WRC and MS Westfield as Lessees, WCDC has agreed to acquire a leasehold estate in the real estate described in Exhibit A attached hereto (the “Leased Property”); and

WHEREAS, Lessor owns the Leased Property; and

WHEREAS, Lessor desires to lease to Lessee and Lessee wishes to lease from Lessor the Leased Property pursuant to the terms and conditions of this Ground Lease.

NOW THEREFORE, in consideration of the above recitals and the covenants contained in this Ground Lease, the parties agree as follows:

1. Leased Property And Lessor Right To Terminate. Subject to the terms and conditions set forth in this Ground Lease, Lessor hereby leases the Leased Property to Lessee for its exclusive use during the term hereof. Lessee acknowledges and agrees that the Leased Property is accepted by Lessee, in “AS IS, WHERE IS” condition and “WITH ALL FAULTS,” and with no representations or warranties of any type being made by Lessor whatsoever, other than as expressly set forth in this Ground Lease.

2. Term. The term of this Ground Lease shall commence on the Effective Date (also referred to herein as the “Commencement Date”) and shall terminate at 11:59:59 p.m. on January 3, 2062 (the “Term”) unless sooner terminated as provided herein. Notwithstanding the foregoing, in the event that the Development Lease Agreement is terminated prior to the expiration of the initial term (or any applicable Renewal Period), then this Ground Lease will terminate.

3. Rent And Expenses. Beginning on the date hereof (the “Rent Commencement Date”), Lessee shall pay Lessor annual ground rent (“Rent”) during the Term in accordance with the provisions of this section 3 (the twelve month period starting on the Rent Commencement

Date and each calendar year during the Term thereafter is a "Lease Year"). So long as the Development Lease Agreement remains in effect, Rent shall be and remain One Dollar (\$1.00) per year.

4. Liens And Encumbrances.

(a) Except as expressly permitted in this Ground Lease, Lessee shall not permit any liens to encumber the Leased Property or its interest in this Ground Lease, nor shall Lessee pledge or otherwise convey to any third party any interest in any of the foregoing, except that Lessee shall be permitted to lease the Leased Property pursuant to the Development Lease Agreement. Except for liens and encumbrances permitted in this Section 4 or otherwise caused or approved by Lessor, Lessee shall promptly pay and discharge or cause to be paid and discharged, any lien or other encumbrance on the Improvements or the Leased Property. Other than in connection with the Development Lease Agreement, Lessee may not secure any other obligations with its interest in the Leased Property or this Ground Lease without the prior consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion.

(b) During the term of this Ground Lease, without the prior consent of the Lessee, Lessor shall not dispose of, or permit any liens, security interests, charges or encumbrances to be placed on the Leased Property.

5. Limitation Of Liability; Indemnification.

(a) Lessor shall have no liability to Lessee or any third party for loss or damage to Lessee's property therein, except to the extent caused by Lessor's intentional acts, its gross negligence or its willful misconduct or that of any of its agents or employees.

(b) Lessee shall indemnify, protect, defend and hold Lessor and Lessor's affiliates, officers, directors, members, employees, advisors, bond-holders, lenders, representatives and agents harmless from and against any and all injuries, losses, claims, demands, liabilities, causes of action, suits, judgments, damages (excluding consequential damages), and expenses (including disbursements and reasonable attorney's fees incurred by Lessor) actually or allegedly arising from, related to, or in any way connected with the use or occupancy of the Leased Property or the conduct or operation of Lessee's business on the Leased Property or in any way connected to Lessee's failure to perform or observe any of the obligations on Lessee's part to be performed or observed pursuant to this Ground Lease.

(c) Subject to the limitations set forth in Section 6(b) above, Lessor hereby indemnifies Lessee from and against any and all claims, damages, costs, expenses, including reasonable legal fees, resulting from (i) any damage to person or property caused by Lessor or anyone acting through or under Lessor (each, a "Lessor Party"); or (ii) any breach of this Lease by any Lessor Party.

6. Quiet Possession. Lessor warrants and covenants that, so long as Lessee faithfully performs all of its obligations under this Ground Lease, Lessor will not interfere with

Lessee's quiet and peaceable possession and enjoyment of the Leased Property, subject, however, to the terms and provisions of this Ground Lease.

7. Default; Remedies; Termination Obligations.

(a) Any failure by Lessee to timely comply with its obligations under this Ground Lease shall constitute a default hereunder.

(b) 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 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.

8. Eminent Domain. If title to or the temporary use of the Leased Property, 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 (as defined in the Development Lease Agreement).

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Leased Property 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 MS Westfield's operations on the Leased Property and which are in furtherance of the purposes of the Act (the improvements shall be deemed a part of the Leased Property and available for use and occupancy by MS Westfield and WRC without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described in the Development Lease Agreement).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, Lessor shall direct the Trustee in writing as to which of the

ways specified in this Section they elect 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 (as defined in the Development Lease Agreement) and applied to the repayment of the Bonds (as defined in the Development Lease Agreement).

The Lessee shall cooperate fully with Lessor in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Property or any part thereof. In no event will the Lessee voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Property or any part thereof without the written consent of Lessor, which consent shall not be unreasonably withheld.

9. Notices. All notices, demands or other writings in this Ground Lease provided to be given or made or sent will be deemed to have been fully given or made or sent, on the day personally delivered, on the next business day if sent by overnight courier or five business days after being deposited in the United States mail, certified, with postage prepaid, and addressed as follows:

TO MS Westfield, LLC
LESSOR: 109 W. Jackson Street
P.O. Box 767
Cicero, Indiana 46034
Attention: General Counsel

TO Westfield Community Development Corporation
LESSEE: c/o City of Westfield, Indiana
130 Penn Street
Westfield, Indiana 46074
Attention: Director of Community Development

The address to which any notice, demand or other writing may be given or made or sent to any party, as above provided, may be changed by written notice given by the party as above provided.

10. No Relationship Of The Parties. This Ground Lease does not create the relationship of principal and agent or of partnership or joint venture or association between the parties or any other relationship whatsoever (except lessor and lessee), or to render either party liable for any of the debts or obligations of the other party. Lessor and Lessee are independent contractors in relation to their respective obligations under this Ground Lease.

11. No Waiver. No covenant, term or condition of this Ground Lease will be deemed waived unless the waiver is in writing signed by the party against whom enforcement of any waiver is sought. The waiver of any provision or breach of this Ground Lease by either party

shall not operate or be construed as a waiver of any future breach of the same provision of any other provision or breach.

12. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required under this Ground Lease (which does not include the payment of any monetary amounts) by reason of any strike, lock out, labor trouble, inability to procure materials or energy, failure of power, restrictive governmental laws, riot, insurrection, picketing, sit in, war, acts of foreign or domestic terrorism, civil unrest, or other unavoidable reason of a like nature not attributable to the negligence or fault of the party delayed in performing or doing any act required under the terms of this Ground Lease, then the performance of the work or action will be excused for the period of the unavoidable delay and the period for performance of any action will be extended for an equivalent period.

13. Invalid Provisions; Change In Law. If any provision of this Ground Lease is illegal, invalid or unenforceable under any present or future Law, that provision will no longer be effective, but the remaining terms and conditions of this Ground Lease will remain in full force and effect to the extent permitted by Law and as contemplated by this Ground Lease. It is the intent and agreement of the parties that this Ground Lease will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting another provision that is legal and enforceable and achieves the same objective. If the remainder of this Ground Lease will not be affected by the declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by law.

14. Interpretation. The rule of construction to the effect that an instrument shall be construed against its draftsman shall not apply to this Ground Lease and shall not negate or invalidate any provision of this Ground Lease.

15. Section Captions. The captions appearing under the Section number designations of this Ground Lease are for convenience only, and are not a part of this Ground Lease and do not in any way limit or amplify the terms and provisions of this Ground Lease.

16. Binding Effect. The terms, conditions and covenants of this Ground Lease apply to and bind the parties and their respective successors, heirs, legal representatives and permitted assigns, subject to the restrictions contained in this Ground Lease.

17. Time Of The Essence. TIME IS OF THE ESSENCE AS TO ALL DATES AND TIME PERIODS SET FORTH HEREIN.

18. Survival. The terms and provisions of this Ground Lease which have not been fully performed or completed upon the expiration or termination of this Ground Lease, including without limitation, Lessee's obligations with respect to environmental matters, shall survive the expiration or termination of this Ground Lease.

19. Counterpart Execution. This Ground Lease may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Governing Law. This Ground Lease is executed and intended to be performed in the State of Indiana and the laws of the State of Indiana govern their interpretation and effect. Any litigation related to this Ground Lease must be venued in the state or federal courts in the State of Indiana.

[Signature Page to Ground Lease follows]

LESSOR:

MS WESTFIELD, LLC, an Indiana
limited liability company

By: **MAINSTREET ASSET
MANAGEMENT, INC.**, Manager

By: _____
Paul Ezekiel Turner, President

LESSEE:

**WESTFIELD COMMUNITY
DEVELOPMENT CORPORATION**,
an Indiana nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for this County 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 Ground 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: _____

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

[Legal Description of Leased Property]

[TO COME FROM TITLE INSURANCE COMMITMENT]