

HOLD FOR FIRST AMERICAN TITLE

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FILED

APR 25 1996

**SAM ORLICH
AUDITOR LAKE COUNTY**

FIRST AMENDMENT TO LEASE

by and between

**Document is
NOT OFFICIAL!**

**MUNSTER SCHOOL BUILDING CORPORATION
the Lake County Recorder!
and**

STOP

SCHOOL TOWN OF MUNSTER, LAKE COUNTY, INDIANA

Dated as of March 15, 1996



96027273

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
96 APR 25 AM 10:41
MARGARET C. ORLAND
RECORDER

Cross Reference: This instrument supplements and amends the Lease dated as of September 20, 1995, recorded in the office of the Recorder of Lake County, Indiana, on April 23, 1996, as Number

001609

[Handwritten signature and initials]

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is entered into as of this 15th day of March, 1996, between MUNSTER SCHOOL BUILDING CORPORATION, a corporation organized and existing under Indiana Code 23-17, as lessor (the "Lessor"), and SCHOOL TOWN OF MUNSTER, LAKE COUNTY, INDIANA, a public school corporation existing under the laws of the State of Indiana, as lessee (the "Lessee").

1. The Lessor and the Lessee entered into a Lease on September 20, 1995, as authorized by Indiana Code 21-5-12 et. seq., (the "Lease"); and

2. The Lessor and the Lessee now desire to amend the Lease as follows.

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee agree as follows:

PART I
RENTAL PAYMENTS

Section 2(a) of the Lease is hereby amended to read, in its entirety, as follows:

"2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises at the rate per year during the term of this Lease specified on the Rental Schedule attached hereto as Exhibit B. The first rental installment shall be due on (1) June 28, 1996, if the Lessor acquires the Premises on or before June 28, 1996, or (2) the later of June 28, 1997, or the date on which the Lessor acquires the Premises, if the Lessor acquires the Premises after June 28, 1996, in an amount which provides for rental at the yearly rate so specified from such date until the first June 28 or December 28 following such date. Thereafter, such rental shall be payable in advance in semi-annual installments on June 28 and December 28 of each year. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease. All rentals payable under the terms of this Lease shall be paid by the Lessee to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the first mortgage bonds (the "Bonds") to be issued by the Lessor to provide funds for the project on the Premises. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder."

PART II

EXHIBIT A

Exhibit A to the Lease is hereby amended to read, in its entirety, as set forth on Exhibit A attached hereto.

PART III

REAFFIRMATION OF LEASE

Except as otherwise provided herein, all terms, conditions and provisions of the Lease are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Lessor and Lessee the have executed this First Amendment to Lease as of the date and year first above written.

MUNSTER SCHOOL BUILDING CORPORATION

By: _____

John E. Friend
John E. Friend, President

Attest:

Sarah B. Lasbury
Sarah B. Lasbury, Secretary

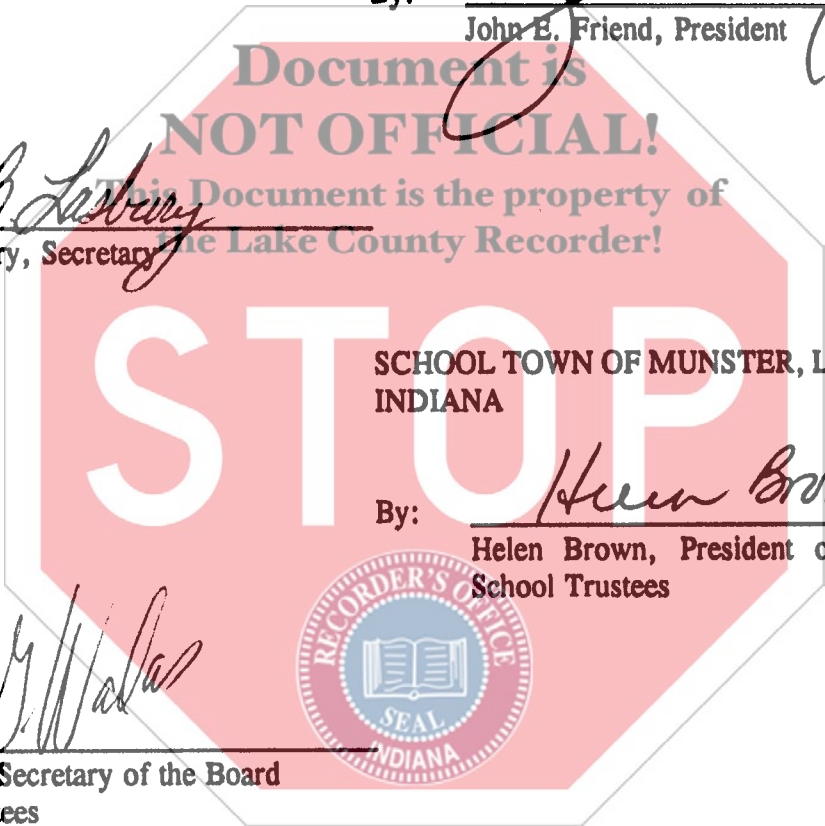
**SCHOOL TOWN OF MUNSTER, LAKE COUNTY,
INDIANA**

By: _____

Helen Brown
Helen Brown, President of the Board of
School Trustees

Attest:

Carrie Wadas
Carrie Wadas, Secretary of the Board
of School Trustees



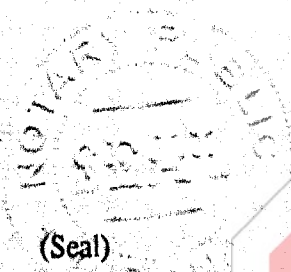
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of March, 1996, personally appeared John E. Friend and Sarah B. Lasbury, personally known to me to be President and Secretary, respectively, of the Munster School Building Corporation, and acknowledged the execution of this First Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

Kay M. Byer
(Written Signature)

KAY M. BYER
(Printed Signature)
Notary Public



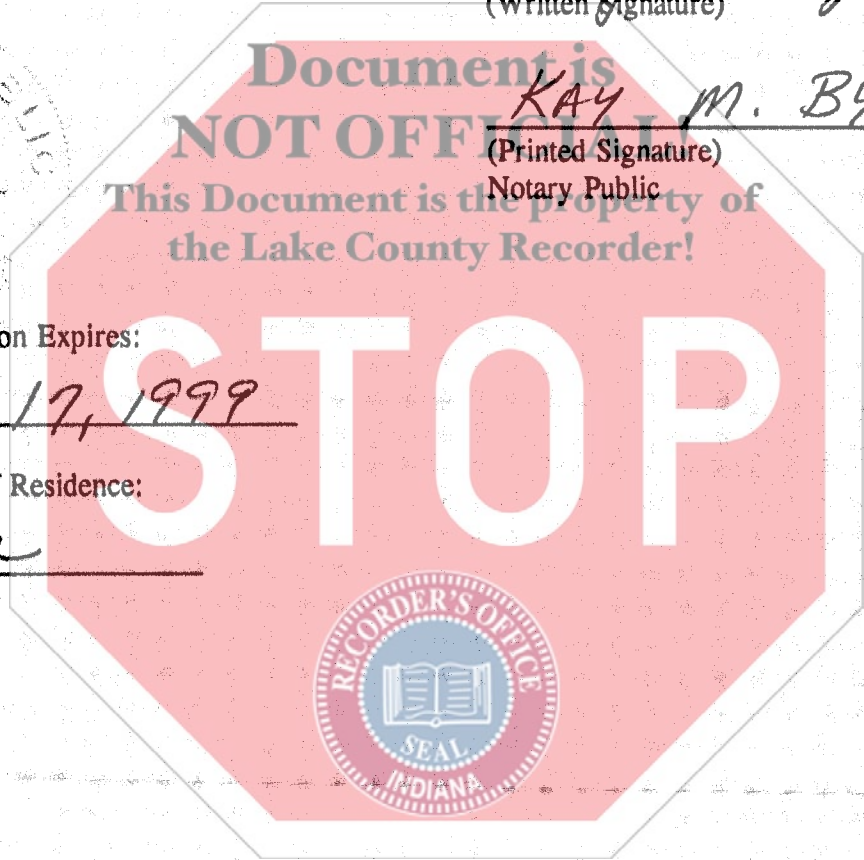
(Seal)

My Commission Expires:

July 17, 1999

My County of Residence:

Lake



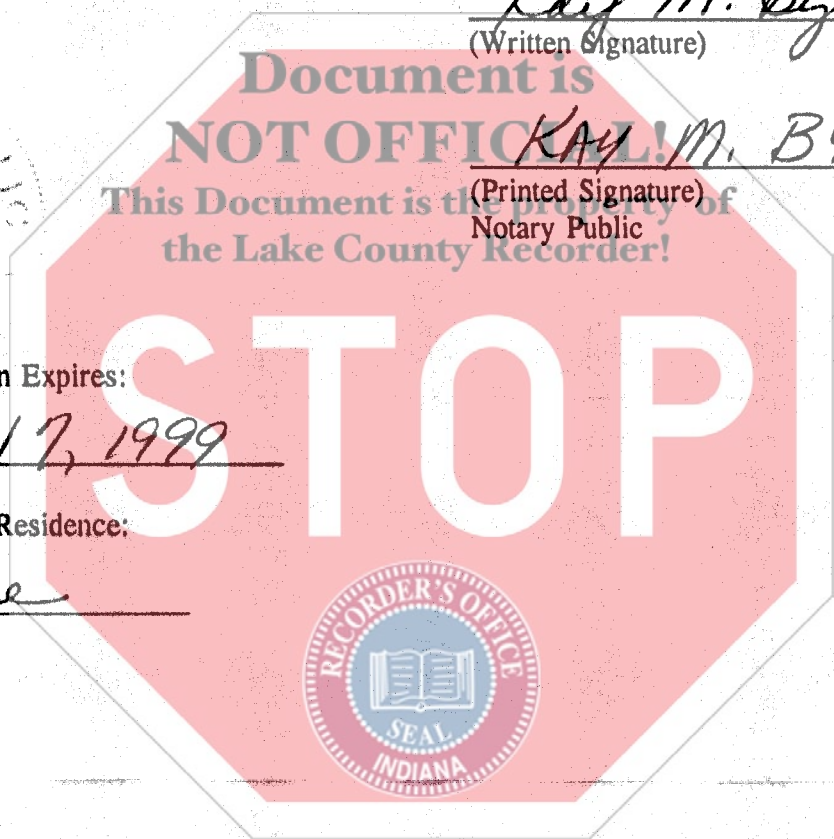
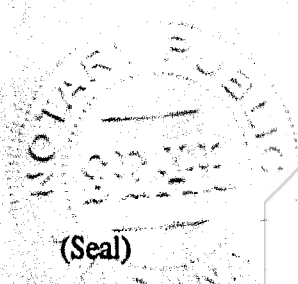
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of March, 1996, personally appeared Helen Brown and Carrie Wadas, personally known to me to be the President and Secretary, respectively, of the Board of School Trustees of the School Town of Munster, Lake County, Indiana, and acknowledged the execution of this First Amendment to Lease for and on behalf of said School Corporation.

WITNESS my hand and notarial seal.

Kay M. Byer
(Written Signature)

KAY M. BYER
(Printed Signature)
Notary Public



(Seal)

My Commission Expires:

July 17, 1999

My County of Residence:

Lake

This instrument was prepared by Jeffery J. Qualkinbush, Attorney-at-Law, 11 South Meridian Street, Suite 1313, Indianapolis, Indiana 46204.

EXHIBIT A

DESCRIPTION

MUNSTER HIGH SCHOOL - PARCEL 8:

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 88 DEGREES 43 MINUTES 07 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 19, 953.25 FEET TO A POINT, SAID POINT BEING 128.04 FEET WEST OF THE NORTH AND SOUTH CENTERLINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 0 DEGREES 56 MINUTES 16 SECONDS EAST ALONG AFORESAID NORTH AND SOUTH LINE, 496.83 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 19, 184.42 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS NORTH, 363.17 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS EAST, 121.50 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS NORTH 131.25 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS EAST, 297.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS NORTH, 125.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 169.0 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS EAST, 25 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS SOUTH, 169.0 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS WEST, 25 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PARCEL 11:

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 88 DEGREES 43 MINUTES 07 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 19, 953.25 FEET TO A POINT, SAID POINT BEING 128.04 FEET WEST OF THE NORTH AND SOUTH CENTERLINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 0 DEGREES 56 MINUTES 16 SECONDS EAST ALONG AFORESAID NORTH AND SOUTH LIEN, 757.0 FEET; THENCE EAST 757.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 19, 69.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH ALONG AN EXTERIOR MASONRY WALL 145.31 FEET TO A POINT OF NON-TANGENCY OF A CIRCULAR CURVED EXTERIOR WALL; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE EXTERIOR LINE OF A CURVED WALL AN ARC LENGTH OF 473.80 FEET TO A POINT OF NON-TANGENCY OF A CIRCULAR CURVED WALL; THENCE NORTHEASTERLY ALONG AN EXTERIOR WALL 7.64 FEET; THENCE EAST ALONG AN EXTERIOR WALL 15.50 FEET; THENCE NORTH ALONG AN EXTERIOR WALL 46.0 FEET; THENCE EAST ALONG AN EXTERIOR WALL 15.47 FEET; THENCE NORTH ALONG AN EXTERIOR WALL 17.00 FEET; THENCE WEST ALONG AN EXTERIOR WALL 21.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE 5.00 FEET; THENCE NORTH ALONG A LINE 85.00 FEET; THENCE EAST ALONG AN EXTERIOR WALL LINE 337.50 FEET; THENCE SOUTH ALONG AN EXTERIOR WALL LINE 169.00 FEET; THENCE CONTINUING SOUTH ALONG AFORESAID LINE PROJECTED SOUTH 125.07 FEET; THENCE WEST ALONG A LINE 282.42 FEET TO A POINT ON AN EXTERIOR CURVED WALL; THENCE SOUTHWESTERLY ALONG AN EXTERIOR CURVED WALL LINE HAVING A RADIUS OF 145.00 FEET AND AN ARC LENGTH OF 188.08 FEET TO A POINT OF NON-TANGENCY INTERSECTING WITH AN EXTERIOR WALL; THENCE SOUTH ALONG AN EXTERIOR WALL 232.98 FEET; THENCE EAST ALONG AN EXTERIOR WALL 31.52 FEET; THENCE NORTH ALONG AN EXTERIOR WALL 46.59 FEET; THENCE EAST ALONG AN EXTERIOR WALL LINE 313.49 FEET; THENCE

SOUTH ALONG AN EXTERIOR WALL LINE 89.55 FEET; THENCE WEST ALONG AN EXTERIOR WALL LINE 100.50 FEET; THENCE SOUTH ALONG AN EXTERIOR WALL LINE 241.27 FEET; THENCE WEST ALONG AN EXTERIOR WALL LINE 75.55 FEET; THENCE NORTH ALONG AN EXTERIOR WALL LINE 222.66 FEET; THENCE WEST ALONG AN EXTERIOR WALL LINE 89.34 FEET; THENCE SOUTH ALONG AN EXTERIOR WALL LINE 24.34 FEET; THENCE EAST ALONG AN EXTERIOR WALL LINE 20.03 FEET; THENCE SOUTH ALONG AN EXTERIOR WALL LINE 97.68 FEET; THENCE SOUTHEASTERLY ALONG AN EXTERIOR WALL LINE 12.35 FEET; THENCE NORTHEASTERLY ALONG AN EXTERIOR WALL LINE 24.57 FEET TO A POINT OF NON-TANGENCY OF A CURVED EXTERIOR WALL; THENCE SOUTHERLY ALONG AN EXTERIOR CURVED WALL LINE 99.45 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTHEASTERLY ALONG AN EXTERIOR WALL LINE 18.78 FEET; THENCE WESTERLY ALONG AN EXTERIOR CIRCULAR CURVED WALL HAVING AN ARC LENGTH OF 159.10 FEET; THENCE NORTHEASTERLY ALONG AN EXTERIOR WALL LINE 28.81 FEET; THENCE NORTHERLY ALONG AN EXTERIOR CURVED WALL LINE HAVING AN ARC LENGTH OF 97.47 FEET; THENCE SOUTHEASTERLY ALONG AN EXTERIOR WALL LINE 23.85 FEET; THENCE NORTHEASTERLY ALONG AN EXTERIOR WALL LINE 7.08 FEET; THENCE NORTHWESTERLY ALONG AN EXTERIOR WALL LINE 3.05 FEET; THENCE NORTH ALONG AN EXTERIOR WALL LINE 152.04 FEET; THENCE WEST ALONG AN EXTERIOR WALL LINE 27.27 FEET; THENCE SOUTH ALONG AN EXTERIOR WALL LINE 42.90 FEET; THENCE SOUTHEASTERLY ALONG AN EXTERIOR WALL LINE 60.11 FEET; THENCE SOUTHWESTERLY ALONG AN EXTERIOR WALL LINE 1.50 FEET; THENCE NORTHWESTERLY ALONG AN EXTERIOR WALL LINE 8.28 FEET; THENCE SOUTHWESTERLY ALONG AN EXTERIOR WALL LINE 22.84 FEET; THENCE SOUTH ALONG AN EXTERIOR WALL LINE 24.20 FEET; THENCE WEST ALONG AN EXTERIOR WALL LINE 149.00 FEET; THENCE NORTH ALONG AN EXTERIOR WALL LINE 122.47 FEET; THENCE EAST ALONG AN

EXTERIOR WALL LINE 43.40 FEET; THENCE NORTH ALONG AN EXTERIOR WALL LINE 141.92 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS PARCEL 6 IN THE PLAT OF LEGAL DESCRIPTION OF MUNSTER HIGH SCHOOL, RECORDED IN PLAT BOOK 50, PAGE 86, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

LEGAL DESCRIPTION PARCEL 12 MECHANICAL BUILDING)

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 88 DEGREES 43 MINUTES 07 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 19, 953.25 FEET TO A POINT, SAID POINT BEING 128.04 FEET WEST OF THE NORTH AND SOUTH CENTERLINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 0 DEGREES 56 MINUTES 16 SECONDS EAST ALONG AFORESAID NORTH AND SOUTH LINE, 757.0 FEET; THENCE EAST 757.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 19, 643.25 FEET; THENCE SOUTH 01 DEGREE 02 MINUTES 20 SECONDS WEST, 49.00 FEET TO THE NORTHEAST CORNER OF AN EXISTING MASONRY BUILDING, BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 02 MINUTES 20 SECONDS WEST ALONG AN EXISTING EXTERIOR WALL LINE 76.15 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 40 SECONDS WEST ALONG AN EXTERIOR WALL LINE OF A BUILDING 72.53 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 20 SECONDS EAST ALONG AN EXTERIOR WALL LINE OF A BUILDING 38.05 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 40 SECONDS EAST ALONG AN EXTERIOR WALL LINE 24.05 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 20 SECONDS EAST ALONG AN EXTERIOR WALL LINE OF A BUILDING 38.00 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 40

SECONDS EAST ALONG AN EXTERIOR WALL LINE OF A BUILDING 48.48 FEET TO THE
POINT OF BEGINNING.

