

MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES
DECEMBER 8, 2005

Exhibits

SECTION I

- A. Amendment to Room and Board Rates, 2004-05
- B. University Health Benefits Rates, 2006
- C. Memorandum of Understanding Regarding the Cherry Street Parking Facility – (to be distributed at the meeting)
- D. Ground Lease Agreement – (to be distributed at the meeting)
- E. In Memoriam:
Sharon Eller
Lynn Voll
- F. Non-Motorized Vehicles

SECTION III

- A. Support Staff Report

Attachments

SECTION I

- 1. Preliminary Assessment for Creation of a School of Law

SECTION IV

- 1. Grants – Information Only

MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES

DECEMBER 8, 2005

The Indiana State University Board of Trustees met in special session at 2:00 p.m. on Thursday, December 8, 2005 in the State Room, Tiley Hall.

Trustees present: Mr. Alley, Mr. Bonds, Mr. LaPlante, Mr. Scharton, Mr. Shagley, and Mr. Thyen. Trustees absent: Mr. Carpenter, Mrs. House and Mr. Smith.

President Benjamin, Vice President Bouse, Floyd, Maynard, Ramey, and Schafer were present. Also attending were Ms. Melony Sacopulos, General University Counsel, Dr. Steve Lamb, Chairperson, University Faculty Senate, Ms. Kelly Hall Chairperson, Support Staff Council, and Mr. Hobart Scales, President, Student Government Association.

There being a quorum present, Mr. Alley called the meeting to order at 2:05 p.m.

SECTION I

A. APPROVAL OF THE MINUTES AND CERTIFICATION OF EXECUTIVE SESSION (Mr. Alley)

On a motion by Mr. Thyen, seconded by Mr. Bonds, the November 4, 2005 Minutes and the Executive Session Certification were approved as presented.

B. DATE OF NEXT MEETING (Mr. Alley)

The next meeting of the Board will be a one day meeting on Thursday, January 12, 2006.

Winter Commencement will be held on Saturday, December 17, 2005.

C. REPORT OF THE BOARD PRESIDENT (Mr. Alley)

Mr. Alley reported that on November 29 he met with the ISU Foundation Finance Committee and the capital campaign was discussed. A preliminary report of the feasibility study was presented. He is excited about the project and feels it is well aligned with the goal of trying to achieve a diversification of ISU's funding sources.

Mr. Alley congratulated the women's and men's basketball teams on a great start to their seasons. To have a win against Indiana University in front of a packed

Hulman Center was a great accomplishment for the men's team. He also congratulated Jennifer Migin on her accomplishments on the tennis team and the three members of the football team named to the 2005 All-Gateway Squad.

Mr. Alley noted Dr. Benjamin was being considered for a position at another University. There is no better compliment than to have one of our own to be considered prepared enough to be considered elsewhere. The Board is pleased by Dr. Benjamin's achievements but the Board will not let him go without due process to keep him at ISU. Such things happen in business and in the academic setting, and the Board of Trustees will deal with such issues as they may arise.

D. REPORT OF THE UNIVERSITY PRESIDENT (Dr. Benjamin)

Dr. Benjamin thanked Mr. Alley for his kind words regarding Dr. Benjamin's nomination for a position at another university.

President Benjamin also congratulated the women's and men's basketball teams.

Copies of the President's Annual Report were distributed and Dr. Benjamin acknowledged the efforts of all those involved in the project.

David Langley, Director of the Center for Teaching and Learning, is leaving ISU for a similar position at the University of Minnesota.

At the November board meeting Bob Schafer was recognized for his 45 years of service to the University. His picture will be placed in the lobby area of the State Room. This is an appropriate location because of his involvement with the Trustees and his work in the renovation of the State Room.

Barbara Asay is retiring on December 31. Dr. Benjamin expressed his gratitude for the many services she has performed. Her background is in English, and she has done much of the writing for him.

Recognitions

Insurance and risk management sophomore Dustin Lawrence has been recognized by Northwestern Mutual Financial Network as a top performer from among the more than 1,000 college interns participating in that company's 2005 program. The Northwestern Mutual internship is rated as one of the nation's top 10 internships. Former interns all have successful careers in the financial services industry. Dustin's picture was featured in the Northwestern ad in the December 5, 2005 issue of TIME Magazine.

Recent alumna Michelle Cronk ('02) has been honored with one of the Indiana Business Education Association's Emerging Professionals Awards. Cronk credits ISU and Professors Mary Ellen Adams and William Wilhelm as providing the "support and encouragement" she needed to succeed.

Marilyn Bisch, Campus Coordinator of National Scholarships and Lecturer in Latin, Linguistics, Humanities, and Honors, has been named 2005 Post-Secondary Teacher of the Year by the Indiana Classical Conference, the statewide organization for teachers, scholars and laypersons interested in the study of classical Greek and Roman languages and cultures.

ISU nominated Candles Museum Director Eva Kor and she received the Indiana Salute to Women Torchbearer Award.

New Initiatives

A distinctive programs initiative has begun and over 16 proposals for programs of promise have been submitted by departments. Proposals for programs of national and regional distinction are currently being submitted.

The Promising Scholars Program was also initiated. Over 25 faculty have submitted proposals. The first set of scholars should be named later this year.

The process of prioritizing programs and services in the academic programs area is underway with a task force working with the Provost to implement this important initiative. Vice Presidents Ramey and Floyd are working in the non-academic areas to implement a parallel process.

The decision to become a laptop campus beginning with the fall 2007 freshman class was made, and faculty, staff and students are aggressively working to address all of the details related to fully implementing this important initiative.

The enrollment task force has brought the campus together to address this critical initiative. Their work has resulted in new scholarship programs, new plans to better coordinate the work of many volunteers who assist in the recruitment process, and a renewed commitment to improving ways to support the success of first year students.

The students have embraced a funding plan to construct a recreational sports facility that will transform the climate and culture of campus life at ISU, and this is being done without the reliance on resources from the State.

The University is poised to begin construction on the renovation of University Hall for the College of Education, and the Michael Simmons facility and Stalker Hall renovation has been recently completed.

There is excitement as the University embarks on developing a new master plan for the campus as viability of a comprehensive campaign is assessed.

The administration and the Board conducted many discussions concerning the changing climate of higher education across the country, and within our own State of Indiana. It is clear that institutions of higher learning must learn to embrace change and develop an entrepreneurial spirit to plan for the future and seize opportunity where it is present.

On several occasions this Board has encouraged and challenged the ISU administration and the campus, in general, to think creatively and aggressively about ways to advance ISU and this includes exploring new program opportunities appropriate to ISU's mission and vision. During recent months, the campus has initiated serious conversations regarding several new programs that are innovative and will leverage the University in a positive manner.

The laptop initiative is one of these. There is a renewed commitment to develop an enhanced Honors Program and perhaps an Honor's College. Our Colleges of Business and Technology have been aggressively talking about new initiatives in the area of Motor-Sports Education and Operations.

At the same time, I have challenged my cabinet to also think aggressively about new directions. Many ideas have been generated and one of these ideas has caught our imagination and generated considerable interest and conversation. That idea is the creation of a third public law school to be located here at Indiana State University. With the assistance of the professionals at the Barnes and Thornburg Law Firm, a very preliminary feasibility assessment of creating a School of Law on the ISU campus was conducted. Preliminary assessment has identified a lot of merit in the concept and at the same time questions have also been identified. Preliminary work suggests there is great unmet demand for a legal education within the State, and the prospect of growth in this area is exciting. It would be transformative to add another high quality, high profile professional unit that fits within the historical mission of the campus and also fits with the strategic vision for the campus.

With the Board's support, the administration will move forward immediately to complete a formal assessment of the merits of creating a new law school on the campus. Valuable input of faculty, staff, practitioners, and members of the professional law education community will be sought in completing this assessment. It is important to complete this study as soon as possible, but equally

important that this work must be thorough and address all of the questions related to such an important decision. It is hoped that a recommendation could be brought to the Board by June 2006.

Mr. Shagley indicated he was aware there are students in Indiana where such needs are not being met. He looks at the field of law as a service not a business. There are law firms that need good Indiana lawyers here. A law program would strengthen some of the programs already at ISU, such as political science, insurance/risk management, and business. He felt it would be a good fit with what we are trying to do to increase enrollment. He recommended that the administration continue to look at this initiative not only for the students but for the people of Indiana.

Dr. Benjamin pointed out such an initiative is not to adversely impact other programs. A copy of the preliminary assessment plan is presented in Attachment 1.

Mr. Alley congratulated the staff and administration on this study. It addresses some of the priorities the Board has mentioned and could create and enhance some other pre-eminent programs. Mr. Alley said the Board supports moving ahead to explore the possibility and hoped to have a report back to the Board no later than June.

E. UNDERGRADUATE APPLICATION FOR ADMISSIONS: SPECIAL POPULATIONS WAIVER (Mr. Floyd)

The 21st Century Scholar program, established by the Indiana Legislature in the early 1990's, enables qualifying low income students in Indiana to attend the college of their choice. Approximately 10,000 new 21st Century scholars are eligible each year for a full tuition grant from SSACI to attend any school in the state of Indiana. Even with the tuition support, many of these scholars face considerable challenges that prevent them from entering college. The application fee for admission is one of those challenges. In researching other four-year institutions in Indiana, we have found that waiver of the fee is a prevalent practice. If Indiana State University were to waive the application fee, it might encourage more applications from this population and contribute to an increase in the number of 21st Century Scholars attending college statewide.

Recommendation: Approval of the waiver of application for admission fee for 21st Century Scholar applicants effective with the fall 2006 semester.

On a motion by Mr. Bonds, seconded by Mr. Thyen, the recommendation was approved.

F. AMENDMENT TO ROOM AND BOARD RATE PROPOSAL, 2004-05
(Dr. Ramey)

A recent audit found that there was a proof-reading error on the February, 2004 room and board rate proposal approved by the Indiana State University Board of Trustees at their February 27, 2004 meeting. The text accompanying the exhibit correctly identified the single room rate as going from \$780 to \$850 per year. However, the exhibit referred to in the board item did not reflect the change on two of the three credit hour pricing tiers.

The auditors have requested that the board amend the original item to correctly reflect the rate charged for 2004-05 for single rooms as submitted in Exhibit A.

Recommendation: Approval to amend the minutes of the February 27, 2004 meeting to correctly reflect the 2004-05 single room rates as shown in Exhibit A.

On a motion by Mr. Mr. LaPlante, seconded by Mr. Shagley, the recommendation was approved.

G. UNIVERSITY HEALTH BENEFITS PLAN RENEWAL, 2006
(Mr. Floyd/Mr. Schafer)

The University's self-insured medical benefits plan is administered by Principal (formerly J.F. Molloy & Associates). The contract includes provider discounts with the Sagamore Plus Network (Indiana) and PHCS Healthy Directions network (out-of-state). For 2006, additional discounts have been negotiated with the two local Terre Haute hospitals.

Anthem will continue to administer the prescription drug card program for employees and retirees as established by Public Law 50-2004 during 2005. An additional tier of coverage is proposed that will allow employees/retirees to purchase non-covered prescriptions at 100% co-pay (ISU will not pay toward these purchases). This allows employees/retirees to receive the drug card discount on the purchase of non-covered prescriptions.

Through an RFP process, it is proposed that KMG Kanawha underwrite the University's stop loss excess coverage for 2006 with the successful bid for the \$225,000 specific stop loss deductible coverage for employees' medical claims.

For 2006, Medicare has introduced the prescription drug coverage, Part D. Indiana State University has elected to continue the current University retiree health coverage for 2006 and apply for the Medicare subsidy for 2006 retiree prescription drug charges. Retiree coverage and the costs associated with such coverage will continue to be monitored for the future.

Delta Dental continues to administer the dental benefits for University employees and retirees with no change in coverage for 2006 and a 2.8 percent increase in administrative fees.

A flexible spending account administered by Principal for medical and dependent care expenses is being proposed for 2006. A maximum amount that can be deferred for medical expenses is \$3,000 per year and \$5,000 per year for dependent care expenses.

It is proposed that the HIPAA exemption for pre-existing conditions be removed effective January 1, 2006, after which date only those employees or dependents who were uninsured prior to coming to the ISU plan will be subject to the pre-existing condition clause.

Administrative Fees

The administrative fees for Principal are listed below and represent an increase of 6.1 percent. Delta Dental is requesting a 2.8 percent increase over the monthly per capita administrative charges of 2005. The stop loss excess coverage fees for 2006 by KMG Kanawha are 13.54 percent lower than the requested renewal fees proposed by the University's current carrier for 2005.

Monthly administrative fees per membership unit proposed for the 2006 policy year are as follows:

	<u>Actual 2005 Plan Year</u>	<u>Proposed 2006 Plan Year</u>
Principal*	\$11.28	\$12.94
First Step Managed Care	2.87	1.37
Sagamore Network Access	2.25	3.95
PPO Re-pricing	<u>.81</u>	<u>Included in above fees</u>
Total Principal:	\$17.21	\$18.26
Specific Stop Loss	\$ 9.38	\$10.65
Delta Dental*	\$ 2.83	\$ 2.91

*These administrative fees are paid on all active employees and retirees. Other fees are not paid on retirees with Medicare.

Contribution Rate:

Forecasts of average trend factors for medical costs for 2006 continue to be at least 12 percent higher than costs for 2005. However, claims at ISU have been an average of 2.5 percent higher through October 31, 2005, than the same time period of 2004. Therefore, considering the favorable claims data during 2005, the forecast of double digit inflation, the above plan changes and potential increased hospital discounts, a seven (7) percent increase in contribution rates for employees, retirees and University share is proposed by the University's benefits consultant. The 2006 rates are shown in Exhibit B.

The above plan amendments and contribution rates have been discussed and have received support by faculty and staff constituent groups.

Recommendation: Approval of the continuation of the University Health Plan as outlined above, effective January 1, 2006, with contribution rates in Exhibit B.

On a motion by Mr. Bonds seconded by Mr. Shagley, the recommendation was approved.

H. MEMORANDUM OF UNDERSTANDING CHERRY STREET PARKING FACILITY/GROUND LEASE AGREEMENT (Ms. Sacopulos)

Indiana State University has been working with the City of Terre Haute since 2000 to secure Federal funding to construct a multi-modal transportation facility on the northeast corner of Seventh and Cherry Streets. The funding is now secure and the University has been working with the City on a ground lease for the subject real estate and a memorandum of understanding that sets forth an administrative path as the project progresses. Copies of the agreements are presented in Exhibits C and D.

Recommendation: Approval of the ground lease agreement and the memorandum of understanding between Indiana State University and the City of Terre Haute as presented in Exhibits C and D.

On a motion by Mr. Thyen, seconded by Mr. LaPlante, the recommendation was approved.

I. MINIMUM GIFT REQUIRED TO ENDOW PRESIDENTIAL SCHOLARSHIPS. (Dr. Bouse)

The current policy of Indiana State University titled "Guidelines to Create an Endowment" stipulates that a minimum gift of \$160,000 is required to endow a

President's Scholarship Fund. This policy was last approved by the Indiana State University Board of Trustees on March 17, 2000.

A President's Scholarship provides qualified recipients full tuition, room and board, a stipend for books and supplies, and a personal laptop computer. As the cost to attend Indiana State University increases, it is essential that these endowments generate sufficient funding necessary to attract and retain students of the highest caliber. An endowment of \$160,000 is no longer sufficient in generating the funding necessary to provide full benefits to our President's Scholars.

Recommendation: Approval to modify the minimum endowment required to fund a President's Scholarship Fund to \$225,000.

On a motion by Mr. Shagley, seconded by Mr. Bonds, the recommendation was approved.

J IN MEMORIAM (Mr. Schafer)

Memorial resolutions for the following individuals are presented in Exhibit E .

Sharon L. Eller, Administrative Assistant III, (retired), Student Health Center, died on November 6, 2005.

Lynn Ann Voll, Office Assistant III, Career Center, died on November 11, 2005.

Recommendation: Acceptance of the resolutions and acknowledgement of years of service to the University.

On a motion by Mr. Bonds, seconded by Mr. LaPlante, the recommendation was approved.

K. NON-MOTORIZED VEHICLES POLICY (Dr. Ramey)

Recommendation: Approval of the Non-Motorized Vehicles Policy as presented in Exhibit F.

On a motion by Mr. Thyen, seconded by Mr. Scharon, the recommendation was approved.

INDIANA STATE UNIVERSITY
 Residence Hall Rate Proposal for 2004-05
 Effective August 17, 2004

	<u>87 more</u> <u>2002-03</u>	<u>56-86</u> <u>2003-04</u>	<u>Less 56</u> <u>2004-05</u>
<u>All Halls Except Lincoln Quad.</u>			
<u>Hines/Jones Hall & Pickerl Hall</u>			
Room and Standard Board Plan	4,998.00	5,297.20	5,615.10
 <u>Lincoln Quad.</u>			
Room and Standard Board Plan	5,117.00	5,416.20	5,734.10
 <u>Hines/Jones Hall</u>			
Room and Standard Board Plan	5,253.00	5,552.20	5,870.10
 <u>Pickerl Hall</u>			
Room and Standard Board Plan	5,848.00	6,147.20	
 <u>Optional Accommodations</u>			
Commons Advantage	357.00	357.00	357.00
Combo Advantage	228.82	228.82	228.82
Credit Advantage	156.06	156.06	156.06
Single Room	850.00	850.00	850.00
2-Student in 21 Room (Blumberg)	326.40	326.40	326.40
L.Q. - D Room (Single Occupancy)	850.00	850.00	850.00

Proposed 2006 Health Coverage Rates

Three Tier Rate Structure With 7 Percent Increase

Employees With a Base Salary Below \$23,499

	<u>Employee Monthly Share</u>	<u>Employee Monthly Increase</u>	<u>Employee Bi-weekly Share</u>	<u>Employee Bi-weekly Increase</u>
Employee	\$90.00	\$6.00	\$45.00	\$3.00
Employee/Child(ren)	\$163.00	\$11.00	\$81.50	\$5.50
Employee/Spouse	\$205.00	\$14.00	\$102.50	\$7.00
Employee/Dependents	\$225.00	\$15.00	\$112.50	\$7.50

Employees With A Base Salary of \$23,500 to \$67,999

	<u>Employee Monthly Share</u>	<u>Employee Monthly Increase</u>	<u>Employee Bi-weekly Share</u>	<u>Employee Bi-weekly Increase</u>
Employee	\$111.00	\$8.00	\$55.50	\$4.00
Employee/Child(ren)	\$207.00	\$14.00	\$103.50	\$7.00
Employee/Spouse	\$264.00	\$18.00	\$132.00	\$9.00
Employee/Dependents	\$289.00	\$19.00	\$144.50	\$9.50

Employees With A Base Salary of \$68,000 and Above

	<u>Employee Monthly Share</u>	<u>Employee Monthly Increase</u>	<u>Employee Bi-weekly Share</u>	<u>Employee Bi-weekly Increase</u>
Employee	\$137.00	\$9.00	\$68.50	\$4.50
Employee/Child(ren)	\$240.00	\$16.00	\$120.00	\$8.00
Employee/Spouse	\$299.00	\$20.00	\$149.50	\$10.00
Employee/Dependents	\$326.00	\$22.00	\$163.00	\$11.00

Medicare

	<u>Retiree Monthly Share</u>	<u>Retiree Monthly Increase</u>	<u>Employee Bi-weekly Share</u>	<u>Employee Bi-weekly Increase</u>
Medicare	\$42.00	\$3.00	n/a	n/a

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into as of the 5 day of December, 2005, by and between the Board of Public Works for the City of Terre Haute, Indiana, a municipal corporation and a political subdivision of the State of Indiana ("City"); and Indiana State University, an Institution of Higher Education and a political subdivision of the State of Indiana ("ISU").

WHEREAS, the City and ISU desire to enter into this Memorandum of Understanding for the purpose of undertaking the development of a Multi-modal Transportation Facility ("Transportation Facility") to accommodate parking at ISU and other Terre Haute downtown businesses, to house the City Bus Transfer Station, and to work together to help revitalize and develop the downtown area of the City; and

WHEREAS, to assist in such revitalization, improvement, and development of downtown areas, adequate facilities are needed to accommodate downtown transportation needs.

WHEREAS, ISU has agreed to permit the use of ISU owned property, now used as a parking lot on Cherry Street, between 7th and 8th Street in Terre Haute, Indiana ("ISU Property") for the construction of such transportation Facility; and

WHEREAS, ISU and the City have undertaken initial engineering design and planning for the Transportation Facility project on the ISU Property, described more fully herein, and have agreed to the basic ground level floor plan and footprint of the Transportation Facility, and in furtherance of the project, have executed agreements related to such desiring and planning activities, and now desire to construct and operate the Transportation Facility on the ISU Property; and

WHEREAS, the City has filed an Application for Federal Assistance with the U.S. Department of Transportation, Federal Transit Administration, and the City and ISU has agreed to enter into this Agreement relative to the ISU Property for the Transportation Facility to obligate the funds from the U.S. Department of Transportation

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, the parties hereby agree to enter into the following Agreement:

I. Administration of this Agreement. All decisions and action required by this Agreement shall be administered through a Joint Board created hereunder and be composed of the following representatives: Cliff Lambert, Director of the Department of Redevelopment for the City; Gregory Goode, Executive Assistant to the President for External Affairs, for ISU; and David Walker, City's Construction Manager of the Transportation Facility. The City and ISU will act through its respective representatives in regard to construction, management and operation of this Transportation Facility.

II. Nature of Facility. ISU grants, by the Ground Lease, to the City the express authority to construct the Transportation Facility upon the ISU Property in accordance with the site plan attached hereto and marked as Exhibit "B" and the elevation attached hereto and marked as Exhibit "C", and in accordance with the plans and specifications developed through the Joint Board

III. Ground Lease Agreement: ISU shall lease to the City certain real estate known as the ISU Property, the southeastern corner of which lies at the corner of Eighth and Cherry Streets in Terre Haute, Vigo County, Indiana (legal description is attached hereto as Exhibit "A"). The Original Term of the Ground Lease Agreement (the "Ground Lease") shall begin on the rental commencement date and shall be for a period of 40 years, commencing January 1, 2006 and ending at Midnight, December 31, 2045.

IV. Construction of Multi-modal Transportation Facility (Transportation Facility): Following the commencement date of the Ground Lease, the City shall, in a timely fashion, proceed with the construction of the Transportation Facility upon the ISU Property with all such activities to be at the City's expense. .

V. Parking Agreement: The City and ISU shall enter into a Parking Agreement that will address the interaction of the parking operation in the Transportation Facility with the bus transfer operation in the Transportation Facility and any other operation taking place in the Transportation Facility so that the health, safety, and welfare of all users of the Transportation Facility is ensured.

VI. Construction Management. Subject to the terms of this Agreement, the City shall enter into a Construction Management Agreement with ISU. As construction manager, the City is hereby given express authority by ISU to negotiate and execute contracts with all parties necessary to plan and construct the Transportation Facility, including, but not limited to architects and contractors, subject to the terms of this Agreement.

VII. Fiscal Agency. The City and ISU also agree that the City shall function as fiscal agent for the financing for the construction, ongoing management and the operation of the Transportation Facility in accordance with the Construction Management Agreement and Fiscal Agency Agreement. As soon as reasonably possible, after October 1st of each year, the City, as Fiscal Agent, shall provide a report to ISU disclosing the deposits made to the respective accounts established related to the Transportation Facility as well as expenditures related thereto.

VIII. Possession of the Real Estate: City shall notify ISU in writing four (4) months before construction activities on the ISU Property. This will render the site unusable as a parking lot by ISU. City shall have the right to enter into the site to take samples, take measurement and to perform any other work related to construction of the Facility, so long as such work does not substantially interfere with the normal operation and use by ISU. The City shall notify ISU through its Associate Vice-President for Facilities Management, Kevin Runion, or his successor, before such entrance onto the ISU Property. The City shall operate and maintain the Transportation Facility in accordance with the highest standards.

Copies to: Melony Sacopulos and Gregg S. Floyd
 Office of Legal Affairs Vice-President of Business Affairs
 Indiana State University Indiana State University
 Condit House, Room 201 Rankin Hall Room 200
 Terre Haute, IN 47809 Terre Haute, IN 47809

XIII. Counterparts: This Agreement may be executed in several counterparts, each of which shall be signed by each of the parties and shall constitute a duplicate and original.

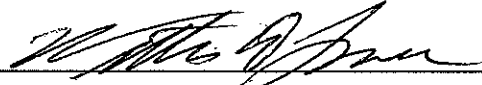
Agreed and Executed this 5th day of December, 2005.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the date first written above.

For INDIANA STATE UNIVERSITY ("ISU")

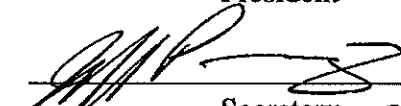
For the BOARD OF PUBLIC WORKS for the City of Terre Haute ("City")

By: _____



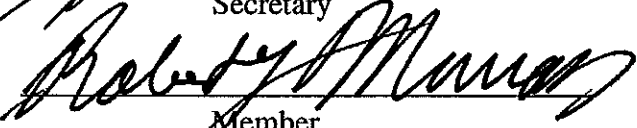
 President

Printed: _____



 Secretary

Title: _____



 Member

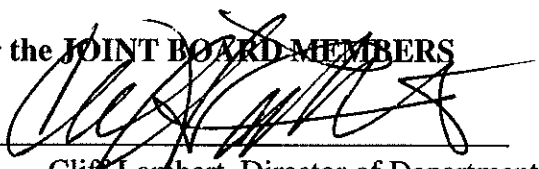
Dated: _____

 Member

 Member

Dated: _____

For the JOINT BOARD MEMBERS

By: 

 Cliff Lambert, Director of Department of Redevelopment, for the City

Dated: 12-6-05

By: _____
 Gregory Goode, Executive Assistant to the President for External Affairs, for ISU

Dated: _____

By: David Walker
David Walker, Construction Manager

Dated: December 6, 2015

Legal Description

Part of Harrison Township, Terre Haute, Vigo County, Indiana. Section 22, Township 12 North, Range 9 West. Roses Addition lots 98-100, and lots 118-121, and vacated alley.

EXHIBIT A

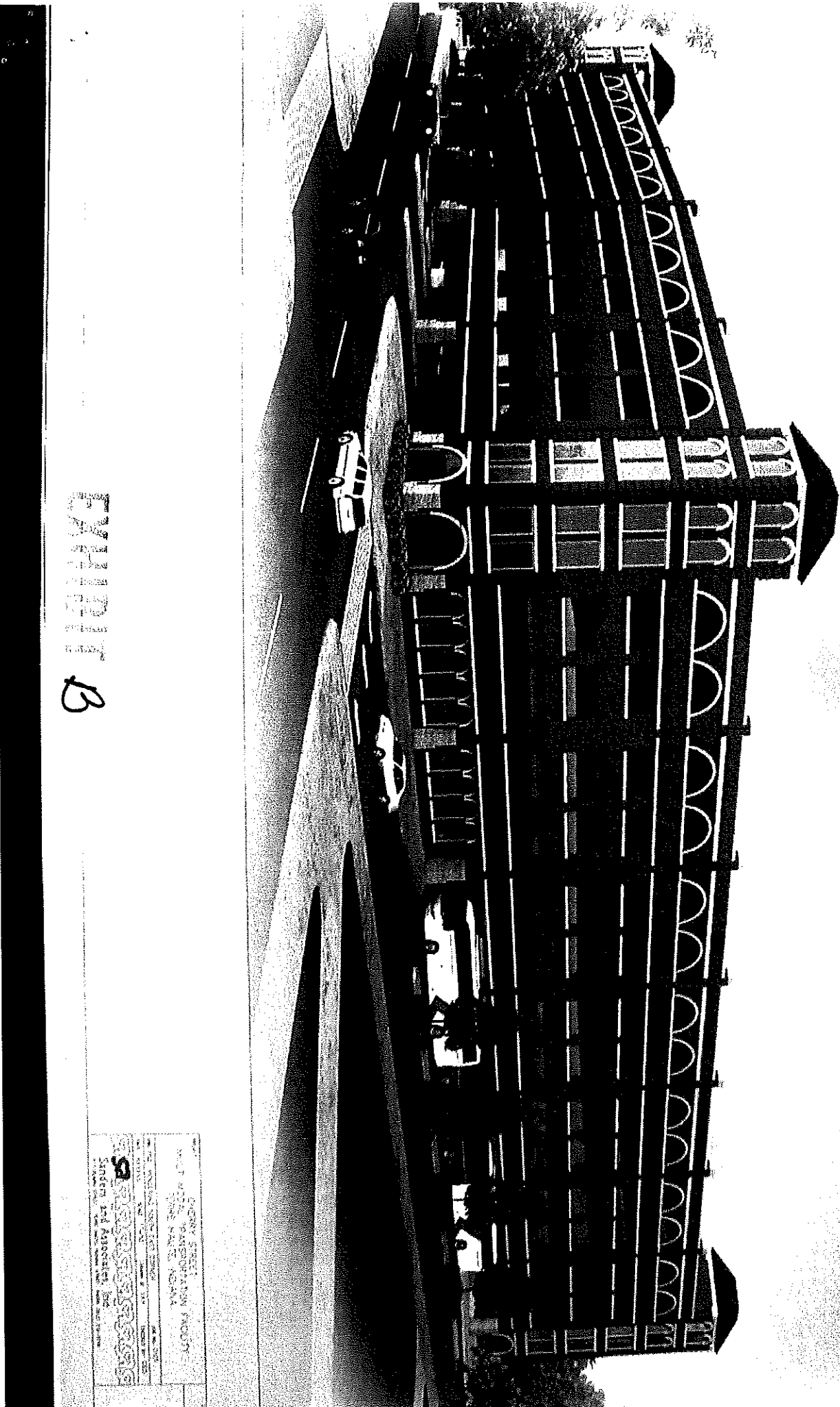
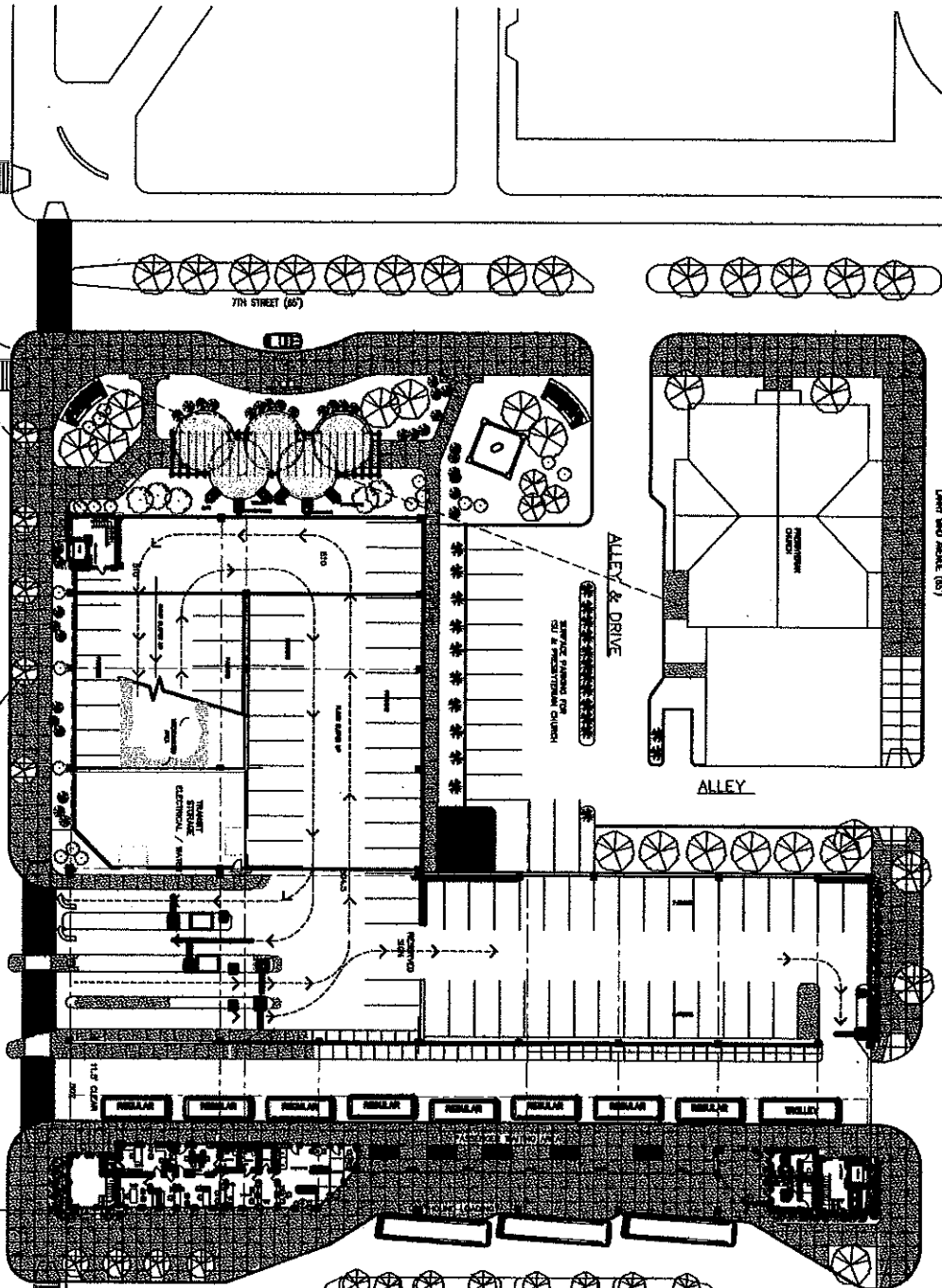


EXHIBIT B

ENGINEER	ENGINEER
DATE	DATE
PROJECT	PROJECT
CLIENT	CLIENT
SCALE	SCALE
BY	BY
CHECKED	CHECKED
APPROVED	APPROVED
STAMP	STAMP

EXHIBIT

**SCHEME 7 C
GROUND LEVEL FLOOR PLAN**



RIEHL
 Project Completion
 Architect
 1000 N. 10th St.
 Terre Haute, IN 47783
 Phone: 812/231-1111
 Fax: 812/231-1112
 Website: www.riehl.com

**CHERRY STREET
 MULTI-MODAL TRANSPORTATION FACILITY
 TERRE HAUTE, INDIANA**

TOWN-SITE-C

GROUND LEASE AGREEMENT

This Agreement (hereinafter "Lease") entered into as of the 1st day of January, 2006, by and between Indiana State University ("ISU"), an Institution of Higher Education organized and operating in accordance with the laws of the State of Indiana (the "Landlord"), and the City of Terre Haute (the "City"), a municipal corporation organized and operating in accordance with the laws of the State of Indiana (the "Tenant"), to wit:

RECITALS

WHEREAS, both ISU and the City have been working to revitalize, improve, and develop the downtown area of the City;

WHEREAS, to assist in such revitalization, improvement, and development, adequate facilities are needed to accommodate downtown parking and transportation needs;

WHEREAS, it is the desire of ISU to work in partnership with the City and, in that spirit, is willing to allow use of ISU's real estate to enhance parking and transportation facilities in the downtown of Terre Haute, but ISU also needs to maintain its current parking capacity available to ISU on both the Northeast and the Southwest corners of Seventh and Cherry Streets;

WHEREAS, ISU and the City have been proactive in asserting and advocating the need for a Multi-Modal Transportation Facility in downtown Terre Haute, and the Indiana Congressional Delegation has been very helpful in assisting ISU and the City in obtaining available resources to satisfy the parking and transportation needs of downtown Terre Haute;

WHEREAS, ISU and the City have undertaken initial engineering design and planning activities for a Multi-Modal Transportation Facility, and in furtherance of the project have heretofore executed agreements related to such design and planning activities; and

WHEREAS, it is now the desire of ISU and the City to construct and operate a Multi-Modal Transportation Facility (the "Transportation Facility") on the Northeast corner of Seventh and Cherry Streets in Terre Haute (the "Site").

NOW, THEREFORE, in consideration for the mutual promises and other consideration stated herein, ISU and the City hereby agree as follows:

OPERATIVE PROVISIONS

Article I The Leased Premises

Section 1.01. Description of the Leased Premises. The premises leased hereunder shall be and consist of certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference, and all rights, privileges, easements and other interests appurtenant to such real property (collectively called the "Leased Premises"). Tenant shall have the right to and shall construct upon the Leased Premises a building that shall be used as a Multi-Modal Transportation Facility (the "Transportation Facility"). The Transportation Facility shall be and remain the property of Tenant until the expiration or earlier termination of this Lease, upon which event all buildings, structures, fixtures and improvements placed on the Leased Premises shall become the property of Landlord. Tenant hereby accepts the Leased Premises in the condition existing as of the date of the execution of this Agreement, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Leased Premises and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits and schedules attached hereto. The Tenant acknowledges that Landlord has not made any representation or warranty as to the suitability of the Leased Premises for the construction of the Transportation Facility.

Section 1.02. Exceptions to Tenant's Interests. As of the date of this Lease the interests of Tenant in the Leased Premises are subject to the following:

- (a) All matters affecting the Leased Premises that would be disclosed by an accurate survey and physical inspection thereof;
- (b) All easements, highways, liens, rights-of-way, covenants, conditions, restrictions and other limitations, apparent or of record;
- (c) Zoning laws, ordinances, rules and regulations and other statutes, ordinances, laws, rules, regulations, and orders of any and all boards, bureaus, commissions, and bodies of any municipal, county, state or federal government or agency thereof now having or hereafter acquiring jurisdiction of the Leased Premises or the use of improvement thereof; and
- d) The condition and state of repair of the Leased Premises as the same may be as of the date of this Lease.

Tenant hereby accepts the Leased Premises subject to the foregoing and subject to the terms, conditions and covenants hereinafter set forth. Landlord hereby warrants as of the date of this Lease that the Leased Premises are free and clear of all claims, demands, easements, encumbrances, rights and interests of all Persons other than as set forth above.

Article II Term

Section 2.01. The Original Term and Preliminary Term. The term of this Lease shall be for a period of forty (40) years, commencing on the date first above written (the "Commencement Date"), shall continue to and include the last day of the month in the four hundred and eightieth (480th) month thereafter, unless sooner terminated as provided in this Lease (hereinafter called the "Original Term").

Section 2.02. The Extended Terms. If the parties shall mutually agree in writing prior to the expiration of the Original Term, the term of this Lease shall be extended for two (2) additional periods of forty (40) years (the "Extended Terms"), subject to the same terms, covenants and conditions as provided in this Lease as the same are applicable to a Lease with a forty (40) year term.

Section 2.03. The Demised Term. The Original Term, together with the Extended Term, if the option therefore is exercised, are collectively referred to herein as the "Term."

Article III Construction of Multi-Modal Transportation Facility

Section 3.01. Construction of Multi-Modal Transportation Facility. Following the Commencement Date of this Lease, Tenant shall, in a timely fashion, proceed with the construction of the new building for the Transportation Facility with all such activities to be at Tenant's expense. Contracting and approvals shall be in accordance with the Memorandum of Understanding executed as of this same date between the parties.

Section 3.02. Compliance with Laws, Insurance Policies. Tenant shall perform Tenant's work, and the same shall be constructed and completed, in substantial compliance with all requirements of law and all ordinances, regulations, rules or orders of any public agency or authority relating thereto. Tenant shall obtain, at its sole cost and expense, all permits, releases, licenses and approvals necessary for performance of Tenant's work prior to commencement thereof, and Landlord agrees to cooperate with Tenant in obtaining the same. Tenant shall indemnify and hold Landlord, and the employees, agents and Trustees of Landlord, harmless against all costs, expenses, liability, claims, actions and causes of action, including attorneys fees, that might result from construction and operation of the Transportation Facility during the Term of this Agreement. Prior to commencement of Tenant's work, Tenant shall provide evidence of insurance coverages, in the form of certificates of new policies or endorsements to existing policies, showing Tenant to be insured during the period of construction, under policies providing the coverages required under Section XI herein below, and naming Landlord as an additional insured, as appropriate. Tenant shall comply with all requirements and conditions of such policies to ensure continuation of the same throughout the course of Tenant's work. To the

extent of Tenant's indemnification of Landlord, Landlord shall tender its defense in any such matters or action to Tenants.

Section 3.03. Site Work. Tenant shall have the right to enter the Leased Premises to take samples, make measurements, and perform any other work requiring preoccupation for construction of the Transportation Facility, so long as such work does not substantially interfere with the normal operation and use by Landlord of the Leased Premises. Tenant shall notify Landlord through its Associate Vice President for Facilities Management, Kevin Runion, or his successor, before such entrance onto the Leased Premises. Further, Tenant shall notify Landlord in writing four (4) months before construction activities on the Leased Premises will render the Leased Premises unusable as a parking lot by Landlord.

Article IV Use

Section 4.01. Use by Tenant. The Leased Premises and all buildings and improvements located upon the Leased Premises shall be used to house a Multi-Modal Transportation Facility, as that term is defined in the regulations governing funding for construction of the Transportation Facility. The Leased Premises shall not be used for any other purpose without Landlord's prior consent, which consent may be withheld by Landlord in its sole and exclusive judgment for any reason or for no reason at all, except as stated herein. Tenant has express authority to construct the Transportation Facility upon the Leased Premises in accordance with the plans attached hereto as Exhibit "B." Tenant shall have the right to use the Leased Premises for activities or events on a short term basis that are consistent with the purposes of ISU.

Section 4.02. Compliance with Laws, Insurance Policies, Etc. Throughout the term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments, departments, commissions, boards and offices, and all orders, rules and regulations of all regulatory or building safety bodies of competent jurisdiction that may be applicable to the Transportation Facility, or to the use or manner of use of the Transportation Facility, or to the owners, tenants or occupants thereof; provided, that Tenant shall be entitled to contest in good faith by appropriate proceedings any such legal requirements unless and until such contest shall subject Landlord to any penalty or sanction, and until such time as a final determination is made with respect to such legal requirements or until Landlord is subjected to a penalty or sanction for Tenant's non-compliance, Tenant shall not be deemed to be in default under this Section 4.02. Tenant shall likewise observe and comply with the requirements of all policies of insurance required to be supplied by Tenant under this Lease so as to prevent loss or denial of coverage and present cancellation thereof.

Section 4.03. Covenant Against Waste. Tenant shall not do or suffer any waste to the Leased Premises or the Transportation Facility or any part thereof or any property adjacent thereto, or allow the Leased Premises or the Transportation Facility to be used in violation of any certificate of occupancy covering or affecting the use of the Leased Premises or the Transportation Facility or any part thereof, or in a manner that may, in law, constitute a nuisance, public or private. Tenant shall not permit use of any portion of the Leased Premises or the Transportation Facility by the public in such manner as shall create prescriptive rights in, or an implied dedication to, the public or any third person. Landlord shall not do or suffer any waste to the Leased Premises, any portion thereof or any property adjacent thereto, or allow the Leased Premises to be used in violation of any certificate of occupancy covering or affecting the use of all or any part thereof, or in a manner that may, in law, constitute a nuisance, public or private.

Section 4.04. Hazardous Waste. Tenant shall not cause or permit the release of any hazardous substances, wastes or materials on or about the Leased Premises and Tenant shall be solely responsible for and shall promptly pay the cost of removing all such hazardous substances, wastes and materials from the Leased Premises, which removal shall be in accordance with all applicable governmental requirements. Hazardous substances, wastes or materials shall include those that are defined in the Comprehensive Environmental Response, Compensation and Liability act of 1980, as amended, 42 USC Section 9601 et seq; the Toxic Substances Control Act, as amended, 15 USC Section 2601 et seq; and medical, special or infectious wastes shall include those that are defined pursuant to the medical waste regulations that have been promulgated by the Federal Government or the State in which the Leased Premises are located, and as further set forth in any state or local laws or ordinances, and their correspondent regulations. Tenant shall comply with all federal, state and local laws, regulations and ordinances that govern the use, storage, handling and disposal of hazardous substances, wastes or materials. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this Section 4.04, which terms shall survive the expiration or earlier termination of this Lease.

Article V Base Rent

Section 5.01. Base Rent. In consideration for the lease of the Leased Premises while this Lease is in force and effect, Landlord shall have available to its officers, employees, agents, students, and invitees, at all times the Transportation Facility is open, on an annual basis and at discount to market rate, the exclusive use of one-half (1/2) of the parking spaces in the Transportation Facility (the "Exclusive Spaces"). The location of the Exclusive Spaces shall be selected by agreement of Landlord and Tenant prior to completion of the Transportation Facility and the Tenant shall designate such spaces by signage, as agreed by the parties. Further, Tenant shall ensure that the entire parking portion of the Transportation Facility is available for use by Landlord during Indiana State University events that begin later than 5:00 p.m. Landlord shall notify Tenant no less than forty-eight (48) hours before any event for which the Transportation

Facility is needed. This use of the Exclusive Spaces and use of the Transportation Facility for after-hours Indiana State University events shall be known as the Base Rent. There shall be no further required payment by Tenant as security for the full and faithful performance by Tenant of all its duties under this Agreement.

Section 5.02. Net Lease. Except as may otherwise be agreed in this Lease, it is the purpose and intent of the parties that the Lease is a net lease and that the fixed, net rent shall be absolutely net to Landlord so that said Lease shall yield, net, to Landlord the net rent specified herein; moreover, all costs, expenses and obligations of every kind or nature to the extent as set forth herein relating to the Leased Premises or any improvements thereon, which may arise or become due during the Original Term or any Extension Term hereunder, shall be paid by Tenant, and that Landlord shall be indemnified by Tenant from and against the same.

Article VI Repairs, Maintenance, Utilities

Section 6.01. Repairs and Maintenance. Throughout the term of this Lease, Tenant, at its sole cost and expense, shall maintain the Leased Premises and the Transportation Facility in good, clean order and condition and shall make all necessary repairs so as to keep the same in an attractive, safe, and functional state-of-the-art building for multi-modal transportation purposes and equivalent to its condition at the time of satisfactory completion of Tenant's work, ordinary wear and tear after the last necessary repair excepted. In no event shall Landlord be required under the terms of this Lease to make any repairs, improvements, additions, replacements, reconstructions, or other changes to the Leased Premises or the Transportation Facility or perform any repairs or maintenance thereon during the Term of this Lease.

Section 6.02. Utilities.

- a. During the Original Term and any Extended Term, Tenant shall be solely responsible for payment of any and all utilities (such as, without limitation, water, sewer, gas, electricity, fuel, light, heat, telephone and power bills) for the Leased Premises. Tenant agrees to pay all charges for security service at the Leased Premises that come due during the Original Term or any Extended Term of the Lease hereunder. Tenant shall further be solely responsible for and promptly pay for all fuel, janitorial, refuse removal, snow removal, and other material and services ordered by Tenant and furnished in connection with the Premises during the Original Term or any Extended Term hereunder. If Tenant does not pay for any of the costs for which Tenant is obligated, Landlord may pay the same and add such sum or sums to the net rent due under the Lease created under this Agreement.
- b. Any costs, permit fees and expenses of extending or modifying any utility not in place on the first date either party hereto executes this Agreement shall be the sole obligation of Tenant. Similarly, any tap-on-fee charged for connection of the

Leased Premises to such a utility (public or private) or another person's lift station or sub-station shall be paid by Tenant. Also, all subsequent maintenance/modification charges in respect to any such utility or system shall be discharged and paid for solely by Tenant.

Article VII Taxes

Section 7.01. Taxes. Tenant agrees to pay, as Additional Rent, all of the real property taxes assessed against the Leased Premises, if any, that come due and payable during the Original Term and the Extension Term (if any), assessments for public improvements, and sewerage charges that either become payable or are assessed with respect to the Leased Premises or any part thereof within the term hereunder; all of which charges are herein called "Impositions." If any such Imposition is payable, or at the option of the Tenant may be paid, in installments (whether or not interest shall accrue on the unpaid balance), Tenant may pay the same in installments as the same respectively become due. Landlord agrees to execute any documents or instruments required to elect an installment payment of an Imposition if so requested by Tenant. Tenant shall also pay all personal property taxes, if any, on Tenant's inventory, business personal property, and furniture, fixtures and/or equipment.

Section 7.02. Proof of Payment by Tenant. Tenant shall furnish to Landlord upon written request official receipts (or copies thereof) of the appropriate authority making any imposition, or other evidence satisfactory to Landlord, evidencing the payment thereof.

Article VIII Entry by Landlord

Section 8.01. Entry by Landlord. Tenant shall permit Landlord and Landlord's authorized representative(s) to enter the Leased Premises at all reasonable times (during hours of operation) for the purposes of (i) inspecting the same, and (ii) making any necessary repairs thereto and performing any work thereon that may be needed by reason of Tenant's failure to make any such repairs or to commence the same within thirty (30) days after notice from Landlord, or without written notice in case of emergency. Nothing herein shall imply any duty upon the part of Landlord to do any such work that is, by other terms of this Lease, the sole obligation of Tenant; and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

**Article IX
Discharge of Liens**

Section 9.01. Discharge of Liens. If because of any act or omission on Tenant's part any lien having priority or preference over or ranking on a parity with the interest of Landlord in the Leased Premises is filed against all or part of the Leased Premises, then, whether or not the lien is valid or enforceable, Tenant shall at Tenant's cost, within thirty (30) days after the filing of the lien, cause the lien to be removed. However, if Tenant within the thirty (30) day period furnishes Landlord with evidence that Tenant has instituted appropriate proceedings to contest such lien, Tenant shall not be required to discharge the lien of record prior to the final determination of the proceedings, provided Tenant diligently prosecutes the proceedings. In the event of discharge of the lien of record, the cash or cash equivalents shall be paid back to Tenant; otherwise, they shall be utilized to discharge the lien.

Nothing in this Lease shall be deemed in any way as constituting the request or consent of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any material(s) or service(s) for any specific improvement, alteration to or repair of the Leased Premises or any part thereof.

**Article X
Tenant's Surrender of Premises**

Section 10.01. Tenant's Surrender of Premises.

- a. Tenant agrees that Tenant shall, upon termination of the Lease hereunder, peaceably surrender and deliver up the Leased Premises to the possession and use of Landlord without delay, broom clean and in good order, condition and repair, except for reasonable wear and tear after the last necessary repair, replacement, restoration or renewal made by Tenant, free and clear of the possession and possessory rights of anyone other than Landlord and/or the mortgagee of Tenant's leasehold interest hereunder and free and clear of all liens and encumbrances (other than those, if any, presently existing or those created or suffered by Landlord), and without any payment or allowance by Landlord on account of any improvement(s) that may be on/at the Leased Premises.
- b. If, as of the date eighteen (18) months prior to the expiration of the Original Term of this Agreement it is determined by agreement of Landlord and Tenant that the Transportation Facility is no longer viable, then Tenant shall demolish the Transportation Facility at its sole expense prior to surrendering possession thereof, and shall be responsible for cleanup of such demolition in accordance with all state and federal laws and regulations and to the reasonable satisfaction of Landlord. If such demolition shall extend beyond the Original Term, then this Agreement shall automatically continue until the date thirty (30) days after

completion of any cleanup, with no rights or obligations of either party remaining thereafter.

- c. Upon the termination of the lease hereunder, Tenant may remove any personal property (but not fixtures, whether initially such or becoming such after installation) that Tenant placed on the Leased Premises so long as in doing so, Tenant repairs (to Landlord's reasonable satisfaction) the Leased Premises and the to-be-constructed building thereon in at least as good a condition as were required, immediately prior to such removal. However, the property to be surrendered by Tenant pursuant to subsection (a) of this section shall include not only the building, all alterations, additions and improvements to the Leased Premises made by Tenant, but also all equipment, fixtures, systems and any items of personal property installed by Tenant (or furnished by Tenant or at Tenant's expense) and used in the operation of a building or other improvements at the Leased Premises as such, as distinguished from operations incident to Tenant's business. In any event, all plumbing, heating, ventilating, air conditioning, lighting, electrical fixtures, equipment and systems shall be deemed to be a part of the real estate and to become the property of Landlord. Thus, trade fixtures (including exterior signs affixed by Tenant to a building), furniture, and business equipment, if furnished by or at the expense of Tenant may be removed by Tenant at or prior to the expiration or sooner termination of the Lease hereunder, but Tenant shall promptly pay or cause to be paid to Landlord the cost of repairing any damage or closing up/patching in holes or cavities arising from the installation or removal of such trade fixtures, furniture and business equipment and the cost of otherwise restoring the Leased Premises to their condition prior to such removal.
- d. Any property of Tenant removable by Tenant pursuant to the preceding subsection that shall remain at the Leased Premises after expiration or sooner termination of the Lease hereunder, may, at the option of Landlord, be deemed to have been abandoned by Tenant, and the title thereto shall thereupon pass to Landlord so that Landlord may retain or dispose of the same as Landlord sees fit without accountability to Tenant, or, if Landlord gives notice to Tenant to such effect, then, such property shall be removed by Tenant at Tenant's sole expense, and if Tenant fails to so remove such property, or any part thereof, Landlord may (but need not) remove and store same for the account and at the expense of Tenant.
- e. If the Leased Premises are not surrendered in accordance with the preceding provisions of this section, Tenant shall indemnify Landlord against loss or liability resulting from Tenant's delay in surrendering possession, including without limitation any claims made by any succeeding tenant or by any purchaser founded on such delay; but so long as Landlord is so indemnified by Tenant, Tenant may defend, in Landlord's name, any and all claims so made against Landlord.

- f. The provisions of this section shall survive any termination of the Lease hereunder, and, indeed, all rights and obligations that have accrued as of the termination date of the Lease hereunder, together with rights and obligations set forth in this Agreement to be performed notwithstanding the termination of the Lease hereunder, shall survive such termination.
- g. If Tenant remains in possession of the Leased Premises after termination of the Original Term or any Extension Term hereof with Landlord's acquiescence and without any express agreement of the parties hereto, Tenant shall be a tenant at will at the rent in effect at such expiration, but there shall be no renewal of the Lease hereunder by operation of law or otherwise.

Article XI Insurance

Section 11.01. Tenant's Liability Insurance. Throughout the Term of this Lease, Tenant shall maintain in force comprehensive general public liability insurance (including, without limitation, liability due to on-premises operations arising from explosion, collapse, and underground, with blanket contractual coverage and broad-form property damage coverage) under a policy or policies providing combined single limit coverage of One Million Dollars (\$1,000,000.00) for each occurrence on an annual aggregate basis, together with comprehensive automobile liability insurance (covering both bodily injury and property damage) under a policy or policies providing combined single limit coverage of One Million Dollars and Worker's Compensation and Employer's Liability Insurance in such amounts as shall be required by law from time to time. In addition, Tenant shall carry an umbrella excess liability policy providing coverage over and above the amounts of the foregoing policies, up to an amount of Five Million Dollars (\$5,000,000.00).

Section 11.02. Tenant's Casualty Insurance. Throughout the Term of this Lease, Tenant shall keep the Leased Premises and the Transportation Facility, including all equipment in or appurtenant to the Leased Premises or the Transportation Facility essential to the operation and maintenance of the buildings (as distinguished from equipment for operation of the business conducted upon the Leased Premises) and all alterations, changes or additions thereto, insured for the benefit of the Landlord and Tenant as their respective interests may appear, against loss or damage by fire or other casualties covered by a customary extended coverage endorsement in an amount equal to One Hundred Percent (100%) of the replacement cost thereof from time to time and at all times sufficient to meet the co-insurance requirements under deductible that is obtainable at reasonable cost such policy, without allowance or deduction for depreciation and with the lowest deductible that is obtainable at reasonable cost. During any period in which construction, renovation, alteration, or substantial repair work is being performed by or on behalf of Tenant on the Leased Premises (of which each party shall notify the other), Tenant shall maintain in force builder's all-risk coverage, with fire and extended coverages, including

endorsements providing explosion, collapse, and underground coverages, which shall include or shall be written as an endorsement to the casualty required by the preceding sentence. Such builder's all-risk coverage shall protect the interests of Landlord and Tenant and their respective construction managers and contractors.

Section 11.03. Proof of Insurance.

- a. All insurance provided for in this Article XI shall be written under valid and enforceable policies, issued by insurers of recognized responsibility authorized to do business in Indiana. Upon the execution of this Lease, and thereafter not less than fifteen (15) days prior to the expiration dates of any expiring policies theretofore furnished pursuant to this Article XI, originals of the policies (or, in the case of general public liability insurance, certificates of the insurers), shall be delivered by Tenant to Landlord bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment; except, that whenever the Leased Premises shall be mortgaged to secure any debt of Tenant, such policies of insurance may be lodged with a Mortgagee until the mortgage debt shall be paid, and copies of such policies certified by the insurance company shall meanwhile be delivered to Landlord. Landlord shall deliver to Tenant from time to time upon request by Tenant certificates or other appropriate evidence of the insurance required of Landlord under this Article XI.
- b. Nothing in this Article XI shall prevent either party from taking out insurance of the kind and in the amounts provided for under this Article XI under a blanket insurance policy or policies covering other properties as well as the Leased Premises and the Transportation Facility, as the case may be; provided, however, that any such policy or policies of blanket insurance (i) shall be written in amounts not less than the amounts required by this Article XI; and (ii) such amounts so specified shall be sufficient to prevent any one of the insureds from becoming a co-insurer within the terms of the applicable policy or policies; and provided further, that any such policy or policies of blanket insurance shall otherwise comply as to the endorsements and coverage with the provisions of this Article XI.

Section 11.04. Notice of Cancellation. The insurance required by this Article XI shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to both Landlord and Tenant and any other persons named as insured thereunder.

Section 11.05. Waiver of Subrogation. Landlord and Tenant waive all rights against each other and against those for whom the other is legally liable for all losses coverable by insurance provided for under this Article XI, it being the intent of this provision to allocate all risk of such loss to such insurance; provided, however, that this waiver shall not be effective if it would preclude or prejudice the right of Landlord or Tenant to recover under such insurance policy. If

the policies of insurance provided for under this Article XI require an endorsement to provide for continued coverage where there is a waiver of subrogation, Landlord or Tenant will cause such policies to be so endorsed. Tenant shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease and provide Landlord with evidence that such waiver has been recognized by such carrier or carriers and is effective.

Section 11.06. Application of Proceeds for Multi-Modal Transportation Facility. The proceeds of any and all policies of insurance upon the Transportation Facility maintained pursuant to Section 11.02 shall be used as a trust fund toward the repair, reconstruction, replacement, or rebuilding of the Transportation Facility. As to all other policies, the proceeds shall be paid to the insured party or parties as their interests shall appear and in proportion to their respective insured losses.

Section 11.07. Adjustment of Loss. Under all policies of insurance provided for in this Article, the loss under such policies, if less than \$100,000.00 shall be adjusted by the party obtaining such insurance and if greater than said amount, shall be adjusted by Landlord and Tenant, and the insurance proceeds shall be payable to Landlord, Tenant, and any Mortgagee(s) as their interests shall appear; provided, that such policies may name any Mortgagee and any such adjustment may involve any Mortgagee, to the extent required by such Mortgagee under its mortgage or any related instrument. All such policies shall provide that any loss thereunder shall be adjusted and paid as herein above provided.

Section 11.08. General Provisions. In the event either party shall fail or refuse to obtain any insurance required by this Article XI, the other party may obtain such insurance. If such failure or refusal shall be by Landlord, the costs of such insurance obtained by Tenant may be offset against the next installment(s) of Base Rent, and if such failure or refusal shall be by Tenant, the costs of such insurance shall constitute Additional Rent payable by Tenant upon demand by Landlord.

Article XII Casualty Damage

Section 12.01. Tenant's Obligation to Repair. Unless Landlord agrees otherwise, in the event that, at any time during the Term of this Lease, the Transportation Facility shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the casualty insurance policies or builder's risk policies required to be maintained by Tenant in accordance with Article XI of this Lease, then, Tenant shall cause the same to be repaired, restored, replaced or rebuilt within a period of time which, under all prevailing circumstances, shall be reasonable. In the repair or restoration of the Transportation Facility under this Article XII, Tenant will, as nearly as practicable, repair, restore, replace or rebuild the Transportation Facility so damaged or destroyed to the condition and character of the Transportation Facility existing immediately prior

to such occurrence in conformance with the final Transportation Facility plans or such other plans and specifications as Landlord may approve in its reasonable discretion. Tenant shall be entitled to apply all insurance proceeds of policies maintained pursuant to Article XII of this Lease remaining after any required payments to any Mortgagee to such repair, restoration, replacement and destruction, less any cost of recovery and any amounts required to be applied to repayment of any Mortgagee, shall be insufficient to pay the entire cost of such repair, restoration, replacement or rebuilding, Tenant shall be responsible for making up the deficiency. The time within which Tenant shall be required to commence and complete its obligations under this Section 12.01 shall include a reasonable time to obtain and close any necessary equity or mortgage loan financing to cover such deficiency. In the event to its rights and remedies under this Lease, shall be entitled to all insurance proceeds payable to Tenant as a result of such casualty, subject to the rights of any Mortgagee(s) under this Lease.

Article XIII Condemnation

Section 13.01. Condemnation.

- a. If, at any time during the continuance of this Lease, all or any portion of the demised real estate or the improvement of any building located thereon is taken, appropriated or condemned by reason of eminent domain, the Landlord and Tenant shall divide the proceeds and awards in the condemnation proceedings as their respective interests may appear, abate the rent, and make other adjustments in a just and equitable manner under the circumstances. If the parties cannot agree on a just and equitable division, annual abatement of rent, or other adjustments within thirty (30) days after the award has been made, the disputed matters shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter for its decision and determination. If legal title to the entire Leased Premises is wholly taken by condemnation, the Lease shall be canceled.
- b. Although title to the building and improvements placed by the Tenant upon the Leased Premises will pass to the Landlord, for purpose of condemnation, the fact that the Tenant placed the buildings on the demised premises shall be taken into account. Repayment of outstanding debt associated with construction of the Transportation Facility shall be an item of damage in determining the Tenant's portion of the condemnation award. It is the general intent of this Section that, upon condemnation, the parties shall share in their awards to the extent that their respective interests are depreciated, damaged, or destroyed by the exercise of the right of eminent domain. If the condemnation is total, the condemnation award shall be allocated so that the then value of the property, as if it were unimproved property, is allocated to the Landlord, and the then value of the building or buildings thereon is allocated between the Landlord and Tenant after giving due consideration to the number of years remaining in the term of this Lease and the condition of the buildings at the time of condemnation.

Article XIV
Indemnification of Landlord

Section 14.01. Indemnification of Landlord. Tenant shall indemnify and save harmless Landlord against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architects and attorneys fees, which may be imposed upon or incurred by or asserted against Landlord by reason of any of the following occurrences during the Original Term or any Extension Term of the Lease hereunder:

- a. Any work or thing done in, on, or about the Leased Premises or any part thereof by Tenant or any party acting on behalf of Tenant or at Tenant's direction other than Landlord;
- b. Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Leased Premises or any part thereof or any street, sidewalk, curb, way or space adjacent thereto by Tenant or any party acting on behalf of Tenant or at Tenant's direction other than Landlord;
- c. Any negligence (active, passive or by omission) on the part of Tenant or any of Tenant's agents, contractors, servants, employees, subtenants, customers, licensees or invitees;
- d. Any accident, injury, or damage to any person or property occurring in, on, or about the Leased Premises or any part thereof; or any street, sidewalk, curb, way or space adjacent thereto; or
- e. Any failure on the part of Tenant to perform or observe any of the agreements and conditions or limitations contained in this Lease on Tenant's part to be performed and/or observed.

If any action or proceeding is brought against Landlord by reason of any such claim caused/created (in whole or in part) by Tenant, then Tenant, upon written notice from Landlord, shall (at Tenant's expense) resist or defend such action or proceeding by legal counsel approved by Landlord in writing. If Tenant has supplied Landlord with insurance policies covering any of the aforementioned risks, no claim shall be made against Tenant unless and until the insurer shall fail or refuse to defend and/or pay all or any part of such claim.

Article XV
Assignment and Subletting

Section 15.01. Assignment and Subletting.

- a. Tenant and/or Tenant's legal representatives or successors in interest by operation of law or otherwise shall not assign its interest in this Lease or make any sublease of all or substantially all of its interest in the Leased Premises or the Transportation Facility for any period of time unless and until the consent of Landlord is obtained in writing, which consent shall not be unreasonably withheld. In no event shall Tenant lease parking spaces in the Transportation

- Facility to any person or other entity at a rate less than the rate paid by Landlord for the Exclusive Spaces, unless agreed to in writing by Landlord and Tenant.
- b. Notwithstanding any assignment of the Lease hereunder or the subletting of all or part of the Leased Premises, Tenant and any person who at any time holds the leasehold interest hereunder (whether Tenant or any immediate or intermediate assignee therefrom) shall remain primarily and personally liable, jointly and severally, with all persons who shall have been assignees hereunder, for the performance of all of the obligations of Tenant hereunder; and any violation of any provision of this Lease, by act or omission, by any assignee, subtenant or occupant shall be deemed a violation of that provision by Tenant and/or by any one or more of the subsequent assignees.
 - c. Should the Lease hereunder be assigned, Landlord shall have the right to receive the Base Rent hereunder from the assignee, or, if there shall have been one or more assignments on different occasions, from all or any of the assignees. If the Leased Premises or any part thereof be sublet or occupied by any person, Landlord may, in the event of a default on the part of Tenant, collect from Tenant, from the subtenant and/or from the occupant the aggregate of all amounts due hereunder.
 - d. This Lease shall create only the relationship of landlord and tenant between the parties hereto.

Article XVI Default by Tenant

Section 16.01. Default by Tenant. Tenant shall be deemed in material breach of and in default under this Lease if an Event of Default on the part of Tenant shall have occurred. Any of the following events shall constitute an Event of Default on the part of Tenant, namely:

- a. Tenant's failure to provide or pay, when due the Base Rent or Additional Rent required hereunder to be paid or performed by Tenant and Tenant fails to cure said non-performance or nonpayment within five (5) days of receipt of written notice from Landlord; or
- b. Tenant's failure to observe or perform any condition or promise to be observed or performed by Tenant hereunder that does not relate to the provision or payment of Base Rent or Additional Rent, if any, and the continuation of such failure for sixty (60) days after Landlord gives notice to Tenant specifying the respect or respects in which tenant is so failing to observe or perform any such condition or promise (but if the failure cannot be cured within the sixty (60) day period by Tenant in the exercise of reasonable diligence, Tenant shall not be deemed in default under this subsection if Tenant commences immediately to remedy the failure and proceeds diligently to correct the situation and provides to Landlord within such period proof of same); or
- c. Abandonment of the Leased Premises by Tenant; or

- d. The filing of a petition by or against Tenant (meaning in this subsection the person then holding the leasehold interest under this Agreement, whether it be the original tenant hereunder or any assignee from the same or from another assignor) for adjudication as a bankrupt or for reorganization under existing or future bankruptcy laws; or the dissolution or commencement of any action for the involuntary (or, voluntary unless Landlord's prior consent was obtained) dissolution or liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee for the property of Tenant; or the taking of possession of the property of Tenant by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or the making by Tenant of an assignment for the benefit of creditors; or the levy against Tenant's leasehold interest hereunder by judicial process; provided, however, that if any such proceeding mentioned in this subsection is involuntary against Tenant, the institution of the proceedings shall not be deemed to be an Event of Default if the proceedings are discharged within sixty (60) days; and provided further that this subsection is, of course, subject to the provision of the federal Bankruptcy Code and any other applicable law.

Section 16.02. Surrender. Upon the occurrence of any Event of Default, Landlord may terminate this Lease upon notice of such termination given to Tenant and Tenant shall quit and peacefully surrender the Leased Premises to Landlord, and Landlord, upon or at any time after any such expiration or termination, may without further notice enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all income of and from the same.

Section 16.03. Waiver of Notice. Except as to notices expressly provided for in this Lease, Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, for and on behalf of itself and all persons claiming through or under Tenant, and Tenant further waives any and all right of redemption or re-entry or repossession in the case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord in case of any expiration or termination of this Lease.

Section 16.04. Attorneys Fees. In the event either party shall commence any legal proceedings to enforce any of the terms, covenants or provisions of this Lease, the prevailing party in such proceedings shall be entitled to recover its litigation or arbitration costs and reasonable attorneys fees arising out of such litigation or arbitration. If such fees and costs shall be recoverable from Tenant, the same shall constitute Additional Rent payable upon demand by Landlord.

Section 16.05. No Waiver. No failure by either Landlord or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any breach or of such agreement, term, covenant, or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Landlord or Tenant, as the case may be, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof

Section 16.06. Cumulative Remedies. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any such rights or remedies shall not preclude the simultaneous or later exercise by the party in question of any such rights or remedies, except as otherwise expressly provided in this Lease.

Article XVII Default by Landlord

Section 17.01. Default by Landlord. Should there be any default or breach of this Lease on the part of Landlord, Tenant shall give Landlord notice thereof, and should the Landlord fail to correct such breach or default within fifteen (15) days after such notice, Tenant may remedy such breach or default and deduct the reasonable costs, including interest on same, from rentals due or to become due the Landlord, or pursue any other legal or equitable remedy to which it is entitled, including, without limitation, its right to terminate this Lease. If Tenant has not been reimbursed for its reasonable cost in remedying Landlord's breach of default at the expiration of this Lease, or if the Landlord is indebted to the Tenant because of a breach or default of this Lease at the expiration of this Lease, Tenant, may, at its option, extend this Lease on the same terms and conditions as provided herein until such costs and indebtedness is fully paid by application of all rentals thereto.

Article XVIII Remedies of Landlord

Section 18.01. Remedies of Landlord.

- a. In the event of an occurrence of an Event of Default by Tenant under the preceding section, and at any time after sixty (60) days following the occurrence of that Event of Default, Landlord may, at Landlord's option, effect the termination of this Agreement and the Lease hereunder by giving notice of termination to Tenant, and upon the giving of such notice all rights of tenant

hereunder shall terminate, but Tenant shall remain liable as provided in this Agreement.

- b. Upon any such termination of the Lease hereunder, Tenant shall peacefully surrender the Leased Premises to Landlord, and Landlord, upon or at any time after such termination, may without further notice re-enter the Leased Premises and take possession thereof by force, summary proceedings, ejectment or otherwise, and dispossess and remove Tenant and all other persons and property from the Leased Premises and hold and enjoy the same and the right to receive all rental income therefrom.
- c. At any time or from time to time after any such termination, Landlord may re-let the Leased Premises or any part thereof for such term or terms (which may be greater or less than the period that would otherwise have constituted hereunder) and on such conditions as Landlord in Landlord's uncontrolled discretion may determine and may collect and receive the rents therefore; however, Landlord shall use reasonable diligence in attempting to re-let the Leased Premises and collect rent therefrom and thereby mitigate Landlord's damages.
- d. No such termination of the Lease hereunder pursuant to this section (i.e., in consequence of an Event of Default) shall relieve Tenant of Tenant's liabilities and obligations under this Agreement that shall survive such termination. In the event of any such termination of the Lease hereunder, whether or not the Leased Premises or any part thereof shall have been re-let, Tenant shall pay to Landlord the fixed rent and all other charges for which Tenant may be obligated hereunder that are due and unpaid at such termination. Additionally, upon such termination prior to the end of the Original Term, Tenant shall, until the end of the Original Term, be liable to Landlord for, and shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the fixed rent and the other rent and charges that would be payable under this Agreement by Tenant if the Lease hereunder were still in effect until the end of the Original Term, less the net proceeds of any re-letting effected pursuant to the preceding subsection, after deducting all expenses of Landlord in connection with such re-letting (including, without limitation, all repossession costs, legal expenses, reasonable attorneys fees, alteration costs and expenses of preparation and concessions for such re-letting).
- e. Tenant waives (so far as permitted by law) the service of any notice of intention to re-enter provided for in any statute for and on behalf of Tenant and all persons claiming through or under Tenant, and Tenant also waives any and all rights of redemption or re-entry or repossession in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in the case of re-entry or repossession by Landlord or in case of any termination of this Lease.
- f. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant, or condition hereof; or to exercise any right or remedy consequent upon a breach thereof; and no acceptance of full or partial rent during the

continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition, or preclude Landlord from thereafter pursuing any remedy for either that breach or occurrence or a subsequent breach or occurrence. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified by Landlord except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

- g. In the event of any breach or threatened breach by tenant of any of the agreements, terms, covenants or conditions herein contained, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies where not provided for in this Lease.
- h. Any rent or other amount payable by Tenant to Landlord under any provision of this Agreement that is not paid by Tenant to Landlord within five (5) days after Landlord gives notice to Tenant that the amount has become due shall bear interest from and after the due date at the rate of ten per cent (10%) per annum until paid.
- i. Each right and remedy provided for Landlord in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for herein or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies herein provided or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies herein provided for or now or hereafter existing at law or in equity or by statute or otherwise.
- j. No damage or destruction to any building or improvements by fire, windstorm, or any other casualty shall be deemed to entitle the Tenant to surrender possession of the Leased Premises, to terminate this Lease, to violate any of its provisions, or to cause any rebate or reduction in the rent when due or thereafter becoming due under its terms. If the Lease is canceled because of the Tenant's default while any obligation from an insurance company to pay for all or any part of the damage remains outstanding, the claim against the insurance company shall, upon cancellation of the Lease, be deemed immediately to become the absolute and unconditional property of the Landlord.
- k. Upon termination of this Lease, the Tenant shall peaceably and quietly deliver to the Landlord possession of the Leased Premises (building and land) and all improvements, including all furnishings, fixtures, and equipment that the Tenant has brought, placed, or constructed upon the Leased Premises.

1. Each party shall pay the other party's reasonable legal costs and attorneys' fees incurred in successfully upholding (e.g., by way of action for declaratory judgment) and/or enforcing (with or without filing suit) against the other party any covenant, term, or condition of this Agreement.

Article XIX

Landlord's Right to Perform Obligations of Tenant

Section 19.01. Landlord's Right to Perform Obligations of Tenant.

- a. If Tenant shall at any time fail to pay any Imposition or to procure and apply for any insurance policy, or shall fail to make any other payment or perform any other act, on Tenant's part to be paid, made or performed, then, Landlord, after ten (10) days notice to Tenant (or without notice in case of an emergency), and without waiving or releasing Tenant from any of Tenant's obligations herein contained and without waiving Landlord's right to take such action as may be permissible under this Lease as a result of any such breach by Tenant, may, but shall not be obligated to, (i) pay any such Imposition, or (ii) procure, pay for and/or maintain any such insurance, or (iii) make any other payment or perform any other act on Tenant's part to be made or performed as in this Lease provided, and Landlord may enter upon the Leased Premises for any such purpose, and take all such action thereon as may be necessary therefore.
- b. All sums so paid by Landlord and all costs and expenses incurred by Landlord, including, without limitation, reasonable attorneys' fees, in connection with the performance of any such act shall constitute additional rent payable by Tenant under this Lease, and Tenant shall pay the same to Landlord on demand.

Article XX

Quiet Enjoyment

Section 20.01. Quiet Enjoyment. Tenant, upon paying all rent and other charges provided for herein and performing and observing all promises and conditions of this Lease on Tenant's part to be performed and observed, shall quietly have and enjoy the Leased Premises during the Original Term or any Extension Term of this Lease without hindrance or molestation by anyone claiming by, through or under Landlord as such, subject, however, to the exceptions, reservations, and conditions of the Lease herein.

Article XXI

Notices

Section 21.01. Notices. All notices, demands, or other communications or documents required or permitted to be given shall be in writing and shall be deemed to have been duly given or delivered if and on the date when either hand-delivered or sent by registered or certified mail,

with the proper postage and registry fees prepaid, delivered at or mailed to the parties at the following addresses: Vice President for Business Affairs (or his successor), Rankin Hall 200, Indiana State University, Terre Haute, Indiana 47809, and Melony A. Sacopulos, General Counsel, Legal Affairs, Parsons Hall Suite 200, Indiana State University, Terre Haute, IN 47809, if to ISU, and to Cliff Lambert, Department of Redevelopment, City of Terre Haute, 301 City Hall, 17 Harding Avenue, Terre Haute, IN 47807, and Kendall Boyd, City Attorney for the City of Terre Haute, Legal Department, Third Floor, City Hall, 17 Harding Avenue, Terre Haute, IN 47807, if to the City. Each party may by such notice to the other change the address to which further notices are to be delivered or sent by mail.

Article XXII Miscellaneous

Section 22.01. Miscellaneous. The section headings herein are inserted only for convenience and shall not be construed to limit the scope or meaning of the various sections of this Agreement. "Person" means herein any individual, firm, trust, corporation, partnership, fiduciary or other entity. Except as herein otherwise expressly specified to the contrary, the benefits of this Agreement shall inure to and the obligations hereof bind the successors and assigns of the respective parties hereto. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Time is of the essence of this Agreement. No indulgences granted or permitted by Landlord to Tenant in enforcing the payment of rent or in enforcing the provisions of this Agreement in any other particular shall be held to be a waiver of Landlord's right or rights to thereafter rely upon any term of this Agreement or to pursue any remedy allowed Landlord either under the terms of this Agreement or at law or equity. Whenever either party's prior consent or approval to any act is required by the terms of this Agreement, such consent shall not be unreasonably withheld. The provisions of this section are also of the essence of the contract represented by this Agreement and are for the purposes of insuring and guaranteeing the prompt and continued enforcement of its provisions of so desired by Landlord. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to whom it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Use of the masculine includes the feminine or neuter, and the singular includes the plural, or vice versa, wherever appropriate to the context. Neither this Agreement nor any term(s) hereof shall be strictly construed against any party hereto. Each referenced exhibit is hereby made a part hereof as if set forth fully in the body of this Agreement.

Section 22.02. Required Approvals. All provisions included in this Agreement are subject to review and approval by any person, agency, board, commission or other body, the approval of whom or which is a requirement for the action to be valid and legal.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first herein above mentioned.

For the Board of Public Works for the
City of Terre Haute ("City")

For Indiana State University ("ISU")

By: _____

By: _____
Lloyd W. Benjamin, III, President

By: _____

Dated: _____

By: _____

By: _____

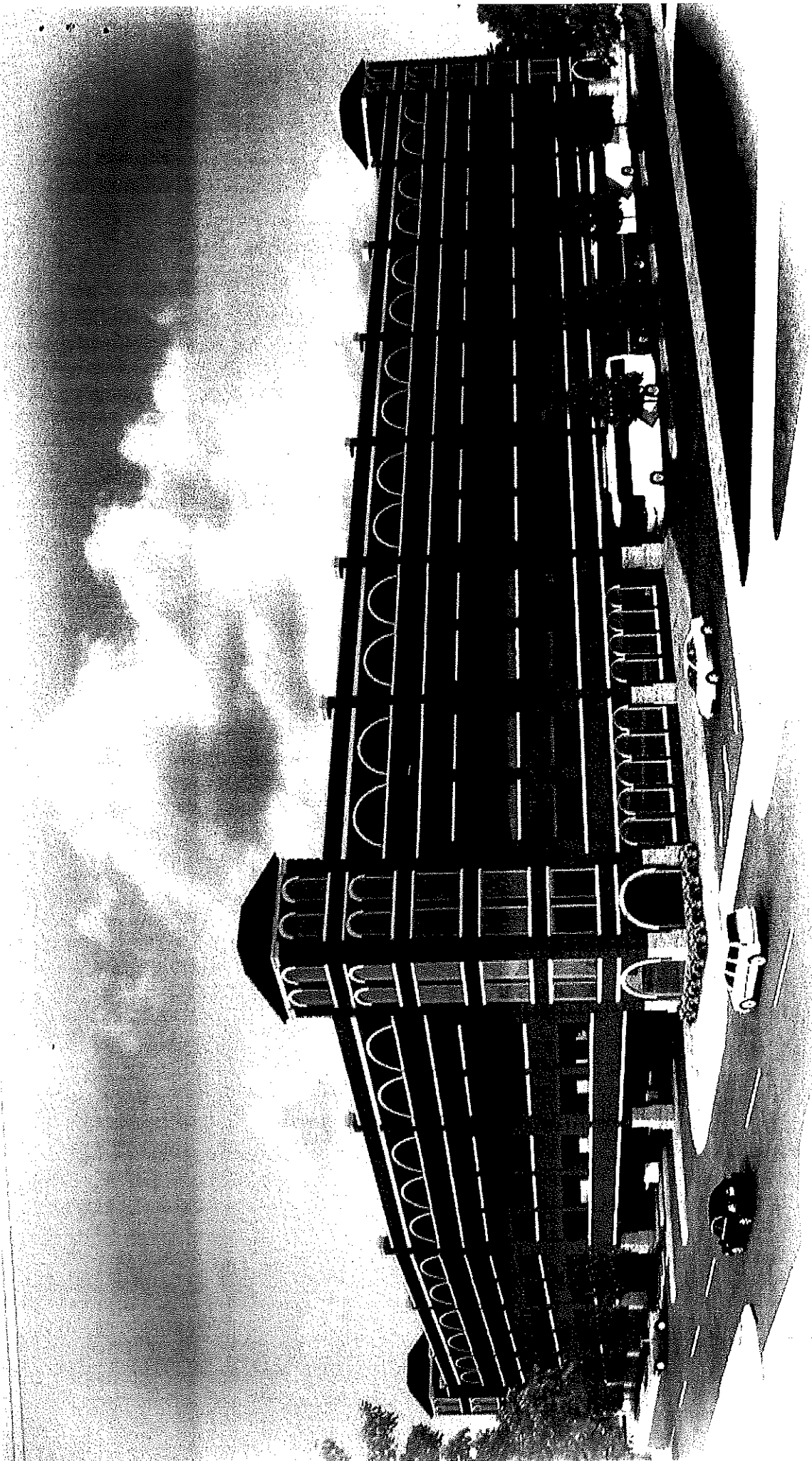
By: _____

Dated: _____

Legal Description

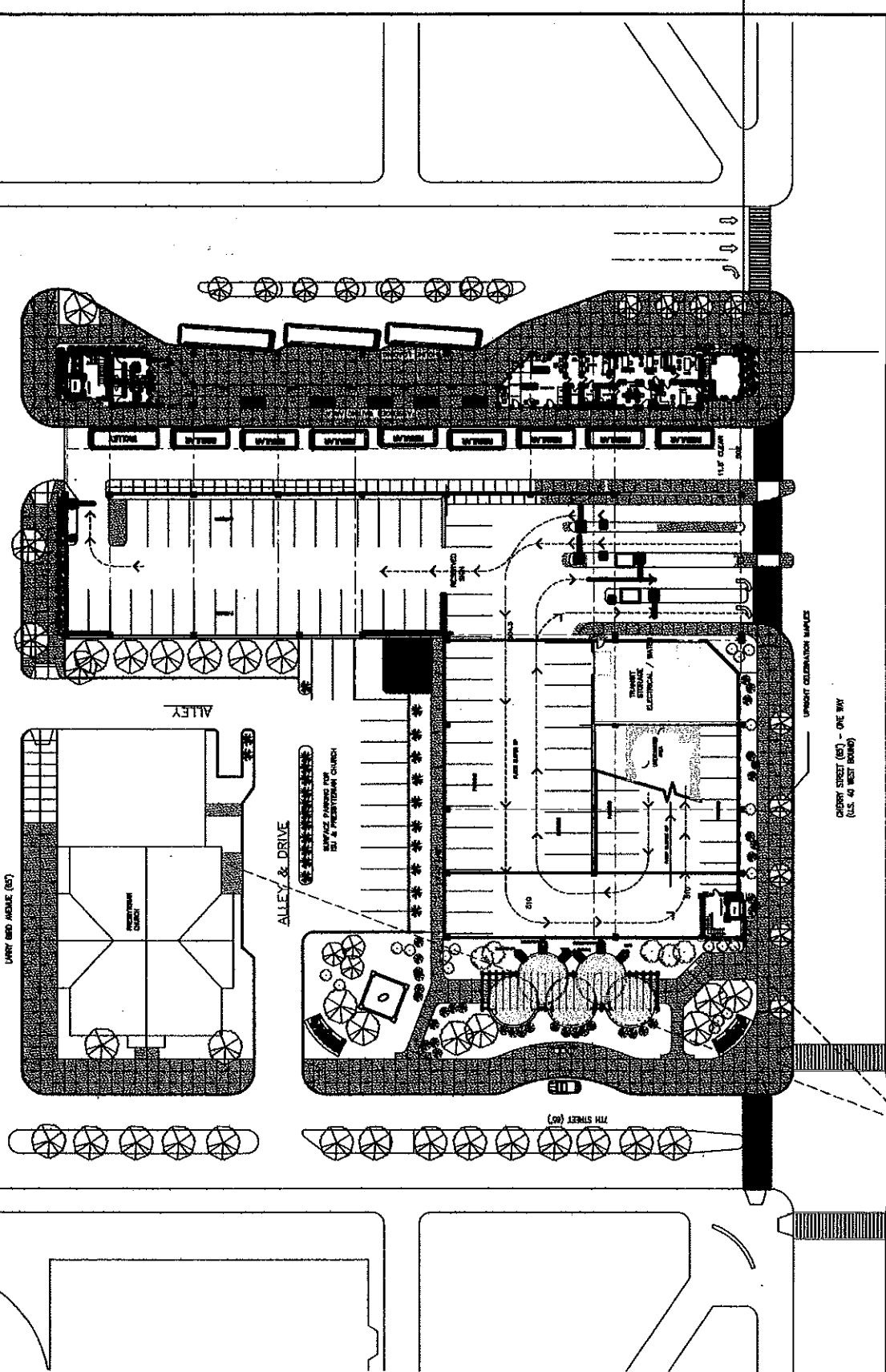
Part of Harrison Township, Terre Haute, Vigo County, Indiana. Section 22, Township 12 North, Range 9 West. Roses Addition lots 98-100, and lots 118-121, and vacated alley.

EXHIBIT A



ARCHITECTURAL RENDERING
PROJECT NO. 12345
DATE: 10/27/2023
SCALE: 1/8" = 1'-0"
DRAWN BY: J. SMITH
CHECKED BY: M. JONES
PROJECT MANAGER: S. BROWN
ARCHITECT: ABC ARCHITECTS & ASSOCIATES, INC.
1234 MAIN STREET, SUITE 500, ANYTOWN, CA 90210
TEL: (555) 123-4567
FAX: (555) 987-6543
WWW.ABCARCHITECTS.COM

EXHIBIT B



70m-SITE-C

CHERRY STREET
MULTI-MODAL TRANSPORTATION FACILITY
TERRE HAUTE, INDIANA

DATE: 11/27/03
SCALE: 1/8" = 1'-0"
DRAWN BY: [Name]
CHECKED BY: [Name]

Public Consultation
Architect: [Name]
Engineer: [Name]
Landscape Architect: [Name]
Civil Engineer: [Name]
Mechanical Engineer: [Name]
Electrical Engineer: [Name]
Structural Engineer: [Name]

RCH

SCHEME 7 C
GROUND LEVEL FLOOR PLAN
DATE: 10/27/03

CHERRY STREET (60') - ONE WAY
(U.S. 40 WEST BOUND)

EXHIBIT



SECTION I
Exhibit E
December 8, 2005

IN MEMORIAM

Sharon L. Eller

Lynn A. Voll

IN MEMORIAM

Sharon L. Eller

WHEREAS, Sharon L. Eller, Administrative Assistant II (retired) in the Student Health Center, died on the sixth day of November two thousand and five; and

WHEREAS, Sharon L. Eller had given loyal and devoted service to Indiana State University for twenty four years and had gained the respect and affection of those who knew her as a co-worker and friend; and

THEREFORE, BE IT RESOLVED, that the Indiana State University Board of Trustees by this Resolution expresses to her family deep sympathy and condolence and further expresses gratitude and respect for the service which she gave to the University; and

BE IT FURTHER RESOLVED, that this Resolution be spread on the records of the minutes of the Indiana State University Board of Trustees, and that a copy thereof be duly executed and transmitted to her family.

IN MEMORIAM

Lynn A. Voll

WHEREAS, Lynn A. Voll, Office Assistant III in the Career Center, died on the eleventh day of November two thousand and five; and

WHEREAS, Lynn A. Voll had given loyal and devoted service to Indiana State University for twenty six years and had gained the respect and affection of those who knew her as a co-worker and friend; and

THEREFORE, BE IT RESOLVED, that the Indiana State University Board of Trustees by this Resolution expresses to her family deep sympathy and condolence and further expresses gratitude and respect for the service which she gave to the University; and

BE IT FURTHER RESOLVED, that this Resolution be spread on the records of the minutes of the Indiana State University Board of Trustees, and that a copy thereof be duly executed and transmitted to her family.

NON- MOTORIZED VEHICLES

A. POLICY

Indiana State University recognizes Non-Motorized Vehicles are important and legitimate means of transportation provided they are operated with due regard and concern for the safety of the general public. Non-Motorized Vehicles may be operated on campus sidewalks and paths provided they are used solely as a means of transportation and not for purposes prohibited by this regulation. Pedestrians in all locations designated for pedestrian traffic shall have the right-of-way over Non-Motorized Vehicles.

B. DEFINITION

For purposes of this regulation "Non-Motorized Vehicles" shall include: Bicycles, Tricycles, Unicycles, Skateboards, Roller Skates, In-line Skates, and any other human powered transportation device.

C. PROHIBITED ACTIVITIES

Non-Motorized Vehicles shall not be operated:

1. In a reckless or hazardous manner;
2. In a manner that is unreasonable for existing conditions;
3. In a manner that interferes with pedestrian or vehicular traffic;
4. Inside University buildings;
5. On ramps established for the use of persons with disabilities;
6. Immediately adjacent to building doors;
7. On stairs, railings, landings, loading docks, benches, picnic tables, and all surfaces not intended for pedestrian or vehicular travel;
8. In areas posted against their use;
9. In an acrobatic or stunting manner, i.e. activities causing one or more sets of wheels to leave the ground or other surfaces intended for pedestrian or vehicular travel.

D. EXCEPTION

Nothing in this regulation shall prohibit the operation of Non-Motorized Vehicles consistent with any authorized University activity.

E. PENALTIES

1. Non-Affiliated Persons
 - a. First Offense-Receive a verbal warning. A record of this warning shall be kept on file at the Public Safety Dispatch Center.
 - b. Second Offense-issue "No Trespass" directive from University property.
 - c. Subsequent violations-Arrest for Trespass.
2. Faculty, Staff, Students, and other persons affiliated with the University
 - a. First Offense-Receive a verbal warning. A record of this warning shall be kept on file at the Public Safety Dispatch Center.
 - b. Subsequent violations-Be issued a campus traffic ticket charged with "Other Moving Violation" and fined \$20.

UPDATE REGARDING PRELIMINARY ASSESSMENT FOR THE CREATION OF A SCHOOL OF LAW

BACKGROUND - During the recent months, members of my cabinet and I have spoken with you individually about the benefits associated with the establishment of a school of law at Indiana State University. As background, you will recall that this idea is an outgrowth of the opportunities and challenges confronting our university to reposition itself within the quickly changing and highly competitive higher education market of Indiana. As a governing board, you have appropriately challenged this administration to reexamine the mission, direction, and overall management approach to ensure the University is prominently positioned to serve the needs of our prospective students, add to the distinctiveness and assure a stronger future for ISU, and meet the needs of the state of Indiana. We continue to believe the establishment of a Law School is an appropriate response to the needs and challenges confronting the University and the state.

RECENT ACTIVITY AND PROGRESS – Since our first discussions with you last spring, we have continued to evaluate and refine our data supporting this proposal. With the financial assistance of our ISU Foundation, we have engaged the advisory services of the Indianapolis office of the Barnes and Thornburg law firm. Leadership in this firm is well positioned within the political culture governing our state. Working in conjunction with two senior partners, we have further developed the plan and utilized their assistance to discuss our proposal with critical figures in the Governor's office, and have met with the Chief Justice of the Indiana Supreme Court. We have also had a one-day planning session with a highly regarded law school dean, who has recently completed the American Bar Association accreditation process for his new law school in southern Florida. As mentioned, this ongoing process has provided significant refinements to our

proposal and implementation strategy. For reasons articulated below, we remain convinced that a full and open feasibility study will underscore the strong value brought to ISU through the creation of a law school. Further, our consultants at Barnes and Thornburg share our commitment and optimism surrounding this open assessment.

PRELIMINARY FINDINGS AND BENEFITS –

Serving the State and local region – Demand for a legal education in Indiana greatly exceeds the availability of granted admissions by the 2 public and 2 private universities within our state. For the 2004 academic year, 11,097 applications were received for only 860 available seats. This represents only a 7.75% acceptance rate. It is recognized that some of the applicants applied to more than one of the institutions, but even if all applied to as many as 3 of the institutions, only 23% of the market demand is being met. This high demand has resulted in some applicants being denied an opportunity for legal study, and others being forced to leave the state for legal training. Legal training serves as a valuable foundation for many public and business endeavors beyond the normal practice of law. As our world becomes increasingly complex and highly regulated, legal graduates are critical resources for the development of many dimensions of our society as well as for the growth of the state and regional economies.

Prestige – One of the primary benefits which continues to be mentioned is the prestige brought to a University offering a degree in Law. This prestige manifests itself in many ways, including a higher internal image among students, faculty, and staff. Of perhaps greater importance is an enhanced image for our external audience. This includes our Legislature and Executive state leadership, our peer institutions, and most importantly, our prospective undergraduate and graduate students.

Enhanced enrollment – With recent focus upon growing enrollment, the creation of a Law School has the opportunity to bring an additional 450-500 students to our campus.

This enhances earned revenues, and relieves pressure upon the appropriation per Hoosier student calculations emphasized by state leadership.

Strengthened graduate curriculum – Recent studies of higher education for the State have recognized the high emphasis upon undergraduate enrollment at ISU, and the desirability of have additional graduate offerings that are not burdened by high research costs, such as the traditional sciences and medical research programs. A graduate program in law embraces this strategic direction and fits nicely into our graduate offerings.

Enhanced alumni support - While many of our graduates achieve high levels of personal and professional success, the programs traditionally associated with high earning potential are limited within the ISU curriculum. The addition of a Law School strengthens the earning potential of our alumni, with the desired impact of greater alumni contributions.

Stronger legislative support – Though we currently have graduates representing us in the state political process, it is recognized that there is a strong correlation between political participation and legal training. Consequently, many of the legal representatives have connectivity to Indiana University by virtue of their legal education. Over time, ISU's alumni representation in the legislative process should grow substantially.

Connectivity to current and future undergraduate programs – As law becomes a pervasive part of many fields of employment, the combined legal training with many undergraduate programs allows for a complete educational portfolio for our ISU students. The most traditional combinations have focused upon business study, and our specialized interests in risk management and its merging within the financial markets, would produce a highly employable graduate of both business and legal programs. Increasingly, law has become a routine part of the educational administration process, making combined

studies with our education program another highly employable graduate. It is also recognized that the other current and future academic programs also hold strong opportunity for combined study with law, which may bring greater prominence to these undergraduate programs.

RECOMMENDED NEXT STEPS –

To prevent premature opposition and/or competition from other state institutions, we elected to conduct our preliminary assessment in a confidential manner. As we have brought additional resources into our evaluation process, we have learned a great deal about the strategic considerations we must confront. Our financial planning has been substantially aided by this process, and the start-up costs we had not been able to quantify have now been fully considered. Even with these revisions, the financial viability of adding a law school remains promising. However, to fully evaluate and develop a proposal, we must include a broader audience and most importantly, our faculty community. Also, to avoid one of our sister institutions getting in front of our efforts, we must publicly announce our interest in moving forward by creating a substantial feasibility and implementation study for Board consideration in the very near future. For these reasons, we request your enthusiastic public support for the full and complete feasibility assessment of bringing this program to ISU.

SECTION III

DECEMBER 8, 2005

PERSONNEL (Mr. Schafer)

Recommendation: Approval of all the items in this section,

On a motion by Mr. Bonds, seconded by Mr. LaPlante, the recommendation was approved.

A. FACULTY

1. Appointments

Part-time Temporary Appointments

(Effective August 18, 2005, unless otherwise indicated)

Sarah E. Burk; Lecturer II, Department of Music; M.M., University of Michigan; twelve hours; salary \$9,600.

Amy Laakman; Lecturer II, Department of Communication; M.A., University of Florida; twelve hours; salary \$9,600, prorated from the effective date of September 19, 2005.

Manuel Rodriguez; Lecturer I, Department of Physical Education; special credentials on file; three hours; salary \$2,025.

Part-time Temporary Appointments

(Effective January 5, 2006)

Laura A. Bayless; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ph.D., Virginia Polytechnic and State University; three hours; salary \$3,000.

Nathan E. Evans; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ed.S., Ball State University; three hours; salary \$3,000.

Joyce Fulford; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ph.D., Indiana State University; six hours; salary \$6,000.

Ricardo M. Marte; Lecturer III, Department of Educational and School Psychology; Ph.D., University of Nevada; six hours; salary \$6,000.

2. Changes of Status and/or Rate

Mary Ann Boose; from Professor of Insurance, Analytical Department, to Program Coordinator of Insurance and Risk Management and Professor of Insurance; stipend of \$2,000 for this added responsibility; effective for the 2005-06 academic year.

Sandra Brake; Associate Professor, Department of Geography, Geology, and Anthropology; \$1,000 stipend for added duties and responsibilities; effective for the 2005-06 academic year.

Julia M. Fine; Baccalaureate and Higher Degree Nursing Department; \$3,000 overload pay for the fall semester of the 2005-06 academic year.

Kimberly A. Fredericks; Department of Political Science; \$1,200 added to 2005-06 academic year base for the completion of the doctorate; Ph.D., University of Albany; salary \$44,428 per academic year, prorated from the effective date of January 5, 2006.

Jay D. Gatrell; from Assistant Professor, Department of Geography, Geology, and Anthropology, and Coordinator of Social Science Education, to Administrative Fellow, College of Arts and Sciences, and Assistant Professor, Department of Geography, Geology, and Anthropology, and Coordinator of Social Science Education; stipend of \$3,000 for this added responsibility; effective for the 2005-06 academic year.

Swapan Ghosh; from Professor, Department of Life Sciences, to Interim Chairperson and Professor, Department of Life Sciences; stipend of \$5,000 for the added responsibility; effective for the 2005-06 academic year; \$2,000 added to 2005-06 academic year base; salary \$75,663; effective August 18, 2005.

John M. Jakaitis; from a fiscal appointment as General Education Coordinator and Associate Professor, Department of English, to an academic year appointment as Associate Professor, Department of English; salary \$59,682 per academic year, prorated from the effective date of January 5, 2006.

Constance A. McLaren; from Professor of Operations Management and Analysis, Analytical Department, to Program Coordinator of Operations Management and Analysis, and Professor of Operations Management and Analysis; stipend of \$2,000 for this added responsibility; effective for the 2005-06 academic year.

Bridget Jo Roberts-Pittman; Department of Educational and School Psychology; stipend of \$5,000, prorated from the effective date of September 1, 2005; for coordinating the Porter Clinic in the Department of Educational and School Psychology; for the 2005-06 academic year.

Nathan A. Schaumleffel; Department of Recreation and Sport Management; \$1,200 added to 2005-06 academic year base for the completion of the doctorate; Ph.D., University of Illinois; salary \$48,000 per academic year, prorated from the effective date of November 1, 2005.

Tarek S. Zaher; from Professor of Finance, Analytical Department, to Program Coordinator of Finance and Professor of Finance, Analytical Department; \$2,000 stipend for the added responsibility; effective for the 2005-06 academic year.

3. Leaves of Absence

Leave of Absence with Pay

Nancy Lawrence; Department of Health, Safety, and Environmental Health Sciences; change from leave without pay to leave with pay; effective August 18, 2005, through September 15, 2005; with the remainder of the semester leave without pay.

Leaves of Absence without Pay

Richard J. Easton, Department of Mathematics and Computer Science; for the spring semester of the 2005-06 academic year.

4. Retirements

Robert C. Larson; Associate Professor, Department of Geography, Geology, and Anthropology; retirement leave during the fall semester of the 2006-07 academic year; retirement effective December 16, 2006.

Eleanor Kay Meurer; Professor, Department of Music; retirement leave during the fall semester of the 2005-06 academic year; retirement effective December 17, 2005.

B. ADMINISTRATION1. Appointments

Catherine Spanuello, Assistant Director, Media Relations, Communications and Marketing; salary \$36,733 per fiscal year, prorated from the effective date of November 11, 2005.

Temporary Appointments

Bharath Ganesh Babu; Interim Graphic Designer, Center for Teaching and Learning; M.S., University of Madras, India; salary \$23,660 per fiscal year, prorated for the period of October 3, 2005, through June 30, 2006.

Tony D. Brewer; Director, Ronald McNair Project; M.P.A., Indiana State University; salary \$44,917 per fiscal year; effective October 1, 2005, through September 30, 2006.

Tara A. Lane; extension of appointment as Interim Director, Small Business Development Center; salary \$50,500 per fiscal year, prorated for the period of October 1, 2005, through November 30, 2005; Director, Small Business Development Center; special credentials on file; salary \$50,500 per fiscal year, prorated for the period of December 1, 2005, through June 30, 2006.

Lucinda Jo Marietta; extension of appointment as Temporary Site Coordinator, Terre Haute Center for Medical Education; high school diploma; salary \$35,947 per fiscal year, prorated for the period of October 1, 2005, through December 23, 2005.

Misty D. Williams; Indiana Reading Corps Coordinator, Department of Elementary, Early, and Special Education; B.S., Indiana State University; salary \$18,910 per fiscal year, prorated for the period of August 17, 2005, through July 31, 2006.

2. Changes of Status and/or Rate

Roberta Jo Allen; change in title from Director, 21st Century Scholars Program, to Coordinator, 21st Century Scholars Program; effective September 1, 2005.

Holly L. Hobough; Preprofessional Advisor, College of Arts and Sciences; \$3,000 stipend for added duties and responsibilities with the ASSIST Program and as the Liberal Studies Advisor; effective for the 2005-06 academic year.

Amy Westgard, from Administrative Assistant I, Department of Languages, Literatures, Linguistics (support staff) to Director of Development Research, University Development (monthly position); salary \$28,000 per fiscal year, prorated from the effective date of November 21, 2005.

3. Resignations

Bonita S. Buddle; Blumberg Center; effective October 31, 2005.

C. SUPPORT STAFF REPORT

The Support Staff Personnel Report for the period ending November 22, 2005 is presented in Exhibit A.

INDIANA STATE UNIVERSITY
 MONTHLY REPORT OF SUPPORT STAFF EMPLOYEES
 FOR THE PERIOD ENDING NOVEMBER 22, 2005

A. APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Althoff, Kirsten	Hulman Center	Admin Asst I	\$20,183	11-07-05
Armstrong, William	Facilities Management	Grounds Wrkr	\$16,653	11-04-05
Brewer, Matthew	Hulman Center	Technical Svc Asst	\$22,601	11-07-05
Bunch, Bonnie	Staff Benefits	Admin Asst I	\$20,183	11-07-05
Erb, Gloria	Controller	Acct Systems Spec	\$20,963	11-14-05
Fields, David	Facilities Management	Maint Mech II	\$19,871	11-14-05
Huey, Paula	Library	Library Assc II	\$20,963	10-31-05
Lowe, Trudy	Facilities Management	Cust Wrkr	\$16,653	10-31-05
Swickard, Jeremy	Hulman Center	Cust Wrkr II	\$17,823	11-14-05
Tucker, Debra	Sandison Housing	Drapery Wrkr	\$19,383	11-14-05
West, Rhonda	Student Health Center	Staff Nurse	\$32,546	10-31-05

B. RESIGNATIONS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Adamission, Stacy	First Year Program	10-28-05
Boles, Geneva	Sandison Housing	10-27-05
Comp, Kathy	Art & Sciences	11-04-05
Donnerman, Eric	Facilities Management	11-04-05
Emanuelson, Wendy	Graduate Studies	11-11-05

C. TERMINATIONS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Rickard, Kay	Sycamore Housing	11-01-05

D. OTHER

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Voll, Lynn	Career Center	11-10-05
*Deceased		

E. CHANGE IN STATUS OR RATE

1. Promotion

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Jay, Timothy	HMSU Cust Wrkr II \$18,135	Facilities Management Cust Wrkr III \$19,949	11-07-05
McCleary, Kimberly	Internal Audit Auditing Asst \$20,573	Development Admin Asst III \$24,083	11-08-05
Westgard, Amy	Languages, Literatures, Linguistic Admin Asst I \$20,378	Development Dir of Devel Research \$28,000	11-21-05*

* Monthly Position

2. Other

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Barnett, Erick	Grounds Grounds Wrkr I \$17,745	Grounds Grounds Wrkr II \$18,428	11-04-05*

* Skill Assessment

SECTION IV

DECEMBER 8, 2005

INFORMATION/DISCUSSION ITEMS

A. Agreements – Information Only (Dr. Maynard)

1. Columbus Regional Hospital, Columbus, IN

The purpose of this agreement is to provide clinical experiences for nursing students.

2. Parkview Health, Fort Wayne, IN

The purpose of this agreement is to provide internships in a hospital for students in the Department of Speech Pathology.

3. St. Joseph Mercy Hospital, Ann Arbor, MI

The purpose of this agreement is to provide internships for students in the Therapeutic Recreation Program, in the Department of Recreation and Sport Management.

B. Grants – Attachment 1 – Information Only (Dr. Maynard)

Mr. Alley adjourned the meeting at 3:55 p.m.

SECTION IV

DECEMBER 8, 2005

1. U. S. Department of the Interior, Fund No. 548052, Proposal No. 05-032
An agreement in the amount of \$19,719 has been received from the U.S. Department of the Interior for the project entitled, "Colony Dynamics of the Endangered Indiana Myotis (Myotis Sodalis) Using and Comparing Standard Field Techniques and Molecular Genetic Techniques," under the direction of John Whitaker, Ecology and Organismal Biology, for the period July 1, 2005 through June 30, 2006.
2. Indiana Department of Education, Fund No. 548054, Proposal No. 06-056
An agreement in the amount of \$10,000 has been received from the Indiana Department of Education for the project entitled, "Indiana Scientific Instrument Project 2005-2006," under the direction of Sandra Allen, Chemistry, for the period September 1, 2005 through June 30, 2006.
3. Indiana Campus Compact, Fund No. 548053, Proposal No. 06-020
An agreement in the amount of \$500 has been received from the Indiana Campus Compact for the project entitled, "Ryves Hall Sweeties," under the direction of Crystal Thomas, Sociology, for the period October 1, 2005 through December 1, 2005.
4. Sanders and Associates, Inc., Fund No. ANTHLB, Proposal 06-087
An agreement in the amount of \$330 has been received from Sanders and Associates, Inc. for the project entitled, "Archaeological Records Review and Recommendations, Sanders and Associates, Inc., Construction at 1812 and 1820 Lafayette Avenue, Terre Haute, Indiana," under the direction of C. Russell Stafford, Anthropology, for the period September 1, 2005 through September 1, 2006.
5. State of Indiana, Fund No. 548049 Proposal 06-061
An agreement in the amount of \$6,784.80 has been received from the State of Indiana for the project entitled, "Phase 1A Archeological Reconnaissance and Geomorphic Evaluation of a 35-Acre Tract in Camp Atterbury, Johnson County, Indiana," under the direction of Mark Cantin, Anthropology, for the period September 1, 2005 through September 1, 2006.

6. The University of Kansas Center for Research, Inc., Fund No. 547931, Proposal No. 06-073
Additional appropriations in the amount of \$25,000 has been received from The University of Kansas Center for Research, Inc., for the project entitled, "Promoting Communication Outcomes for Children with Deaf-Blindness Through Adaptive Prelinguistic Strategies, Research Validation and Implementation Projects for Children who are Deaf-Blind," under the direction of Karen Goehl, Blumberg Center, for the period October 1, 2005 through September 30, 2006.
7. Western Indiana Workforce Investment Board, Fund No. 547894, Proposal No. 06-088
An agreement in the amount of \$50,000 has been received from Western Indiana Workforce Investment Board for the project entitled, "Development of a Regional Workforce Development Information System," under the direction of Wayne Rockmore, Center for Research, Enterprise and Economic Development (CREED), for the period March 1, 2004 through June 30, 2004.
8. Indiana Economic Development Corporation and Indiana Small Business Development Center, Fund No 548001, Proposal No. 06-026
An agreement in the amount of \$31,504.88 has been received from the Indiana Economic Development Corporation and Indiana Small Business Development Center for the project entitled, "West Central Indiana Small Business Development Center," under the direction of Tara Lane, Small Business Development Center, for the period July 1, 2005 through June 30, 2006.
9. Office of Faith-Based and Community Initiatives, Fund No. 548025 Proposal No. 05-240
An agreement in the amount of \$124,238 has been received from the Office of Faith-Based and Community Initiatives for the project entitled, "AmeriCorps State," under the direction of Nancy Rogers, Center for Public Service & Community Engagement, for the period September 1, 2005 through November 30, 2006.

10. Indiana Academy of Science, Fund No. 548061, Proposal No. 06-048
An agreement in the amount of \$1,345 has been received from the Indiana Academy of Science for the project entitled, "Stress Effects on Antipredator Behavior in Male Tree Lizards, *Urosaurus Ornatus*, with Alternative Reproductive Strategies," under the direction of Maria Thaker, Ecology and Organismal Biology, for the period October 19, 2005 through October 18, 2006.
11. Indiana Academy of Science, Fund No. 548058, Proposal No 06-054
An agreement in the amount of \$1,415 has been received from the Indiana Academy of Science for the project entitled, "Comparing Immune Responses of Juvenile and Adult Northern Fence Lizards, *Sceloporus Undulatus*," under the direction of Zaina Kabange, Ecology and Organismal Biology, for the period October 19, 2005 through October 18, 2006.
12. Indiana Academy of Science, Fund No. 548060, Proposal No. 06-053
An agreement in the amount of \$1,315 has been received from the Indiana Academy of Science for the project entitled, "Maternal Effects on Anti-Predator Behavior in the Fall Field Cricket, *Gryllus Pennsylvanicus*," under the direction of Jonathan Storm, Ecology and Organismal Biology, for the period October 19, 2005 through October 18, 2006.
13. Indiana Academy of Science, Fund No. 548059, Proposal No. 06-050
An agreement in the amount of \$1,520 has been received from the Indiana Academy of Science for the project entitled, "The Relationship Between Parasite Load, Basking Availability, and Social Rank in Painted Turtles (*Chrysemys Picta Marginata*)," under the direction of Jennifer Panek, Life Sciences, for the period October 19, 2005 through October 18, 2006.
14. Lilly Endowment, Inc., Fund No. 548062, Proposal 05-190
An agreement in the amount of \$800,000 has been received from the Lilly Endowment, Inc. for the project entitled, "Sullivan County CAPE Round III," under the direction of Joanne (Jan) Wright, Psychology, for the period September 1, 2005 through September 30, 2010.

15. National Science Foundation, Fund No. 548057, Proposal 05-195
An agreement in the amount of \$491,303 has been received from the National Science Foundation for the project entitled, "The Robert Noyce Scholars Program at Indiana State University," under the direction of Jay Gatrell, Arts and Sciences, for the period October 1, 2005 through September 30, 2009.

16. Indiana Economic Development Corporation & Indiana Small Business Development Center, Fund No. 547972, Proposal 05-238
An agreement in the amount of \$100,303.42 has been received from the Indiana Economic Development Corporation & Indiana Small Business Development Center for the project entitled, "West Central Indiana Small Business Development Center," under the direction of Tara Lane, Small Business Development Center, for the period January 1, 2005 through December 31, 2005.

17. Indiana Department of Education, Fund No. 548032 & 548033, Proposal No. 06-035
An agreement in the amount of \$269,295.10 has been received from the Twenty-First Century Scholars for the project entitled, "West Central Indiana Site for Twenty-First Century Scholars," under the direction of Roberta Allen, 21st Century Center, for the period September 1, 2005 through August 31, 2006.

18. National Council on Economic Education, Fund No. 548047, Proposal No. 06-039
An agreement in the amount of \$1,733 has been received from The National Council on Economic Education for the project entitled, "International Economics in the Primary and Secondary Classrooms," under the direction of John Conant, Economics, for the period October 1, 2005 through January 3, 2006.