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LEASE AGREEMENT

by and between

CITY OF HOPKINSVILLE, KENTUCKY

and

TOYOTA BOSHOKU WESTERN KENTUCKY, LLC

UP TO \$230,000,000  
CITY OF HOPKINSVILLE, KENTUCKY  
INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2025  
(TOYOTA BOSHOKU WESTERN KENTUCKY, LLC PROJECT)

Dated as of  
[Closing Date]

The Interest of the City of Hopkinsville, Kentucky in this  
Lease Agreement has been assigned to  
Toyota Boshoku America, Inc.

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## TABLE OF CONTENTS

(This Table of Contents is not a part of this Lease Agreement, but is for convenience of reference only.)

	<u>Page</u>
RECITALS .....	1
ARTICLE I      DEFINITIONS AND RULES OF CONSTRUCTION .....	1
Section 1.01.      Definitions .....	2
Section 1.02.      Non-Business Days .....	6
Section 1.03.      Rules of Construction .....	6
ARTICLE II      REPRESENTATIONS AND WARRANTIES .....	6
Section 2.01.      Representations and Warranties of the City .....	6
Section 2.02.      Representations, Agreements, and Warranties of the Company .....	7
Section 2.03.      Further Representations, Warranties, Covenants, and Agreements Binding on the City and the Company .....	8
Section 2.04.      Representations and Covenants for Benefit of the Bondholder .....	8
ARTICLE III      ISSUANCE OF BONDS; APPLICATION OF BOND PROCEEDS; THE PROJECT .....	9
Section 3.01.      Agreement to Issue the Bonds; Application of Bond Proceeds .....	9
Section 3.02.      Title, Acquisition, and Construction of Project .....	9
Section 3.03.      Improvements; Assignment of Warranties .....	10
Section 3.04.      Completion Date .....	10
Section 3.05.      Agreement as to Ownership of Project .....	10
Section 3.06.      Financing of Additional Facilities .....	10
Section 3.07.      Advances of Bond Proceeds; Disbursements from Construction Fund .....	11
Section 3.08.      Company Required to Pay if Construction Fund Insufficient .....	11
ARTICLE IV      LEASE OF PROJECT; AMOUNTS PAYABLE .....	11
Section 4.01.      Lease of Project .....	11
Section 4.02.      Rent and Other Amounts Payable .....	12
Section 4.03.      Payments Assigned .....	12
Section 4.04.      Obligations of the Company Unconditional; Exception .....	13
Section 4.05.      Credits Against Rentals .....	13
ARTICLE V      DAMAGE, DESTRUCTION, AND CONDEMNATION .....	13
Section 5.01.      Damage, Destruction, and Condemnation .....	13
ARTICLE VI      SPECIAL COVENANTS AND AGREEMENTS .....	14
Section 6.01.      No Warranty of Condition or Suitability by the City .....	14
Section 6.02.      Access to Project .....	14
Section 6.03.      Further Assurances and Corrective Instruments .....	14

Section 6.04.	City and Authorized Company Representatives .....	14
Section 6.05.	Financing Statements .....	14
Section 6.06.	Company to Maintain Its Corporate Existence; Conditions under Which Exceptions Permitted.....	14
Section 6.07.	Maintenance of Project; Permits; Maintenance and Modifications .....	15
Section 6.08.	Taxes and Other Governmental Charges .....	15
Section 6.09.	Insurance.....	15
Section 6.10.	Liens; Contests .....	16
Section 6.11.	Modifications of Project.....	16
Section 6.12.	Removal of Project Facilities.....	17
Section 6.13.	Project Facilities List .....	17
Section 6.14.	Environmental Use of Project .....	17
Section 6.15.	Notice of Proposed Plan or Petition.....	18
Section 6.16.	Rights Related to Annexation.....	18
ARTICLE VII	ASSIGNMENT OR SUBLEASE; INDEMNIFICATION; REDEMPTION .....	19
Section 7.01.	Assignment .....	19
Section 7.02.	Release and Indemnification Covenants .....	19
Section 7.03.	Redemption of Bonds.....	20
Section 7.04.	City to Grant Security Interest to Servicing Agent .....	21
ARTICLE VIII	DEFAULTS AND REMEDIES.....	21
Section 8.01.	Defaults Defined .....	21
Section 8.02.	Remedies on Default .....	22
Section 8.03.	No Remedy Exclusive.....	22
Section 8.04.	Agreement to Pay Attorneys' Fees and Expenses.....	22
Section 8.05.	No Additional Waiver Implied by One Waiver .....	22
ARTICLE IX	OPTION TO TERMINATE AGREEMENT; PURCHASE OF PROJECT BY COMPANY .....	22
Section 9.01.	Option to Terminate at Any Time.....	22
Section 9.02.	Company's Option to Purchase Project .....	23
Section 9.03.	Conveyance of Project .....	23
Section 9.04.	Obligation to Purchase Project .....	23
Section 9.05.	Company Entitled to Certain Rent Abatements if Bonds Paid Before Maturity .....	24
ARTICLE X	MISCELLANEOUS .....	24
Section 10.01.	Term of Agreement .....	24
Section 10.02.	Notices .....	24
Section 10.03.	Binding Effect .....	25
Section 10.04.	Severability .....	25

Section 10.05.	Amounts Remaining in Funds.....	25
Section 10.06.	Amendments, Changes, and Modifications .....	25
Section 10.07.	Execution in Counterparts.....	25
Section 10.08.	Applicable Law .....	25
Section 10.09.	Captions .....	25
Section 10.10.	Approval of Assignment .....	25
Section 10.11.	Limitation of City’s Liability.....	25
Section 10.12.	Payments Due on Saturdays, Sundays, and Holidays.....	26
Section 10.13.	Entire Agreement.....	26
SIGNATURE PAGE .....		1
EXHIBIT A .....		A-1
EXHIBIT B .....		B-1

## LEASE AGREEMENT

This LEASE AGREEMENT dated as of [Closing Date], is made and entered into by and between the CITY OF HOPKINSVILLE, KENTUCKY, a municipal corporation and political subdivision of the Commonwealth of Kentucky, as lessor, whose address is 715 South Virginia Street, Hopkinsville, Kentucky 42240 (the “City”), and TOYOTA BOSHOKU WESTERN KENTUCKY, LLC, a Kentucky limited liability company, as lessee, whose address is 370 Crenshaw Boulevard, Hopkinsville, Kentucky 42240 (the “Company”).

### WITNESSETH

WHEREAS, all capitalized terms used in this preamble shall have the meanings set forth in Article I of this Lease Agreement, unless the context or use clearly indicates another meaning or intent; and

WHEREAS, Sections 103.200 through 103.285, inclusive, of the Kentucky Revised Statutes (the “Act”) authorize the City of Hopkinsville, Kentucky to issue industrial revenue bonds and to make the proceeds thereof available to a corporation for the purpose of financing industrial building facilities as defined in the Act, such bonds being payable from the revenues derived from the City’s leasing of such facilities to such corporation, and under the Act, the financing of industrial buildings constitutes a public purpose; and

WHEREAS, Toyota Boshoku Western Kentucky, LLC, a limited liability company organized and existing under the laws of the Commonwealth, proposes that the City, under the Act, assist the Company with the financing of the costs of an industrial building constituting the acquisition, construction, installation, and equipping of a new “Smart” automotive parts manufacturing facility consisting of real property, real property improvements, tangible personal property, and manufacturing equipment, to be located on a 46.96 acre lot identified on Exhibit A attached hereto; and

WHEREAS, the City has found and determined, and hereby finds and determines, that the issuance of the Bonds by the City in order to finance the real property improvements, tangible personal property, and manufacturing equipment comprising the Project will assist in creating substantial new employment opportunities in the City, will promote economic development within the City and the Commonwealth of Kentucky, and will be consistent with and in furtherance of the purposes of the Act; and

WHEREAS, the Company and the City have full right and lawful authority to enter into this Lease Agreement and to perform and observe the provisions hereof on their part to be performed and observed; and

WHEREAS, this Lease Agreement provides for the financing of the Project by application of the proceeds of the Bonds and the leasing of the Project to the Company for rentals sufficient to pay debt service on and the redemption price of the Bonds when due.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree, and bind themselves as follows; PROVIDED THAT ANY OBLIGATION OF THE CITY CREATED BY OR ARISING OUT OF THIS LEASE AGREEMENT SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OF OR A PLEDGE OF THE FULL FAITH, CREDIT, OR TAXING POWER OF THE CITY, THE COMMONWEALTH, OR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH, BUT SHALL BE PAYABLE SOLELY OUT OF THE PLEDGED RECEIPTS, ANYTHING CONTAINED HEREIN TO THE CONTRARY, BY IMPLICATION OR OTHERWISE, NOTWITHSTANDING:

### ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. The capitalized terms used in this Lease Agreement shall have the meanings set forth below, unless the context requires otherwise. Capitalized terms used but not defined herein shall have the meanings provided by the Bond Purchase Agreement.

“Act” means Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes, as amended and in full force on the date of execution of this Lease Agreement.

“Assignment” means the Assignment of Lease Agreement dated as of [Closing Date], from the City to the Purchaser, and any permitted amendments or supplements thereto.

“Authorized Company Representative” means the person or persons at the time designated to act on behalf of the Company by written certificate furnished to the City and the Servicing Agent containing the specimen signature or signatures of such person or persons and signed on behalf of the Company by a duly-authorized representative. Such certificate may designate an alternate or alternates.

“Authorized City Representative” means the person or persons at the time designated to act on behalf of the City by written certificates furnished to the Company and the Servicing Agent containing the specimen signature or signatures of such person or persons and signed on behalf of the City by the Mayor or City Clerk of the City. Such certificate may designate an alternate or alternates.

“Bills of Sale” means one or more bills of sale transferring title of one or more components of the Project from the Company to the City.

“Bond Counsel” initially means Dinsmore & Shohl LLP, Louisville, Kentucky, and subsequently means any nationally recognized municipal bond counsel acceptable to the City, the Company, and the Servicing Agent.

“Bond Documents” means the Bond Purchase Agreement, this Lease Agreement, the PILOT Agreement, any Deeds, any Bills of Sale, the Assignment, the Bond Legislation, and other supporting documents.

“Bond Fund” has the meaning provided in the Bond Purchase Agreement.

“Bond Legislation” means the ordinance adopted by the Fiscal Court of the City on April 15, 2025, authorizing the issuance of the Bonds and the execution and delivery of the Bond Documents, and any permitted amendments or supplements thereto.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of [Closing Date], by and among the City, the Purchaser, and the Servicing Agent, and any permitted amendments or supplements hereto.

“Bond Service Charges” means all payments of principal, redemption price, and interest on the Bonds, together with any other payments owed to the Bondholder under the requirements of the Bond Documents.

“Bondholder” means the Purchaser and any subsequent person in whose name any Bond is registered.

“Bonds” means the bond or bonds issued by the City under the Bond Legislation in a maximum aggregate principal amount of \$230,000,000 and designated “City of Hopkinsville, Kentucky Industrial Building Revenue Bonds, Series 2025 (Toyota Boshoku Western Kentucky, LLC Project)” and includes any Bonds issued in exchange therefore under the Bond Legislation and the Bond Purchase Agreement.

“Business Day” means a day that is not (a) a Saturday, Sunday, or legal holiday on which banking institutions in the Commonwealth or the State of New York are authorized by law to close or (b) a day on which the New York Stock Exchange is closed.

“City” means the City of Hopkinsville, Kentucky, a City and political subdivision of the Commonwealth, having a designated office address of 715 South Virginia Street, Hopkinsville, Kentucky 42240.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commonwealth” means the Commonwealth of Kentucky.

“Company” means Toyota Boshoku Western Kentucky, LLC, a Kentucky limited liability company, having a principal office address of 370 Crenshaw Boulevard, Hopkinsville, Kentucky 42240.

“Company Documents” means this Lease Agreement, the Bond Purchase Agreement, any Deeds, any Bills of Sale, the PILOT Agreement, the Home Office Payment Agreement, and any permitted amendments or supplements hereto or thereto.

“Completion Date” means the date established under a certificate of an Authorized Company Representative under Article III hereof. Notwithstanding any of the provisions herein, the Completion Date shall be a Business Day occurring on or before [Completion Date].

“Construction Fund” has the meaning provided in the Bond Purchase Agreement.

“Control Group” has the same meaning as “controlled group of corporations” provided in Section 1563 of the Code.

“Costs of Construction” shall be deemed to include the following costs with respect to the Project which are either (a) charged or, (b) with or but for a proper election, may be charged by the Company to a capital account:

- (i) the costs of the Project and obligations of the Company incurred for labor, property, and materials (including reimbursements payable to the Company and payments on contracts in the Company’s name) in connection with the acquisition, construction, installation, and equipping of the Project (including capitalization of interest on the Bonds or interest costs incurred in respect of any interim financing of the Project);

- (ii) the costs of contract bonds and of insurance of all kinds that may be necessary or desirable during the course of acquisition, construction, installation, and equipping of the Project;

- (iii) all costs of engineering services, including the costs incurred by the Company for test borings, surveys, estimates, plans and specifications, and preliminary investigation therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction of the Project;

- (iv) all costs and expenses incurred in connection with the issuance and sale of any Bonds, including compensation and expenses of the Servicing Agent, legal expenses and fees, rating agency fees, financial advisory fees, underwriting fees and compensation, recording and filing fees, and printing, engraving, and photocopying costs;

- (v) all other costs which the Company has paid or shall be required to pay under the terms of any contract or contracts for the acquisition, construction, installation, and equipping of the Project;

- (vi) any sums required to reimburse the City or the Company for advances made by either of them for any of the above items, including sales taxes and other taxes and fees, or for any other costs incurred for work done by either of them which are properly chargeable to the Project; and

(vii) to the extent authorized by the Act and the Initial Credit Agreement, all other items related to the acquisition, construction, installation, and equipping of the Project, the costs of which are or, with or but for a proper election by the Company, may be charged to a capital account on the Company's books.

"Deeds" means one or more deeds to be recorded in the records of the Office of the County Clerk of the County of Christian, Kentucky and transferring title of one or more components of the Project or the Project Site from the Company to the Issuer.

"Default(s)" has the meaning provided in Section 8.01 hereof.

"Expenses" has the meaning provided in the second paragraph of Section 6.14 hereof.

"Force Majeure" means, without limitation, acts of God; strikes or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the Commonwealth or of any of their departments, agencies, or officials or of any civil or military authority; insurrections; riots; pandemics; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes, or canals; and any other cause or event not reasonably within the Company's control.

"Home Office Payment Agreement" means the Home Office Payment Agreement dated as of [Closing Date], by and between the Company and the Purchaser, related to the administration of the Bonds, as the same may be amended by the parties thereto from time to time.

"Industrial Building" means those real or personal properties, or a combination thereof, which constitute an "industrial building," as such term is defined in the Act.

"Interest Payment Date" means (a) each April 1, beginning on (and including) April 1, 2026, and ending on (and including) the Maturity Date.

"Hazardous Materials" has the meaning provided in the third paragraph of Section 6.14 hereof.

"Lease Agreement" means this Lease Agreement dated as of [Closing Date], by and between the City and the Company, as assigned to the Purchaser under the Assignment, and any permitted amendments or supplements thereto.

"Maturity Date" means April 1, 2045.

"Net Proceeds," when used with respect to any insurance proceeds or any condemnation award, means the amount remaining after deducting all costs, fees, and expenses (including attorneys' fees) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Obligations" means the Company's obligations to the City under this Lease Agreement.

"Outstanding," when used in connection with the Bonds, means, as of the time in question, all Bonds issued, authenticated, and delivered under the Bond Purchase Agreement, except:

(a) Bonds cancelled upon surrender, exchange, or transfer or cancelled because of payment or redemption at or before that time;

(b) Bonds, or the portion thereof, for the payment, redemption, or purchase for cancellation of which sufficient moneys have been deposited and credited with the Servicing Agent on or before that



date for that purpose (whether upon or before the maturity or redemption date of those Bonds); provided that if any of those Bonds are to be redeemed before their maturity, notice of that redemption shall have been given or arrangements satisfactory to the Servicing Agent shall have been made for giving notice of that redemption, or waiver by the Bondholder of that notice satisfactory in form to the Servicing Agent shall have been filed with the Servicing Agent; and

(c) Bonds, or the portion thereof, which are deemed to have been paid and discharged.

“Payment in Full of the Bonds” means the first date when all principal of and interest on the Bonds shall have been paid in full or amounts sufficient and available therefore shall have been deposited in the Bond Fund.

“PILOT Agreement” means the Payment in Lieu of Taxes Agreement dated as of [Closing Date], by and among the City and the Company, and any permitted amendments or supplements thereto.

“Plans and Specifications” means the plans and specifications for the Project on file at the Company’s principal office and available for inspection by the City and the Bondholder, as the same may be changed from time to time.

“Pledged Receipts” means, except for the Unassigned Rights, (a) all Rent Payments under this Lease Agreement; (b) all other moneys received by the City, the Bondholder, or the Servicing Agent for the City’s account in respect of this Lease Agreement or the Project, except certain expense, reimbursement, and indemnity payments which are, under the provisions of this Lease Agreement, to be made by the Company directly to the City or the Servicing Agent; (c) unexpended proceeds derived from the sale of the Bonds in the Construction Fund; and (d) the income and profit from the investment of any moneys while held in the Bond Fund or the Construction Fund. Nothing herein shall be construed as requiring the City to use, or apply to the payment of Bond Service Charges, any revenues from any source other than Pledged Receipts.

“Project” has the meaning provided in Exhibit B attached hereto. For purposes of clarity, the Project includes the Project Site, which is included with the Project and the costs of which will be financed with the proceeds of the Bonds.

“Project Site” means the real property constituting the site of the Project, as described in Exhibit A attached hereto. For purposes of clarity, the Project includes the Project Site, which is included with the Project and the costs of which will be financed with the proceeds of the Bonds.

“Purchaser” means Toyota Boshoku America, Inc., a Michigan corporation having a principal office address of 1360 Dolwick Drive, Erlanger, Kentucky 41018.

“Rent Payments” has the meaning provided in Section 4.02(a) hereof.

“Servicing Agent” means Toyota Boshoku America, Inc., a Michigan corporation having a principal office address of 1360 Dolwick Drive, Erlanger, Kentucky 41018.

“Term of Agreement” means the term of this Lease Agreement as specified in Section 10.01 hereof.

“Unassigned Rights” means all of the rights of the City (a) to receive payments under Sections 4.02(b) and (d) or under any other section hereof providing for expense, reimbursement, and indemnity payments; (b) to be held harmless under Sections 6.08, 6.14, and 7.02 hereof; (c) to be reimbursed for attorneys’ fees and expenses under Section 8.04 hereof; or (d) to give or withhold consent to amendments, changes, modifications, alterations, and termination of this Lease Agreement under Section 10.06 hereof.

All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with United States generally accepted accounting principles then in effect. Words of the feminine gender shall be deemed and construed to include correlative words of the masculine and neuter genders. Unless the context shall indicate otherwise, words importing the singular number shall include the plural and vice versa. Unless otherwise specified, the word “including” shall mean “including, without limitation,” the word “or” shall mean “and/or,” and the word “any” shall mean “any and all.” All references in this Lease Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument as originally executed, unless the context indicates otherwise. The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section, or other subdivision unless the context indicates otherwise.

Section 1.02. Non-Business Days. If the date for making any payment or the last date of performance of any act or the exercising of any right, as provided in this Lease Agreement, shall not be a Business Day, the payment may be made, the act may be performed, or the right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease Agreement, and if done on such next succeeding Business Day, no interest with respect to the payment shall accrue for the period after the nominal date.

Section 1.03. Rules of Construction. Any reference herein to the City, the Fiscal Court of the City, or any officer or official of the City shall include those who succeed to their respective functions, duties, or responsibilities under or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference herein to a section or provision of the Constitution of the Commonwealth or to a section, provision, or chapter of the Kentucky Revised Statutes shall include such section, provision, or chapter as from time to time amended, modified, revised, supplemented, or superseded.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the City. The City represents, covenants, and warrants that:

(a) The City is a municipal corporation and political subdivision of the Commonwealth duly organized and existing under the laws of the Commonwealth. Under the provisions of the Act, the City is authorized to enter into the transactions contemplated by the Bond Documents and to carry out its obligations hereunder and thereunder. The City is not in default under or in violation of the Constitution or any of the laws of the Commonwealth relevant to the issuance of the Bonds or the consummation of the transactions contemplated under the Bond Documents, and the issuance of the Bonds and the execution and delivery of the Bonds and the Bond Documents have been duly authorized by the Bond Legislation, which was duly adopted by the Fiscal Court of the City and is in full force and effect according to law.

(b) The Bond Documents constitute valid and legally binding obligations of the City, enforceable in accordance with their respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization, and other laws in effect from time to time affecting creditors’ rights generally and by rights of acceleration, indemnity, and contribution, and the availability of equitable remedies may be limited by equitable principles.

(c) The Bonds constitute valid and legally binding special and limited obligations of the City, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, and other laws in effect from time to time affecting creditors’ rights generally

and by rights of acceleration, indemnity, and contribution, and the availability of equitable remedies may be limited by equitable principles.

(d) The City agrees (i) to provide funds through the issuance of the Bonds in order to finance the acquisition, construction, installation, equipping, and commissioning of the Project, which constitutes an Industrial Building, subject to the consideration of this Lease Agreement, to the end that commerce and industry, the economy, job opportunities, and the public welfare may be promoted and (ii) to secure the Bonds by entering into the Bond Purchase Agreement and the Assignment. The City represents, covenants, and agrees that its interest in this Lease Agreement will be assigned solely to the Purchaser, under the Assignment, and that no other assignment or pledge of the same will be made by the City, except as may otherwise be permitted or provided by the Bonds and the Bond Documents.

(e) Neither the execution and delivery of the Bonds or the Bond Documents, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of the Bonds or the Bond Documents conflicts with or results in a breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the City is now a party, by which it is bound, or to which any of its property or assets is subject or, except in such manner as will not materially impair the City's ability to perform its obligations hereunder or thereunder, of any statute, order, rule, or regulation of any court or governmental agency or body having jurisdiction over the City or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the City's property or assets under the terms of any instrument or agreement, except as set forth in this Lease Agreement.

(f) The Project is located within the City's boundaries. There is no legal restriction on the City's ability to lease the Project to the Company hereunder and to reconvey fee simple title to the Project to the Company in accordance with the terms of this Lease Agreement. The City shall not mortgage or encumber the Project unless requested in writing by the Company.

(g) The Bond Legislation adopted by the Fiscal Court of the City and the City's agreement in prior correspondence and discussions described therein in respect of the financing of the Project have been continuously, and are currently, in effect.

Section 2.02. Representations, Agreements, and Warranties of the Company. The Company represents, agrees, and warrants that:

(a) It is a limited liability company validly organized and existing under the laws of the Commonwealth, is duly qualified to transact business in the Commonwealth, and has the corporate power to enter into this Lease Agreement and, by proper corporate action, has duly authorized the execution and delivery of this Lease Agreement.

(b) Neither the execution and delivery of this Lease Agreement nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of the Company's Articles of Organization, Operating Agreement, any corporate restriction, or any agreement or instrument to which the Company is now a party, by which it is bound, or to which any of its property or assets is subject or, except in such manner as will not materially impair the Company's ability to perform its obligations hereunder, of any statute, order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the Company's property or assets under the terms of any instrument or agreement, except as set forth in this Lease Agreement or any other Bond Document.

(c) The Company Documents have been duly executed and delivered by the Company and constitute legal, valid, and binding obligations of the Company, enforceable in accordance with their respective terms, except to the extent that enforcement thereof may be limited (i) by laws, rulings, and decisions affecting remedies; (ii) by bankruptcy, insolvency, reorganization, moratorium, or other laws in effect from time to time affecting the enforcement of creditors' rights generally; and (iii) by the exercise of judicial discretion in accordance with general principles of equity.

(d) (i) There are no actions, suits, or proceedings pending or, to the Company's knowledge, threatened against or affecting the Company, before any court or governmental or administrative body or agency, which might result in any material adverse change in the Company's operations, business, property, assets, or condition (financial or otherwise), and (ii) the Company is not in default with respect to or under any applicable statute, rule, writ, injunction, decree, order, or regulation of any governmental agency which might have consequences that would materially and adversely affect the Company's operations, business, property, or assets.

(e) To the Company's knowledge, no consent, approval, authorization, or other order of any federal, state, or local governmental authority, not previously obtained or given, is required in connection with the acquisition, construction, installation, equipping, and commissioning of the Project or the consummation of the transactions contemplated hereby.

(f) Except as provided in Section 6.12 hereof, the Company does not intend to sell or dispose of the Project during the Term of Agreement.

(g) The Bond Legislation and the City's agreement in prior correspondence and discussions described therein, under which the City conditionally agreed, among other things, to issue the Bonds for the purposes set forth herein and in the Bonds and the Bond Documents, have encouraged and induced the Company to undertake the acquisition, construction, installation, equipping, and commissioning of the Project, and the Company believes that such undertaking will promote economic development and encourage the increase of industry within the environs of the City and the Commonwealth.

(h) All of the Project shall be located on, and includes, the Project Site. The Company intends to operate the Project as an Industrial Building during the Term of Agreement.

Section 2.03. Further Representations, Warranties, Covenants, and Agreements Binding Upon the City and the Company. In connection with the sale and issuance of the Bonds, the representations, warranties, covenants, and agreements stated in the Bond Documents on behalf of the Company and the City by their respective officers or agents shall be binding upon the respective parties as if specifically made herein. However, there are no representations, warranties, covenants, or agreements other than those stated in the Bonds and the Bond Documents.

Section 2.04. Representations and Covenants for Benefit of the Bondholder. The City and the Company acknowledge that this Lease Agreement is executed in part to induce the purchase of the Bonds. Accordingly, all representations, warranties, covenants, and agreements on the part of the City and the Company set forth in this Lease Agreement and in other certificates and documents related to the issuance of the Bonds signed by the Company or the City are hereby declared to be for, in addition to the mutual benefit of the parties, the benefit of the Servicing Agent, the Bondholder, and Bond Counsel with respect to the issuance of the Bonds, and are hereby further declared to be binding upon the Company or the City, as the case may be.

ARTICLE III  
ISSUANCE OF BONDS; APPLICATION OF BOND PROCEEDS; THE PROJECT

Section 3.01.     Agreement to Issue the Bonds; Application of Bond Proceeds. The City agrees that it will issue, sell, and deliver the Bonds in an aggregate principal amount of up to \$230,000,000 under the Bond Purchase Agreement and the Bond Legislation. The Bonds shall bear interest, mature, and have such other terms and conditions as are set forth in the Bond Purchase Agreement. The proceeds received from the sale of the Bonds shall be deposited in the Construction Fund to be used to pay the Costs of Construction, all in accordance with Section 3.07 hereof.

Section 3.02.     Title, Acquisition, and Construction of Project.

(a)     The Company shall convey good and marketable fee simple title to and ownership of the Project to the City, subject to any encumbrances which are acceptable to the City. It is agreed by the parties hereto that such conveyance by the Company will be in consideration and in facilitation of the issuance of the Bonds by the City, under the Act, in order to finance the Project.

(b)     The Company represents and agrees that it has caused and will cause the Project to be acquired, constructed, installed, equipped, and completed on the Project Site, as provided herein and in accordance with the Plans and Specifications, as the same may be amended from time to time.

(c)     The Company agrees that it will make, execute, acknowledge, and deliver any contracts, orders, receipts, writings, and instructions with any persons, firms, or corporations and, in general, do all things which may be necessary or customary for acquiring, constructing, installing, and equipping the Project or to comply with the Company's obligations under the Initial Credit Agreement.

(d)     The Company agrees that it will ask, demand, sue for, levy, and use its best efforts to recover and receive such sums of money, debts, or other demands whatsoever in connection with the Project to which it may be entitled, as determined solely by the Company, under any contract, order, guaranty, warranty, writing, or instruction in connection with any of the foregoing, and that it will enforce the provisions of any contract, agreement, obligation, bond, or other security in connection with the Project.

(e)     The Company agrees that it will perform the acquisition, construction, installation, and equipping of the Project with all reasonable dispatch and use its commercially reasonable efforts to cause such acquisition, construction, installation, and equipping to be completed by the Completion Date, delays caused by reason of Force Majeure only excepted; but if, for any reason, such acquisition, construction, installation, and equipping of the Project is not completed by the Completion Date, there shall be no resulting liability on the part of the Company and no diminution in or postponement of the payments required by the Company under this Lease Agreement.

(f)     The parties agree that the Company shall transfer title to all existing and future components of the Project to the City under one or more Bills of Sale provided by the Company to the City. The parties shall execute, deliver, and record (if necessary) such Bills of Sale on or before each December 31 occurring on or before the Completion Date and on or before the Completion Date in calendar year 2028 to transfer title to the components of the Project acquired, constructed, installed, and equipped during the calendar year ending on each such December 31. It is agreed by the parties that each such conveyance will be made by the Company in consideration and in facilitation of the issuance of the Bonds by the City, under the Act, in order to finance the Project. Upon the effectuation of each such Bill of Sale in accordance with its terms, all property described therein shall become part of the Project and subject to terms and requirements of this Lease Agreement without any further action of the parties.

(g) The City acknowledges that the Company may desire to obtain financing secured by a pledge of the Project, and therefore, the City hereby agrees, at the sole cost and expense of the Company, including the expense of independent counsel of the City to review such documents, to execute or acknowledge any document or instrument related to the Project necessary to enable the Company to incur any such indebtedness.

Section 3.03. Improvements; Assignment of Warranties. The Company, as the City's designee, will make, execute, acknowledge, and deliver any contracts, orders, receipts, writings, and instructions with any other persons, firms, or corporations and in general, use all commercially reasonable efforts to do all things required with respect to the acquisition, construction, installation, and equipping of the Project.

The City hereby assigns to the Company, without recourse or warranty whatsoever, all warranties, guaranties, indemnities, expressed or implied, or similar rights which the City may have against any manufacturer, seller, engineer, contractor, builder, or any other person or entity in respect of the Project or any component part thereof. Such assignment shall remain in effect so long as no Default hereunder shall have occurred and be continuing. So that the Company may have the full benefit of the assignment affected or intended to be affected by this Section, the City agrees that it will, at the Company's expense, execute and deliver such further documents, including powers of attorney, enjoining such actions or proceedings as the Company shall reasonably request. Any amounts received in connection with the assignment, after deduction of expenses incurred in such recovery, before the Completion Date and full disposition of the Bond proceeds in accordance with this Lease Agreement and the Bond Purchase Agreement shall be paid to the Company.

Section 3.04. Completion Date. The Completion Date of the Project shall be the date of completion of the acquisition, construction, installation, and equipping of the Project as evidenced to the City and the Servicing Agent by a certificate signed by an Authorized Company Representative stating that, except for amounts retained by the Servicing Agent at the Company's direction for any amount of the Costs of Construction not then due and payable or the liability for payment of which is being contested or disputed by the Company, (a) acquisition, construction, installation, and equipping of the Project has been completed in accordance with the Plans and Specifications and is Substantially Completed (as defined in the Initial Credit Agreement) and all labor, services, materials, and supplies used in such construction and installation have been paid for; (b) all other facilities necessary in connection with the Project have been acquired, constructed, installed, and equipped in accordance with the Plans and Specifications and all costs and expenses incurred in connection therewith have been paid; and (c) to the Company's knowledge and belief and based upon reasonable inquiry, the Project is suitable and sufficient for the Company's intended purposes. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Servicing Agent shall retain, in the Construction Fund, a sum (specified in writing to it by the Company) equal to the amounts necessary for payment of any portion of the Costs of Construction of the Project not then due and payable or the liability for payment of which is being contested or disputed by the Company. The remaining amounts in the Construction Fund shall be applied by the Servicing Agent as provided by the Bond Purchase Agreement.

Section 3.05. Agreement as to Ownership of Project. The City and the Company agree that title to and ownership of the Project shall, during the Term of Agreement, be vested in the City, subject to the terms of this Lease Agreement. In accordance with the requirements of Section 3.02(f) hereof, it is acknowledged that the Company will convey title to and ownership of the Project to the City by executing, delivering, and recording one or more Bills of Sale, in addition to any other instruments of transfer required in connection with the issuance of the Bonds under the Act.

Section 3.06. Financing of Additional Facilities. The Company and the City hereby recognize that additional costs of Industrial Building facilities at the Project Site (other than those costs which are financed by the Bonds) may be financed by the issuance of one or more series of revenue bonds or other financing arrangements,

in addition to the Bonds, to the extent permitted by law. The City authorizes the Company to make improvements and build additional facilities, and to finance the same, as the Company determines are appropriate or necessary to enhance its operations at the Project Site, provided such additions or improvements do not materially and adversely affect the value of the Project.

Section 3.07. Advances of Bond Proceeds; Disbursements from Construction Fund. The procedure for the requesting an advance of Bond proceeds shall be as follows:

(a) At least three Business Days before an advance is required, the Company shall provide the Purchaser a written requisition signed by an Authorized Company Representative (i) requesting that the Purchaser make such advance in the amount and on the date specified therein; (ii) describing the Costs of Construction for which such advance is requested; (iii) certifying that the total amount of all advances to be received by the Company under this Lease Agreement will not exceed \$230,000,000; (iv) certifying that all appropriate and applicable governmental and regulatory and other consents, approvals, licenses, authorizations, exemptions, and environmental and construction permits for the construction, improvement, and operation of the Project that are required to be obtained as of the date of such advance shall have been obtained (and the Company shall have no reason to believe that all others required to be obtained in the future will not be obtained in a timely fashion) and shall be in full force and effect; and (v) certifying that no Default under this Lease Agreement shall have occurred and be continuing on and as of the date of such advance. In addition, each requisition shall include (A) a sequential requisition number, (B) the name and address of (or wire instructions for) the person, firm, or corporation to whom payment (including, in the Company's case, reimbursement) is due, (C) the amount to be paid and the general purpose of such payment, and (D) that each obligation mentioned therein has been properly incurred, is a proper charge against the Construction Fund, is unpaid or unreimbursed, and has not been the basis of any previous disbursement from the Construction Fund.

(b) The Company shall not request an advance of Bond proceeds after the Completion Date unless consented to in writing by the City. The Company agrees to cause requisitions to be directed to the Purchaser as may be necessary to effect payments out of the Construction Fund in accordance with this Section.

Section 3.08. Company Required to Pay if Construction Fund Insufficient. If the moneys in the Construction Fund available for payment of the Costs of Construction should be insufficient to pay such Costs of Construction in full when due, the Company agrees to pay such portion of the Costs of Construction in excess of the moneys available therefor in the Construction Fund at such time and shall be entitled to seek reimbursements for such excess payment under Section 3.07 hereof. THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE MONEYS PAID INTO THE CONSTRUCTION FUND AND AVAILABLE FOR PAYMENT OF THE COSTS OF CONSTRUCTION WILL BE SUFFICIENT TO PAY ALL OF SUCH COSTS OF CONSTRUCTION. The Company agrees that if, after exhaustion of such moneys in the Construction Fund, the Company should directly pay any portion of the Costs of Construction under the provisions of this Section, it shall not be entitled to any diminution or abatement of the amounts payable under Section 4.02 hereof.

#### ARTICLE IV LEASE OF PROJECT; AMOUNTS PAYABLE

Section 4.01. Lease of Project. The City hereby demises and leases to the Company, and the Company leases from the City, the Project at the rent set forth in Section 4.02 hereof, in accordance with the provisions of this Lease Agreement, subject to the rights of the Company under Section 3.07 hereof. THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PROJECT OR THE PROJECT SITE OR THAT EITHER WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS. The City agrees that so long

as no Default hereunder or Event of Default under the other Bond Documents has occurred and is continuing, the Company, on performing the covenants and conditions contained herein, shall and may peaceably, quietly, and exclusively have, hold, enjoy, and possess the Project and the Project Site free from molestation, eviction, or disturbance by the City or by any other person or persons claiming the same by or through the City. The City agrees that it will not sell, assign, transfer, or convey the Project or any portion thereof (except as otherwise permitted under this Lease Agreement) or create or permit the creation of any lien, encumbrance, or charge upon the Project, other than as directed by the Company in writing or the security intended to be given under the Bond Purchase Agreement, and that it will not grant any easement, license, right of way, or other right or privilege in the nature of easements with respect to the Project, except as provided herein or as permitted in writing by the Company. This Lease Agreement shall be deemed and construed to be a “net lease,” and the Company shall pay absolutely net during the term of this Lease Agreement the rent and all other payments required hereunder, free of any deductions, without abatement, deduction, or set-off, other than those expressly provided herein.

Section 4.02. Rent and Other Amounts Payable.

(a) In consideration of the lease of the Project, the Company hereby covenants and agrees to make rent payments (“Rent Payments”) as follows: on or before any Interest Payment Date or the Maturity Date for the Bonds or any other date that any payment of interest or principal is required to be made in respect of the Bonds under the Bond Purchase Agreement, until the Payment in Full of the Bonds, the Company will pay, in immediately available funds, a sum which will enable the Servicing Agent to pay the amount payable on such date as principal of (whether at maturity or upon redemption, acceleration, or otherwise) and interest on the Bonds, as provided in the Bond Purchase Agreement.

(b) The Company shall reimburse or pay the City for any and all reasonable costs, expenses, fees (including attorneys’ fees), and liabilities paid or incurred by the City in satisfaction of any obligation of the Company hereunder not performed by the Company in accordance with the terms hereof. The Company shall also repay or reimburse the City for any and all reasonable expenses paid or to be paid by the City and (i) requested by the Company, (ii) required by the Bonds or the Bond Documents, (iii) incurred in enforcing the provisions of the Bonds or the Bond Documents, (iv) incurred in defending any action or proceedings with respect to the Project, the Project Site, the Bonds, or the Bond Documents, or (iv) arising out of or based upon any other document relating to the issuance of the Bonds, which are not otherwise required to be paid by the Company hereunder.

(c) The Company will also pay the reasonable fees and expenses of the Servicing Agent under the Bond Purchase Agreement and all other amounts which may be payable to the Servicing Agent under the Bond Purchase Agreement, such amounts to be paid directly to the Servicing Agent for its accounts as and when such amounts become due and payable.

(d) If the Company should fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and the Company agrees to pay the same with interest thereon, to the extent permitted by law, from the date when such payment was due to the date of payment.

Section 4.03. Payments Assigned. The City, under the Bond Purchase Agreement and the Assignment, has assigned the City’s rights, title, and interest in the Pledged Receipts to the Purchaser, and the Company hereby consents to such assignment. All payments by the Company constituting Pledged Receipts under this Lease Agreement shall be in lawful coin or currency of the United States of America in immediately available funds. The Company further agrees to make all payments hereunder directly to the Servicing Agent, for the account of the City, to be deposited in the Bond Fund (or if the Servicing Agent is the Purchaser, directly to the Purchaser), and to make all payments required to be made under Section 7.02 hereof directly to the City. All such payments, if agreed to by all parties, may be made by appropriate intercompany accounting entries.



Section 4.04. Obligations of the Company Unconditional; Exception. The Company's obligation to make the payments required in Section 4.02(a) hereof shall be absolute and unconditional, without relief from valuation and appraisal laws, and shall not be subject to any defense or right of setoff, counterclaim, or recoupment arising out of any breach by the City or the Servicing Agent of any obligation to the Company, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Company by the City or the Servicing Agent, and until the Payment in Full of the Bonds, the Company will not suspend or discontinue any payments provided for in Section 4.02(a) hereof, and except as provided in Article IX hereof, will not terminate this Lease Agreement for any cause, including the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project or the Project Site, the taking by eminent domain of title to or temporary use of any or all of the Project or the Project Site, commercial frustration of purpose, any change in the laws of the United States of America, the Commonwealth, or any political subdivision of either thereof, or any failure of the City or the Servicing Agent to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Lease Agreement. Nothing contained in this Section shall be construed to release the City from the performance of any of the agreements on its part contained herein, and if the City or the Servicing Agent should fail to perform any such agreement on its part, the Company may institute such action against the City or the Servicing Agent as the Company may deem necessary to compel performance, so long as such action does not abrogate the Company's obligations contained in the first sentence of this Section.

Notwithstanding anything to the contrary in this Lease Agreement, as long as (a) the Bonds are held by the Purchaser or an assignee of the Purchaser related to or for the benefit of an affiliate of the Company and (b) the lessee under this Lease Agreement is the Company, the Company's obligation to make Rent Payments under Section 4.02 hereof and the Purchaser's right to receive the same may be satisfied by intercompany journal entries reflecting intercompany payment receipt of such Rent Payments, and no funds need be transferred during such period. The provisions of the immediately preceding sentence shall survive any bankruptcy or liquidation of the Company, the Purchaser, or any such assignee.

Section 4.05. Credits Against Rentals. Notwithstanding any provision contained in this Lease Agreement or in the Bond Purchase Agreement to the contrary, in addition to any credits against Rent Payments payable under Section 4.02(a) hereof resulting from the payment or prepayment thereof from other sources, any moneys deposited with the Servicing Agent in the Bond Fund, from any source, for payment on the Bonds shall be credited against the obligation of the Company to pay Rental Payments equal to the principal and interest on the Bonds as the same become due.

## ARTICLE V DAMAGE, DESTRUCTION, AND CONDEMNATION

Section 5.01. Damage, Destruction, and Condemnation. Unless the Company shall exercise an option to prepay the Rental Payments due hereunder under the provisions of Article IX hereof or shall be obligated to prepay the Rent Payments due hereunder under the provisions of Article IX hereof (in which case the provisions of Article IX hereof shall control), if before Payment in Full of the Bonds, (a) the Project or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to or the temporary use of the Project or any part thereof or any estate of the Company in the Project or any part thereof be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority, the Company shall be obligated to continue to pay the amounts specified herein but the Net Proceeds of any insurance benefits or condemnation awards shall be paid to the Company.

ARTICLE VI  
SPECIAL COVENANTS AND AGREEMENTS

Section 6.01. No Warranty of Condition or Suitability by the City. THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PROJECT OR THE CONDITION THEREOF OR THAT THE PROJECT WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS. EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN SECTION 4.01 HEREOF, THE CITY MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE COMPANY WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROJECT. THE CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, OR WORKMANSHIP OF ANY PART OF THE PROJECT OR ITS SUITABILITY FOR THE COMPANY'S PURPOSES.

Section 6.02. Access to Project. The Company agrees that the City and the Servicing Agent and their duly authorized agents, attorneys, experts, engineers, accountants, and representatives shall have the right, at their expense, to inspect the Project at all reasonable times during normal business hours, on at least forty-eight hours prior written notice, for purposes reasonably related to the administration of the Bonds and the Bond Documents. The City and the Servicing Agent and such other persons agree to maintain confidentiality of any information acquired hereunder or in the course of issuing the Bonds, except to the extent that the disclosure of such information may be legally required and notice of such required disclosure is first given to the Company.

Section 6.03. Further Assurances and Corrective Instruments. The City and the Company agree that they will, at the Company's sole cost and expense, from time to time execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Lease Agreement.

Section 6.04. City and Authorized Company Representatives. Whenever, under the provisions of this Lease Agreement, the approval of the City or the Company is required or the City or the Company is required to take some action at the request of the other, such approval or such request shall be given for the City by an Authorized City Representative and for the Company by an Authorized Company Representative. The Servicing Agent shall be authorized to act on any such approval or request.

Section 6.05. Financing Statements. The Company agrees to execute and file or cause to be executed and filed all financing statements, if any, or amendments thereof or continuation statements necessary to perfect and continue the perfection of any security interests granted in the Bond Purchase Agreement. The Company shall pay all costs of filing such instruments.

Section 6.06. Company to Maintain Its Corporate Existence; Conditions under Which Exceptions Permitted. The Company agrees that during the Term of Agreement, it will maintain its corporate existence, will continue to be a limited liability company duly qualified to do business in the Commonwealth, will not dispose of all or substantially all of its assets to another entity, and will not consolidate with or merge into another entity, unless, in all cases, such other entity(s) is a corporation or limited liability company organized under the laws of, or duly qualified to do business as a foreign corporation or limited liability company in, the Commonwealth and (b) assumes, in writing, all of the Company's obligations herein. Compliance with all of these requirements shall relieve the Company of all of its obligations herein.

If consolidation, merger, sale, or other transfer is made as provided in this Section, the provisions of this Section shall continue in full force and effect, and no further consolidation, merger, sale, or other transfer shall be made, except in compliance with the provisions of this Section.

Section 6.07. Maintenance of Project; Permits; Maintenance and Modifications. The Company, at its sole cost and expense, shall use, maintain, and operate the Project, or cause it to be used, maintained, and operated, in good repair, in accordance with all applicable laws, rules, and regulations, subject to ordinary wear and tear and obsolescence. Subject to the terms of Section 6.11 and Section 6.12 hereof, the Company may make modifications, replacements, and renewals of and to the Project as the Company shall deem necessary or desirable and that do not materially and adversely affect the value of the Project; provided that all such additions, modifications, or improvements comply with all applicable federal, state, and local codes. Improvements which are not a part of the Project will not be transferred to the City and shall be under the Company's absolute control and dominion.

Section 6.08. Taxes and Other Governmental Charges.

(a) The Company shall pay, as the same become due, all taxes, assessments, impositions, and governmental charges of any kind whatsoever, general and specific, foreseen and unforeseen, and any and all utilities and other governmental charges that may be lawfully assessed, levied, or imposed on the payments under this Lease Agreement or on or with respect to the Project and the Project Site. The Company shall also pay, as the same become due, all utility and other charges incurred in the operation, maintenance, use, and occupancy of the Project and the Project Site and all assessments and charges lawfully made by any governmental body for public improvements to the Project and the Project Site. The Company may allow the existence of any indebtedness for any such tax, assessment, charge, levy, or claim; provided any such tax, assessment, charge, levy, or claim is being contested in good faith by appropriate proceedings and the Company shall have established and maintained adequate reserves for the payment of the same.

(b) The Company and the City acknowledge that under Section 103.285 of the Act, no ad valorem taxes are presently to be due on the Project and the Project Site financed from the proceeds of the Bonds, so long as the Bonds are outstanding and to the extent title to the Project is held by the City, with the exception of the tax on the value of the Company's leasehold interest under this Lease Agreement under Sections 132.020 and 132.200 of the Kentucky Revised Statutes, and further acknowledge that such ad valorem tax exemption was and is a material factor in inducing the location of the Project in the Commonwealth and the City's environs. As long as such ad valorem tax exemption remains constitutionally valid, the City agrees not to take any action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes on the Project, so long as the Bonds are outstanding and to the extent title to the Project is held by the City. If any such assessment or levy is threatened or occurs as a result of any action on the part of City, the Commonwealth, or other local taxing authority, the City shall fully cooperate, at the Company's sole cost and expense, with the Company in all reasonable ways to prevent any such levy or assessment. The Company further acknowledges such ad valorem tax exemption applies only to the Project to the extent financed by the Bonds and does not apply to improvements and equipment not financed by the Bonds.

Section 6.09. Insurance.

(a) The Company agrees, at its sole expense, to maintain, or cause to be maintained, insurance policies or self-insurance plans with the City as an additional insured, as its interests may appear (subject to the provisions of Section 10.11 hereof), insuring against such risks and in such amounts as are customarily insured against by entities owning facilities of like size and type as the Project and to pay, as the same become due and payable, all premiums in respect thereof, including:

- (i) commercial general liability insurance coverage;
- (ii) insurance covering the Project against special form causes of loss (including fire and similar perils) in an amount not less than the replacement cost of the Project;
- (iii) workers' compensation coverage; and

(iv) any other type of insurance required by the laws of the Commonwealth.

(b) The Company shall require that any contractor employed for construction with respect to the Project provide comprehensive general liability coverage and workers' compensation coverage in amounts customarily carried by contractors with respect to such construction.

(c) The insurance policies, endorsements, or self-insurance plans, as the case may be, shall cover the entire Project. The Company shall provide the City and the Servicing Agent with certificates from the insurers, the Company's insurance agent, or self-insurance plans, as the case may be, at such times as may be necessary to show that insurance is being maintained as required by this Section.

Section 6.10. Liens; Contests.

(a) The Company will not, directly or indirectly, create, incur, assume, or suffer to exist any lien on or with respect to the Project, except (i) liens for taxes either not yet due and payable or being contested by the Company in good faith by appropriate proceedings; (ii) materialmen's, mechanics', workmen's, repairmen's, or other like liens arising in the ordinary course of business which are, notwithstanding the fact that payment of the underlying claim may be delinquent and the fact that a lien has been asserted against the Project, being contested in good faith by appropriate proceedings; (iii) liens arising out of judgments or awards against the Company which have been bonded or with respect to which, at the time, an appeal or proceeding for review is being prosecuted in good faith and with respect to which there shall have been secured a stay of execution pending the outcome of such appeal or proceeding; or (iv) liens incurred under Section 3.07 hereof. In connection with all mechanics' or similar statutory liens, and in accordance with Section 376.100 of the Kentucky Revised Statutes, the City hereby recognizes and agrees that the Company shall, for purposes of such statute, be deemed a person contracting with the City for the furnishing of improvements or services for which any such lien is created, thereby providing the Company with full authority and ability, to the exclusion of the City, to bond any such lien under such statute, at its sole cost and expense. The parties agree to execute any and all further documents that may be required in order to facilitate the authority of the Company provided hereby.

(b) The Company shall have the right, after prior written notice to the City, to contest, by appropriate legal proceedings conducted in good faith, all without cost or expense to the City, the validity or application of all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, and officers, or any other body exercising functions similar to those of any of the foregoing, which may be of applicability to the Project and the Project Site or any part thereof, and the Company may delay compliance therewith until the final determination of any such proceeding. If any lien or charge against the Project and the Project Site would or might be incurred by reason of any such delay, the Company nevertheless may contest and delay as aforesaid; provided that the Company bonds any such charge or lien with, or obtains a stay of enforcement from, the court or governmental agency having jurisdiction over any such matter. The rights given to the Company hereunder are intended to be the rights otherwise attributable to the owner of the Project, to the extent permitted by law and after notice to the City, and shall be exercised hereunder to the exclusion of the City throughout the Term of Agreement.

(c) In connection with this Section, the parties hereby agree that the results achieved by the Company with respect to its contest of any laws or taxes shall, in all respects, be fully and completely binding on the City and that the agreement or disagreement of the City with respect to such outcome shall in no way alter, diminish, or modify the obligations and undertakings of the City hereunder.

Section 6.11. Modifications of Project. The Company may, from time to time, at its own expense, make any additions, modifications, or improvements to the Project that it may deem desirable for its business purposes and that do not materially and adversely affect the value of the Project. All such additions, modifications,

and improvements to the Project so made by the Company shall become a part of the Project; provided that any personal property, machinery, equipment, or furniture installed by the Company at its own cost (i.e., not financed by the proceeds of the Bonds) for use in connection with the operation of the Project and which is not essential to the operation of the Project may be removed by the Company at any time and from time to time; and provided, further, that any damage to the Project occasioned by such removal shall be repaired by the Company at its own expense. Improvements on the Project Site that are not a part of the Project shall be under the Company's absolute control and dominion.

Section 6.12. Removal of Project Facilities. The Company and the City shall not be under any obligation to renew, repair, or replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary Project facilities, except as may be otherwise required herein. In any instance where the Company, in its reasonable discretion, determines that any Project facilities have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Company may remove such Project facilities and may, on behalf of the City, sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) and may retain any proceeds of such disposal. The removal from the Project of any portion of the Project facilities under the provisions of this Section shall not entitle the Company to any abatement or diminution of the payments required under Section 4.02 hereof.

Section 6.13. Project Facilities List. The Company shall maintain a list setting forth, in reasonable detail, all items constituting the Project.

Section 6.14. Environmental Use of Project. The Company shall comply with the terms of this Section. The Company shall not knowingly use the Project in any manner so as to violate, in a material way, any applicable law, rule, regulation, or ordinance of any governmental entity or authority or in such manner as to vitiate insurance upon the Project. The Company shall not knowingly commit or permit any waste upon the Project that would materially decrease the value of the Project. The Company shall materially comply with all regulations concerning the environment, health, and safety relating to the generation, use, handling, production, disposal, discharge, and storage of Hazardous Materials (as defined herein) in, on, under, or about the Project. The Company shall promptly take any and all action required by applicable Hazardous Materials laws in response to the presence, storage, use, disposal, transportation, or discharge of any Hazardous Materials in, on, under, or about the Project by the Company or persons acting on behalf of or at the direction of the Company, as all such applicable laws, rules, regulations, or ordinances may require; provided, however, that the Company shall not, without the City's prior written consent, which consent shall not be unreasonably withheld or delayed, take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Project, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims, proceedings, lawsuits, or actions completed or threatened under any Hazardous Materials laws or in connection with any third party, if such remedial action, settlement, consent, or compromise might, in the City's reasonable determination, materially impair the value of the Project; and provided, further, that the City's prior consent shall not be necessary if the presence of Hazardous Materials in, on, under, or about the Project either (a) poses an immediate threat to the health, safety, welfare, or property right of any individual or (b) is of such a nature that an immediate remedial response is necessary under applicable laws, rules, regulations, or ordinances and it is not possible to obtain the City's consent before undertaking such action. If the Company undertakes any remedial action with respect to any Hazardous Materials in, on, under, or about the Project, the Company shall promptly notify the City of any such remedial action and shall conduct and complete such remedial action (i) in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and policies, (ii) to the City's reasonable satisfaction, and (iii) in accordance with the orders and directives of all governmental authorities.

The Company shall protect, indemnify, and hold the City and its officials, officers, employees, and agents and the Servicing Agent and its officers, employees, and agents harmless from and against any and all claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and costs and expenses of investigation and proof actually incurred)

which arise out of or relate in any way to any generation, use, handling, production, transportation, disposal, or storage of any Hazardous Materials in, on, under, or about the Project by the Company or any person acting on behalf of or at the direction of the Company, including (a) all damages directly or indirectly arising out of (i) the use, generation, storage, discharge, or disposal of Hazardous Materials by the Company or persons acting on behalf of or at the direction of the Company, (ii) any residual contamination affecting any natural resource or the environment, or (iii) the existence of Hazardous Materials on or around the Project before the effective date of this Lease Agreement, and (b) the costs of any required or necessary repair, cleanup, or detoxification of the Project and the preparation of any closure or other required plans (all such costs, damages, and expenses referred to in this Section are hereafter collectively referred to as "Expenses"); provided there shall be no such indemnification of the City and its commissioners, officers, employees, and agents upon any negligence or intentional misconduct of the City or any of its commissioners, officers, employees, or agents. In addition, the Company agrees that if any Hazardous Material is caused to be removed from the Project by the Company, the City, or any other person or entity, such Hazardous Material shall be considered generated, transported, or disposed of solely in the Company's name. The Company's indemnification of the City and the Servicing Agent shall be a continuing indemnification and shall remain in full force and effect notwithstanding the expiration or termination of this Lease Agreement.

As used herein, the term "Hazardous Materials" shall mean: (a) oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, or any other substances, materials or pollutants (i) that pose a hazard to the Project and the Project Site, to adjacent premises, or to persons on or about the Project and the Project Site or adjacent premises, (ii) that cause the Project and the Project Site to be in violation of any federal, state, or local law, rule, regulation, or ordinance, or (iii) which are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," or words of similar import under any applicable federal, state, or local law or under the regulations, policy guidelines, or other publications adopted or promulgated pursuant thereto, including (A) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., (B) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq., (C) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., (D) the Clean Air Act, 42 U.S.C. § 7412 and amendments thereto, (E) the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq., (F) the Clean Water Act, 33 U.S.C. §§ 1317 and 1321(b)(2)A, and (G) rules, regulations, ordinances, and other publications adopted or promulgated under the aforesaid laws; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation; and (c) any other chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any governmental authority or may or could pose a hazard to the public health and safety.

Section 6.15. Notice of Proposed Plan or Petition. The City shall provide the Company notice of any submission by the City of any proposed plan of bankruptcy or reorganization to the State Local Debt Officer, or any successor thereof, for approval under Section 66.400 of the Kentucky Revised Statutes or the filing of a petition of bankruptcy or reorganization with any applicable governmental authority no later than thirty days before the date the City submits or files any such proposed plan or petition.

Section 6.16. Rights Related to Annexation. The City and the Company agree that the Company shall retain all rights arising from and related to the proposed annexation of all or any portion of the Project or the Project Site by any city, municipal corporation, or other political subdivision. The City and the Company further agree that (a) the City shall provide the Company notice of such proposed annexation of the Project or the Project Site, under Section 81A.425 of the Kentucky Revised Statutes or other authority, within two business days of the City's receipt of such notice or knowledge of such proposed annexation; (b) the City shall not consent to any such proposed annexation of the Project or the Project Site without the Company's prior written consent, which consent may be withheld by the Company for any reason; (c) if timely requested by the Company, the City shall petition, at the Company's expense, under Section 81A.420(2) of the Kentucky Revised Statutes or other authority, in opposition to any such proposed annexation of the Project or the Project Site; and (d) the Company can assert any right

provided to parties opposing the annexation of property under Section 81A.510 of the Kentucky Revised Statutes or other authority in its own name and right and in the City's name and right.

## ARTICLE VII ASSIGNMENT OR SUBLEASE; INDEMNIFICATION; REDEMPTION

Section 7.01.     Assignment. This Lease Agreement may be assigned or the Project may be subleased by the Company, without the necessity of obtaining the consent of the City or the Purchaser, subject, however, to each of the following conditions:

(a)     No assignment (other than under Section 6.06 hereof) or sublease shall relieve the Company from primary liability for any of its obligations hereunder, and, upon any such assignment or sublease, the Company shall continue to remain primarily liable for payment of the amounts specified in Section 4.02 hereof and for performance and observance of the other agreements on its part provided herein to be performed and observed by it, to the same extent as though no assignment or sublease had been made.

(b)     The Company shall, within thirty days after a written request therefor, furnish or cause to be furnished, to the City and to the Bondholder, a true and complete copy of each assignment or sublease and assumption of obligation, as the case may be.

Notwithstanding anything herein to the contrary, the Company's interest in this Lease Agreement may not be assigned, unless such assignment is, (i) at any time, to any entity constituting a member of any Control Group to which the Company belongs, or (ii) after the Completion Date and the leasing of any portion of the Project to a tenant, to an unrelated third-party. In the case of any assignment or sublease, the Company shall have furnished, to the City and the Bondholder, an opinion of Bond Counsel to the effect that the proposed assignment or sublease will not impair the validity of the Bonds under the Act.

Section 7.02.     Release and Indemnification Covenants.

(a)     The Company shall, and hereby agrees to, indemnify, save, and defend the City and the Servicing Agent harmless against and from all claims by or on behalf of any person, firm, corporation, or other legal entity arising from the conduct or management by the Company or any of its contractors, subcontractors, agents, assigns, or sublessees of, or from any work or thing done by the Company or any of its contractors, subcontractors, agents, assigns, or sublessees on, the Project and the Project Site during the Term of Agreement, including (i) any condition of the Project and the Project Site; (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Company Documents; (iii) any act of negligence of the Company or of any of its agents, contractors, servants, employees, licensees, assigns, or sublessees; or (iv) any act of negligence of any assignee or lessee of the Company or of any agents, contractors, servants, employees, or licensees of any assignee or lessee of the Company. If any action shall be brought against the City or the Servicing Agent in respect of which indemnity hereunder may be sought against the Company, then the City or the Servicing Agent, as the case may be, shall promptly notify the Company in writing, and the Company, at its option, may or, at the request of the City or the Servicing Agent, as the case may be, shall assume the defense thereof, including the employment of counsel and the right to negotiate and consent to settlement. If the Company assumes the defense thereof, the City or the Servicing Agent, as the case may be, shall have the right to employ separate counsel in any such action and to participate in the defense thereof; provided that the fees and expenses of such counsel shall be at the expense of the City or the Servicing Agent, as the case may be, unless the employment of such counsel has been authorized in writing by the Company. The Company shall not be liable for any settlement of any such action effected without its consent.

(b) Notwithstanding the fact that it is the intention of the parties hereto that the City shall not incur any pecuniary liability (i) by reason of the terms of this Lease Agreement or the undertakings required of the City hereunder, (ii) by reason of the issuance of the Bonds, (iii) by reason of the execution of the Bond Purchase Agreement or the Assignment, or (iv) by reason of the performance of any act requested of the City by the Company, including, but not limited to, all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the City should incur any such pecuniary liability, then the Company shall indemnify, defend, and hold the City harmless against all claims, demands, or causes of action whatsoever, by or on behalf of any person, firm, corporation, or other legal entity, arising out of the same or out of any offering statement in connection with the sale or resale of the Bonds and all reasonable costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action shall be brought against the City in respect of which indemnity hereunder may be sought against the Company, the City shall promptly notify the Company in writing, and the Company, at its option, may or, at the request of the City, shall assume the defense thereof, including the employment of counsel and the right to negotiate and consent to settlement. If the Company assumes the defense thereof, the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. The Company shall not be liable for any settlement of any such action effected without its consent. All references to the City in this Section shall be deemed to include the officials, officers, employees, and agents of the City.

(c) The Company shall, and hereby agrees to, indemnify the Servicing Agent for and hold it harmless against any loss, liability, or expense (including the reasonable costs and expenses of defending against any claim of liability) incurred without the negligence or willful misconduct by such indemnified party and arising out of or in connection with the acceptance or administration of its duties as Servicing Agent under the Bond Purchase Agreement. If any action shall be brought against the Servicing Agent in respect of which indemnity hereunder may be sought against the Company, the Servicing Agent shall promptly notify the Company in writing, and the Company, at its option, may assume the defense thereof, including the employment of counsel and the right to negotiate and consent to settlement. If the Company assumes the defense thereof, the Servicing Agent shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Servicing Agent, unless the Company shall have consented in writing to the employment of such counsel. The Company shall not be liable for any settlement of any such action effected without its consent.

(d) Notwithstanding anything in this Section to the contrary, the Company shall have no obligation to indemnify the City or the Servicing Agent against claims, demands, causes of action, costs, expenses, or damages resulting from or in connection with their own negligence or willful misconduct.

Section 7.03. Redemption of Bonds. The Company shall have, and is hereby granted, the option to prepay Rent Payments hereunder and thus cause all or a portion of the Bonds to be redeemed at the times and at the prices permitted by the Bond Purchase Agreement, and if the Company exercises such option, it shall notify the Servicing Agent as provided in the Bond Purchase Agreement. The City, at the Company's request, shall forthwith take all steps (other than the payment of the money required for such redemption) necessary under the applicable redemption provisions of the Bond Purchase Agreement to effect redemption of all or part of the Outstanding Bonds, as the Company may specify, on the date established for such redemption. Any amount so prepaid that is less than the full unpaid principal amount of the Bonds shall be credited against the Rent Payments representing the installment or installments of principal due on the Bonds being redeemed.

Notwithstanding anything in this Lease Agreement to the contrary, as long as (a) the Bonds are held by the Purchaser or an assignee of the Purchaser related to or for the benefit of an affiliate of the Company and (b) the lessee under this Lease Agreement is the Company, the Company's ability to prepay Rent Payments under this Section 7.03 and the Purchaser's right to receive the proceeds of the same may be satisfied by intercompany journal



entries reflecting intercompany payment and receipt of such prepaid Rent Payments, and no funds need be transferred during such period. The provisions of the immediately preceding sentence shall survive any bankruptcy or liquidation of the Company, the Purchaser, or any such assignee.

Section 7.04. City to Grant Security Interest to Servicing Agent. The parties hereto agree that in order to secure payment of the Bonds, the City shall, under the Assignment, assign all of the its rights, title, and interest in and to this Lease Agreement to the Servicing Agent, except for the Unassigned Rights.

## ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.01. Defaults Defined. The following shall be “Defaults” under this Lease Agreement and the term “Default” shall mean, whenever it is used in this Lease Agreement, any of the following events:

(a) Failure by the Company to pay any amount required to be paid under Section 4.02(a) hereof that results in a failure to pay principal of or interest on the Bonds, and such failure causes an Event of Default under the Bond Purchase Agreement;

(b) Failure by the Company to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in Section 8.01(a) hereof, for a period of thirty days after receipt by the Company of written notice from the Servicing Agent or the Bondholder specifying such failure and requesting that it be remedied, unless the Servicing Agent or the Bondholder shall agree in writing to an extension of such time before its expiration or before such notice is rescinded; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Servicing Agent or the Bondholder, as applicable, will not unreasonably withhold its consent to an extension of such time if (i) corrective action is instituted by the Company within the applicable period and diligently pursued until such failure is corrected and (ii) the Authorized Company Representative delivers a notice to the Servicing Agent or the Bondholder, as applicable, designating the date by which such failure is expected to be corrected;

(c) (i) The Company’s voluntary initiation of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt, or any other form of debtor relief, or the initiation against the Company of any such proceeding, which shall remain undismissed or unstayed for sixty consecutive days, (ii) failure by the Company to promptly have discharged or stayed any execution, garnishment, or attachment of such consequence as would materially impair the Company’s ability to carry on its operations at the Project, (iii) assignment by the Company for the benefit of creditors, or (iv) the Company’s entry into an agreement of composition with its creditors; or

(d) The occurrence of an Event of Default under the Bond Purchase Agreement.

The provisions of subsection (b) of this Section are subject to the following limitation: if, by reason of Force Majeure, the Company is unable, in whole or in part, to carry out any of its agreements contained herein (other than its obligations contained in Article IV hereof), the Company shall not be deemed in Default during the continuance of such inability. The Company agrees, however, to use reasonable efforts to remedy, with all reasonable dispatch, the cause or causes preventing the Company from carrying out its agreement; provided that the settlement of strikes and other industrial disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to settle strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the sole judgment of the Company, unfavorable to the Company.

Section 8.02. Remedies on Default. Whenever any Default referred to in Section 8.01 hereof shall have happened and be continuing, the Bondholder or the City may take one or any combination of the following remedial steps:

(a) If the Bondholder has declared the Bonds immediately due and payable under Section 6.02 of the Bond Purchase Agreement, by written notice to the City and the Company, declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity (as provided in the Bond Purchase Agreement) or otherwise, to be immediately due and payable as liquidated damages under this Lease Agreement, and not as a penalty, whereupon the same shall become immediately due and payable;

(b) Order the Servicing Agent to terminate the disbursement of any moneys in the Construction Fund and apply such moneys to the payment of any amounts then due or to become due under this Lease Agreement; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of the Company under this Lease Agreement.

Any amounts collected under action taken under this Section shall be applied in accordance with the provisions of this Lease Agreement and the Bond Purchase Agreement.

Section 8.03. No Remedy Exclusive. Subject to Section 6.02 of the Bond Purchase Agreement, no remedy herein conferred upon or reserved to the City or the Bondholder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power so long as the Default is continuing or be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle the City or the Bondholder to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article. The Bondholder, subject to the provisions of the Assignment, shall be entitled to the benefit of all of the covenants and agreements contained herein.

Section 8.04. Agreement to Pay Attorneys' Fees and Expenses. If any Default shall have occurred and the City or the Bondholder should employ attorneys or incur other expenses for the collection of payments required hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company agrees that it will, within ten Business Days after demand therefor, pay to the City or the Bondholder the reasonable fee of such attorneys and such other reasonable expenses so incurred by the City or the Bondholder.

Section 8.05. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE IX

### OPTION TO TERMINATE AGREEMENT; PURCHASE OF PROJECT BY COMPANY

Section 9.01. Option to Terminate at Any Time. Subject to notice to the City, the Company shall have, and is hereby granted, the option to terminate its obligations under this Lease Agreement before Payment in Full of the Bonds by providing for the payment of all of the Outstanding Bonds and other expenses in accordance with the Bond Purchase Agreement.

Section 9.02. Company's Option to Purchase Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time before the expiration of the Term of Agreement upon payment of \$10.00 to the City and upon payment in full of all of the then Outstanding Bonds or provision for their payment having been made under the Bond Purchase Agreement, through prepayment of Rent Payments hereunder or otherwise; provided that, as of the date of such purchase, all fees, expenses, and charges due and payable under the provisions of this Lease Agreement and the Bond Purchase Agreement shall have been paid by the Company and the City shall have received certificates to that effect from the respective recipients of such fees, expenses, and charges. To exercise such option, the Company shall give written notice to the City and the Servicing Agent, if any of the Bonds shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Bond Purchase Agreement, and such notice shall specify therein the date of closing such purchase, which date shall be not less than fifteen nor more than ninety days from the date such notice is given; and in respect of the redemption of the Bonds in accordance with the provisions of the Bond Purchase Agreement, the Company shall make arrangements reasonably satisfactory to the Servicing Agent for the giving of the required notice of redemption in accordance with the applicable provisions of the Bond Purchase Agreement. The option granted to the Company by this Section shall survive termination of this Lease Agreement.

The City shall not contest any election by the Company to purchase the Project under this Article as a result of the submission by the City of a proposed plan of bankruptcy or reorganization to the State Local Debt Officer, or any successor thereof, under Section 66.400 of the Kentucky Revised Statutes or the filing of a petition of bankruptcy or reorganization with any applicable governmental authority, and in such case, the City shall fully cooperate with the Company in all respects to convey title to the Project to the Company despite any such proposed plan or filing.

Section 9.03. Conveyance of Project. At the closing of any purchase of the Project under this Article, the City will, upon receipt of the purchase price, deliver to the Company the following:

(a) An acknowledgment that this Lease Agreement has been terminated and, if the Bond Purchase Agreement shall not at the time have been satisfied in full, a release from the Purchaser of the City's assignment of its rights under this Lease Agreement to the Purchaser, under the Assignment.

(b) Documents conveying good and marketable fee simple title to the Project to the Company, by bills of sale and such other instruments as may be necessary, all in form and substance mutually agreeable to the parties, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when acquired by the City, unless subsequently released; (ii) those liens and encumbrances created or consented to by the Company; and (iii) those liens and encumbrances resulting from the Company's failure to perform or observe any of its duties in this Lease Agreement.

The documents described in (i), (ii), and (iii) of the immediately preceding paragraph shall be prepared by the Company and all reasonable expenses of the City incurred in connection with such conveyance shall be paid by the Company.

Upon the closing of any purchase of the Project under this Article, the Project shall be subject to all property taxes levied by the City, the Commonwealth, or any political subdivision thereof, effective as of the date of the Company's purchase of the Project from the City.

Section 9.04. Obligation to Purchase Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project for \$10.00 at the expiration of the Term of Agreement, following Payment in Full of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Bond Purchase Agreement, subject to compliance with the provisions of the first sentence of Section 9.02 hereof. If the Company does not exercise this option on or before the expiration of the Term of Agreement or if, after exercise

of the option, the Company fails to proceed with the closing of the purchase of the Project under the terms and provisions contained herein, the City shall be entitled to retain the fee of \$10.00 and the option shall be deemed exercised by the Company.

Section 9.05. Company Entitled to Certain Rent Abatements if Bonds Paid Before Maturity. If at the time the aggregate moneys in the Bond Fund shall be sufficient (and shall continue to be sufficient) to retire, in accordance with the provisions of the Bond Purchase Agreement, all of the then Outstanding Bonds and to pay all fees and charges of the Servicing Agent, if any, due or to become due through the date on which the last of the Bonds is retired, under circumstances not resulting in termination of the Term of Agreement, a Default shall not have occurred and be continuing, then the Company shall not be required to pay any further rent under Section 4.02 hereof.

## ARTICLE X MISCELLANEOUS

Section 10.01. Term of Agreement. This Lease Agreement shall remain in full force and effect from the date hereof to and including the Maturity Date, or such time as all of the Bonds and the fees, expenses, and indemnities of the City and the Servicing Agent, if any, have been paid, or provision has been made for such payments and the Project has been conveyed to the Company under Article IX hereof.

Section 10.02. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered personally or received by facsimile transmission, telex, overnight delivery service, or United States mail, and, in each case, addressed as follows:

To the City:	City of Hopkinsville, Kentucky 715 South Virginia Street Hopkinsville, Kentucky 42240 Attention: Mayor
With a copy to:	H. Douglas Willen Cotthoff & Willen 317 West Ninth Street Hopkinsville, Kentucky 42241
To the Company:	Toyota Boshoku Western Kentucky, LLC 370 Crenshaw Boulevard Hopkinsville, Kentucky 42240 Attention: General Manager
With a copy to:	Toyota Boshoku America, Inc. 28000 West Park Drive Novi, Michigan 48377 Attention: General Counsel  Toyota Boshoku America, Inc. 1360 Dolwick Drive Suite 125 Erlanger, Kentucky 41018 Attention: Chief Financial Officer

Notices to the Servicing Agent shall be effective upon receipt by the Servicing Agent. A duplicate copy of each notice, certificate, or other communication given hereunder by the City or the Company shall also be given to the Servicing Agent. A duplicate of any notice, certificate, or other communication given hereunder to any entity shall also be given to the Company. The City, the Company, and the Servicing Agent may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 10.03. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the City, the Company, the Servicing Agent, the Bondholder, and their respective successors and assigns.

Section 10.04. Severability. Except to the extent otherwise set forth herein, if any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.05. Amounts Remaining in Funds. Subject to the provisions of the Bond Purchase Agreement, it is agreed by the parties hereto that any amounts remaining in the Bond Fund, the Construction Fund, or any other fund or account created hereunder or under the Bond Purchase Agreement, upon expiration or earlier termination of this Lease Agreement, as provided in this Lease Agreement, after Payment in Full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Purchase Agreement), the fees and expenses of the Servicing Agent, if any, in accordance with the Bond Purchase Agreement, shall belong to and be promptly paid to the Company by the Servicing Agent.

Section 10.06. Amendments, Changes, and Modifications. After the issuance of Bonds and before Payment in Full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Bond Purchase Agreement), and except as otherwise expressly provided herein, this Lease Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Bondholder and Servicing Agent, in accordance with the provisions of the Bond Purchase Agreement, and the written consent of the parties hereto.

Section 10.07. Execution in Counterparts. This Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.08. Applicable Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

Section 10.09. Captions. The captions and headings in this Lease Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, Articles, or Sections of this Lease Agreement.

Section 10.10. Approval of Assignment. The Company hereby acknowledges that it has received an executed copy of, and approves, the Bond Purchase Agreement and is familiar with its provisions, and agrees that the Company will take all such actions as are required or contemplated of it under the Bond Purchase Agreement to preserve and protect the rights of the Servicing Agent and of the Bondholder thereunder and that it will not take any action which would cause a default thereunder. Any redemption of Bonds before maturity shall be effected as provided in the Bond Purchase Agreement. The Company consents to the City's assignment of this Lease to the Bondholder under the Assignment.

Section 10.11. Limitation of City's Liability. Upon any default by the City hereunder, the liability of the City to the Company shall be enforceable only out of its interest in the Project and under this Lease Agreement, and there shall be no other recourse for damages by the Company against the City, its officers, the members of its

Fiscal Court, or any of its officials, officers, agents, and employees or any of the property now or hereafter owned by it or them. NO PROVISION, COVENANT, OR AGREEMENT CONTAINED IN THIS LEASE AGREEMENT OR BREACH THEREOF SHALL CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE UPON ITS GENERAL CREDIT OR TAXING POWERS. IN MAKING SUCH COVENANTS, AGREEMENTS, OR PROVISIONS, THE CITY HAS NOT OBLIGATED ITSELF, EXCEPT WITH RESPECT TO ISSUING THE BONDS FOR PURPOSES OF THE PROJECT AND THE APPLICATION OF THE REVENUES OF THIS LEASE AGREEMENT AS HEREINABOVE PROVIDED.

Section 10.12. Payments Due on Saturdays, Sundays, and Holidays. If any date a payment is due under this Lease Agreement is a day which is not a Business Day and the Servicing Agent is closed, then such payment need not be made by the Company on that date, but that payment may be made on the next succeeding Business Day on which the Servicing Agent is open for business, with the same force and effect as if that payment were made on the fixed date, and no interest shall accrue for the period after that date.

Section 10.13. Entire Agreement. This Lease Agreement, the Bonds, the other Bond Documents, and the Bond Legislation merge all prior negotiations, representations, warranties, and agreements between the parties hereto and constitute the entire agreement of the parties with respect to the subject matters of this Lease Agreement, the Bonds, the other Bond Documents, and the Bond Legislation. The parties shall be responsible only for their representations, warranties, and agreements set forth in this Lease Agreement, the Bonds, the other Bond Documents, and the Bond Legislation.

[Signature page to follow]

SIGNATURE PAGE TO LEASE AGREEMENT

IN WITNESS WHEREOF, the City has caused this Lease Agreement to be executed in its name and the Company has caused this Lease Agreement to be executed in its name, all as of the date first above written.

CITY OF HOPKINSVILLE, KENTUCKY

By: \_\_\_\_\_  
Mayor James R. Knight Jr.

Attest:

\_\_\_\_\_  
City Clerk Brittany Byrum

TOYOTA BOSHOKU WESTERN KENTUCKY,  
LLC

By: \_\_\_\_\_  
[Officer Name1]  
[Officer Title1]

) Sct.

)

My commission expires \_\_\_\_\_.

Notary Public Number

)

) Sct.

)

My commission expires \_\_\_\_\_.

Notary Public Number

By: \_\_\_\_\_  
Mark S. Franklin



EXHIBIT A  
TO  
LEASE AGREEMENT

PROJECT SITE DESCRIPTION

BEING a Tract of land situated in Christian County, Kentucky, 9.16 miles, more or less, south of downtown Hopkinsville, said Tract being generally located north of Millers Mill Road, south of, and adjacent to, Crenshaw Boulevard, east of Interstate – 24, and west of U.S. Highway 41-A, and being more particularly described as follows:

BEGINNING at an iron pin (new) at the intersection of the southernly right-of-way of Crenshaw Boulevard, and the westerly right-of-way of Waymans Way, said iron pin being South 67 degrees 16 minutes 45 seconds East 291.84 feet from the centerline intersection of Crenshaw Boulevard and Walton Way;

Thence leaving the said right-of-way of Crenshaw Boulevard, and continuing with the said right-of-way of Waymans Way for the next 2 calls as follows: South 10 degrees 11 minutes 09 seconds West 360.00 feet to an iron pin (new); Thence South 79 degrees 48 minutes 51 seconds East 60.00 feet to an iron pin (new), said iron pin being in the westerly line of the U.S. Smokeless Tobacco Co., LLC. property, as recorded in Deed Book 707, Page 584, C.C.C.C.O.;

Thence leaving the afore-mentioned right-of-way of Waymans Way, and continuing with the said U.S. Tobacco property, South 10 degrees 11 minutes 16 seconds West 1753.24 feet to an existing iron pin capped with number “2465”, said iron pin being in the northernly line of the WHC South Christian Production, LLC. property, as recorded in Deed Book 639, Page 588, C.C.C.C.O.;

Thence leaving the afore-mentioned U.S. Tobacco property, and continuing with the said WHC South property, and generally following a fence line, North 81 degrees 05 minutes 32 seconds West 953.02 feet to an existing iron pin capped with number “3443”, said iron pin being the southeasterly corner of the City of Hopkinsville property, as recorded in Deed Book 597, Page 189, C.C.C.C.O.;

Thence leaving the above-mentioned WHC South property and the said fence line, and continuing with the said Hopkinsville property, North 07 degrees 49 minutes 57 seconds East 2136.30 feet to an existing iron pin capped with number “3443”, said iron pin being in the southernly right-of-way of Crenshaw Boulevard;

Thence leaving the said Hopkinsville property, and continuing with the afore-mentioned right-of-way of Crenshaw Boulevard, South 79 degrees 48 minutes 51 seconds East 980.58 feet to the point of beginning.

Said Tract contains 48.11 Acres (2,095,692 sq. ft.) more or less.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 3467, on March 9, 2023. All new iron pins set are 1/2” x 18” rebar with plastic cap stamped “SUITER 3467”.

BEING the same property conveyed to Toyota Boshoku America, Inc., a Michigan corporation, from Thomas Randall Arnold and Judy M. Arnold, husband and wife, by deed dated the 18th day of April, 2023 of record in Deed Book 802, Page 249, Office of the Christian County Clerk.

LESS AND EXCEPT THE FOLLOWING:

Toyota Boshoku Construction Phase I and 2

BEING a tract of land lying in Christian County, approximately 2.23 miles North of intersection of KY 41 and 1-24. More particularly described as follows;

BEGINNING at a point 40.28 feet right of Weyman's Way at Station 14+24.72 thence along Existing Right of Way South 79 Degrees 47 Minutes 45 Seconds East a distance of 60.00 feet to a point 19.72 feet left of Weyman's Way at Station 14+24.79 thence along Existing Property Line South 10 Degrees 12 Minutes 15 Seconds West a distance of 1357.44 feet to a point 0.09 feet right of Weyman's Way at Station 27+83.01 thence along Proposed Right of Way along an arc 197.64 feet to the right, having a radius of 77.51 feet, the chord of which is North 06 Degrees 44 Minutes 01 Seconds West for a distance of 148.28 feet, to a point 43.28 feet right of Weyman's Way at Station 26+41.16 thence along Proposed Right of Way along an arc 29.39 feet to the left, having a radius of 30.00 feet, the chord of which is North 38 Degrees 15 Minutes 33 Seconds East for a distance of 28.23 feet, to a point 30.00 feet right of Weyman's Way at Station 26+16.25 thence along Proposed Right of Way North 10 Degrees 12 Minutes 02 Seconds East a distance of 853.72 feet to a point 30.00 feet right of Weyman's Way at Station 17+62.53 thence along Proposed Right of Way along an arc 94.45 feet to the left, having a radius of 970.10 feet, the chord of which is North 07 Degrees 24 Minutes 42 Seconds East for a distance of 94.41 feet, to a point 30.00 feet right of Weyman's Way at Station 16+65.17 thence along Proposed Right of Way North 04 Degrees 37 Minutes 21 Seconds East a distance of 105.06 feet to a point 30.00 feet right of Weyman's Way at Station 15+60.10 thence along Proposed Right of Way along an arc 99.10 feet to the right, having a radius of 1030.11 feet, the chord of which is North 07 Degrees 22 Minutes 43 Seconds East for a distance of 99.06 feet, to a point 30.00 feet right of Weyman's Way at Station 14+63.89 thence along Proposed Right of Way North 04 Degrees 33 Minutes 44 Seconds West a distance of 40.50 feet to the POINT OF BEGINNING.

The above-described parcel contains 1.15 acres (50094.00 sq. ft.)

Parcel 2B

BEING a tract of land lying in Christian County, approximately 2.23 miles North of intersection of KY 41 and 1-24. More particularly described as follows;

BEGINNING at a point 40.26 feet right of Weyman's Way at Station 14+05.00 thence along Existing Right of Way South 10 Degrees 10 Minutes 56 Seconds West a distance of 19.72 feet to a point 40.28 feet right of Weyman's Way at Station 14+24.72 thence along Proposed Right of Way South 04 Degrees 33 Minutes 44 Seconds East a distance of 40.50 feet to a point 30.00 feet right of Weyman's Way at Station 14+63.89 thence along Proposed Right of Way along an arc 99.10 feet to the left, having a radius of 1030.11 feet, the chord of which is South 07 Degrees 22 Minutes 43 Seconds West for a distance of 99.06 feet, to a point 30.00 feet right of Weyman's Way at Station 15+60.10 thence along Proposed Right of Way South 04 Degrees 37 Minutes 21 Seconds West a distance of 105.06 feet to a point 30.00 feet right of Weyman's Way at Station 16+65.17 thence along Proposed Right of Way along an arc 94.45 feet to the right, having a radius of 970.10 feet, the chord of which is South 07 Degrees 24 Minutes 42 Seconds West for a distance

of 94.41 feet, to a point 30.00 feet right of Weyman's Way at Station 17+62.53 thence along Proposed Right of Way South 10 Degrees 12 Minutes 02 Seconds West a distance of 853.72 feet to a point 30.00 feet right of Weyman's Way at Station 26+16.25 thence along Proposed Right of Way along an arc 29.39 feet to the right, having a radius of 30.00 feet, the chord of which is South 38 Degrees 15 Minutes 33 Seconds West for a distance of 28.23 feet, to a point 43.28 feet right of Weyman's Way at Station 26+41.16 thence along Proposed Right of Way along an arc 197.64 feet to the left, having a radius of 77.51 feet, the chord of which is South 06 Degrees 44 Minutes 01 Seconds East for a distance of 148.28 feet, to a point 0.09 feet right of Weyman's Way at Station 27+83.01 thence along Existing Property Line South 10 Degrees 12 Minutes 15 Seconds West a distance of 15.00 feet to a point 0.09 feet right of Weyman's Way at Station 27+98.01 thence along Proposed Temporary Easement along an arc 235.90 feet to the right, having a radius of 92.51 feet, the chord of which is North 06 Degrees 44 Minutes 04 Seconds West for a distance of 176.98 feet, to a point 51.64 feet right of Weyman's Way at Station 26+28.71 thence along Proposed Temporary Easement along an arc 14.69 feet to the left, having a radius of 15.00 feet, the chord of which is North 38 Degrees 15 Minutes 33 Seconds East for a distance of 14.11 feet, to a point 45.00 feet right of Weyman's Way at Station 26+16.25 thence along Proposed Temporary Easement North 10 Degrees 12 Minutes 03 Seconds East a distance of 853.72 feet to a point 45.00 feet right of Weyman's Way at Station 17+62.53 thence along Proposed Temporary Easement along an arc 92.98 feet to the left, having a radius of 955.00 feet, the chord of which is North 07 Degrees 24 Minutes 42 Seconds East for a distance of 92.94 feet, to a point 45.00 feet right of Weyman's Way at Station 16+65.17 thence along Proposed Temporary Easement North 04 Degrees 37 Minutes 21 Seconds East a distance of 105.07 feet to a point 45.00 feet right of Weyman's Way at Station 15+60.10 thence along Proposed Temporary Easement along an arc 100.53 feet to the right, having a radius of 1045.00 feet, the chord of which is North 07 Degrees 22 Minutes 43 Seconds East for a distance of 100.49 feet, to a point 45.00 feet right of Weyman's Way at Station 14+63.89 thence along Proposed Temporary Easement North 10 Degrees 08 Minutes 04 Seconds East a distance of 58.89 feet to a point 45.00 feet right of Weyman's Way at Station 14+05.00 thence along Proposed Temporary Easement South 79 Degrees 51 Minutes 56 Seconds East a distance of 4.74 feet to the POINT OF BEGINNING.

The above-described parcel contains 0.49 acres (21344.40 sq. ft.)

It is specific intention of the grantor(s) herein to convey a temporary easement to the property described above for the purpose of slope construction; said easement terminates and reverts upon completion of same.

Phase 1 (North)

P.U.D.E Toyota Boshoku

BEING a tract of land lying in Christian County, approximately 2.23 miles North of intersection of KY 41 and 1-24. More particularly described as follows;

BEGINNING at a point 40.26 feet right of Weyman's Way at Station 14+05.00 thence along Existing Right of Way South 10 Degrees 10 Minutes 56 Seconds West a distance of 19.72 feet to a point 40.28 feet right of Weyman's Way at Station 14+24.72 thence along Proposed Right of Way South 04 Degrees 33 Minutes 44 Seconds East a distance of 40.50 feet to a point 30.00 feet right of Weyman's Way at Station 14+63.89 thence along Proposed Right of Way along an arc 99.10 feet to the left, having a radius of 1030.11 feet, the chord of which is South 07 Degrees 22 Minutes 43 Seconds West for a distance of 99.06 feet, to a point 30.00 feet right of Weyman's

Way at Station 15+60.10 thence along Proposed Right of Way South 04 Degrees 37 Minutes 21 Seconds West a distance of 49.90 feet to a point 30.00 feet right of Weyman's Way at Station 16+10.00 thence along North 85 Degrees 22 Minutes 39 Seconds West a distance of 15.00 feet to a point 45.00 feet right of Weyman's Way at Station 16+10.00 thence along Proposed Temporary Easement North 04 Degrees 37 Minutes 21 Seconds East a distance of 49.90 feet to a point 45.00 feet right of Weyman's Way at Station 15+60.10 thence along Proposed Temporary Easement along an arc 100.53 feet to the right, having a radius of 1045.00 feet, the chord of which is North 07 Degrees 22 Minutes 43 Seconds East for a distance of 100.49 feet, to a point 45.00 feet right of Weyman's Way at Station 14+63.89 thence along Proposed Temporary Easement North 10 Degrees 08 Minutes 04 Seconds East a distance of 58.89 feet to a point 45.00' feet right of Weyman's Way at Station 14+05.00 thence along Proposed Temporary Easement South 79 Degrees 51 Minutes 56 Seconds East a distance of 4.74 feet to the POINT OF BEGINNING.

The above-described parcel contains 0.06 acres (2,613.60 sq. ft.)

It is the intention of the Granter to convey a non-exclusive easement for public utilities and drainage purposes.

Phase 2 (South Section)

P.U.D.E Toyota Boshoku

BEING a tract of land lying in Christian County, approximately 2.23 miles North of intersection of KY 41 and 1-24. More particularly described as follows;

BEGINNING at a point 30.00 feet right of Weyman's Way at Station 16+10.00 thence along Proposed Right of Way South 04 Degrees 37 Minutes 21 Seconds West a distance of 55.17 feet to a point 30.00 feet right of Weyman's Way at Station 16+65.17 thence along Proposed Right of Way along an arc 94.45 feet to the right, having a radius of 970.10 feet, the chord of which is South 07 Degrees 24 Minutes 42 Seconds West for a distance of 94.41 feet, to a point 30.00 feet right of Weyman's Way at Station 17+62.53 thence along Proposed Right of Way South 10 Degrees 12 Minutes 02 Seconds West a distance of 853.72 feet to a point 30.00 feet right of Weyman's Way at Station 26+16.25 thence along Proposed Right of Way along an arc 29.39 feet to the right, having a radius of 30.00 feet, the chord of which is South 38 Degrees 15 Minutes 33 Seconds West for a distance of 28.23 feet, to a point 43.28 feet right of Weyman's Way at Station 26+41.16 thence along Proposed Right of Way along an arc 197.64 feet to the left, having a radius of 77.51 feet, the chord of which is South 06 Degrees 44 Minutes 01 Seconds East for a distance of 148.28 feet, to a point 0.09 feet right of Weyman's Way at Station 27+83.01 thence along Existing Property Line South 10 Degrees 12 Minutes 15 Seconds West a distance of 15.00 feet to a point 0.09 feet right of Weyman's Way at Station 27+98.01 thence along Proposed Temporary Easement along an arc 235.90 feet to the right, having a radius of 92.51 feet, the chord of which is North 06 Degrees 44 Minutes 04 Seconds West for a distance of 176.98 feet, to a point 51.64 feet right of Weyman's Way at Station 26+28.71 thence along Proposed Temporary Easement along an arc 14.69 feet to the left, having a radius of 15.00 feet, the chord of which is North 38 Degrees 15 Minutes 33 Seconds East for a distance of 14.11 feet, to a point 45.00 feet right of Weyman's Way at Station 26+16.25 thence along Proposed Temporary Easement North 10 Degrees 12 Minutes 03 Seconds East a distance of 853.72 feet to a point 45 00 feet right of Weyman's Way at Station 17+62.53 thence along Proposed Temporary Easement along an arc 92.98 feet to the left, having a radius of 955.00 feet, the chord of which is North 07 Degrees 24 Minutes 42 Seconds East for a distance of 92.94 feet, to a point 45.00 feet right of Weyman's

Way at Station 16+65.17 thence along Proposed Temporary Easement North 04 Degrees 37 Minutes 21 Seconds East a distance of 55.17 feet to a point 45.00 feet right of Weyman's Way at Station 16+10.00 thence along South 85 Degrees 22 Minutes 39 Seconds East a distance of 15.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 0.43 acres (18730.80 sq. ft.)

BEING the same property conveyed to Toyota Boshoku Western Kentucky, LLC, a Kentucky limited liability company, from Toyota Boshoku America, Inc., a Michigan corporation, by deed dated [\_\_\_\_] of record in Deed Book [\_\_\_\_], Page [\_\_\_\_], Office of the Christian County Clerk.

EXHIBIT B  
TO  
LEASE AGREEMENT

PROJECT DESCRIPTION

The acquisition, construction, installation, and equipping of a new “Smart” automotive parts manufacturing facility consisting of real property, real property improvements, tangible personal property, and manufacturing equipment to be located on a 46.96 acre lot identified on Exhibit A attached hereto.