NOTICE OF HEARING ON PROPOSED SECOND AMENDMENT TO LEASE HUNTINGTON COUNTY COMMUNITY SCHOOL CORPORATION

You are hereby notified that a public hearing will be held before the Board of School Trustees (the "Board") of Huntington County Community School Corporation (the "School Corporation") on August 8, 2022 at the hour of 7:00 p.m. (Local Time) at Salamonie Elementary School, 1063 E 900 S, Warren, Indiana, upon a proposed Second Amendment to Lease (the "Second Amendment") to be entered into between Huntington Countywide School Building Corporation (the "Building Corporation"), as lessor, and the School Corporation, as lessee.

The proposed Second Amendment upon which the hearing will be held amends the existing Lease Agreement originally dated as of April 10, 2018, as previously amended by a First Amendment to Lease dated as of August 27, 2018 (the "Original Lease", and together with the Second Amendment, the "Lease"). The Second Amendment extends the term of the Original Lease by twenty-two (22) years and adds the Huntington County Community Learning Center (the "2022 Leased Premises") as additional Leased Premises (as defined in the Lease). Further, the Second Amendment increases the annual lease rental during renovation of the 2022 Leased Premises in the amount of up to \$2,747,500 per payment payable on June 30 and December 31, beginning on June 30, 2023, until completion of construction and renovation at the original Leased Premises. Thereafter, the Lease provides for a maximum annual rental of \$5,495,000, payable on June 30 and December 31 of each year during the term of the Lease, commencing with the completion of construction and renovation at the original Leased Premises or December 31, 2024, whichever is later. Upon the completion of the construction and renovation at the original Leased Premises, the parties agree to execute a termination of the Lease, solely as to the building and real estate located at the 2022 Leased Premises.

As additional rental, the School Corporation shall maintain insurance on the Leased Premises as required in the Lease, shall pay all taxes and assessments against such Leased Premises, as well as the cost of alterations and repairs, and shall pay rebate amounts to the United States Treasury, if necessary. After the sale by the Building Corporation of its bonds (the "Bonds") to pay for the cost of the renovation and improvements, including any other expenses incidental thereto, the increased annual Lease rental stated above shall be reduced to an amount equal to the multiple of \$1,000 next higher than the sum of principal and interest due on the Bonds in each twelve-month period ending on January 15 plus \$5,000, payable in equal semiannual installments.

The Lease gives an option to the School Corporation to purchase the Leased Premises on any Lease rental payment date.

The Leased Premises consists of (i) portions of Huntington North High School located at 450 MacGahan Street, Huntington, Indiana (ii) Roanoke Elementary School located at 423 West Vine Street, Roanoke, Indiana, and (iii) the Huntington County Community Learning Center located at 2201 North Jefferson Street, Huntington, Indiana, all in the School Corporation.

The plans and specifications, including the estimates for the cost of the renovation and improvement, as well as a copy of the proposed Second Amendment, are available for inspection by the public on all business days, during business hours, at the Administration Building of the School Corporation, 1063 East 900 South, Warren, Indiana.

At such hearing all persons interested shall have a right to be heard upon the necessity for the execution of the Second Amendment, and upon whether the increased Lease rental provided for therein to be paid to the Building Corporation is a fair and reasonable rental for the renovations to the Leased Premises. Such hearing may be adjourned to a later date or dates, and following such hearing the Board may either authorize the execution of the Second Amendment as originally agreed upon or may make modifications therein as may be agreed upon with the Building Corporation.

Dated this 29th day of June, 2022.

<u>/s/ Secretary, Board of School Trustees</u> Huntington County Community School Corporation