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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 015002

LEASE MODIFICATION AGREEMENT

2006 FEB 24 PM 4:22

Agreement entered into by and between **THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA**, hereinafter called Landlord, and **NSA V LIMITED PARTNERSHIP**, (FKA NSA V, AKA GARY NSA V) an Indiana limited partnership, hereinafter called Tenant

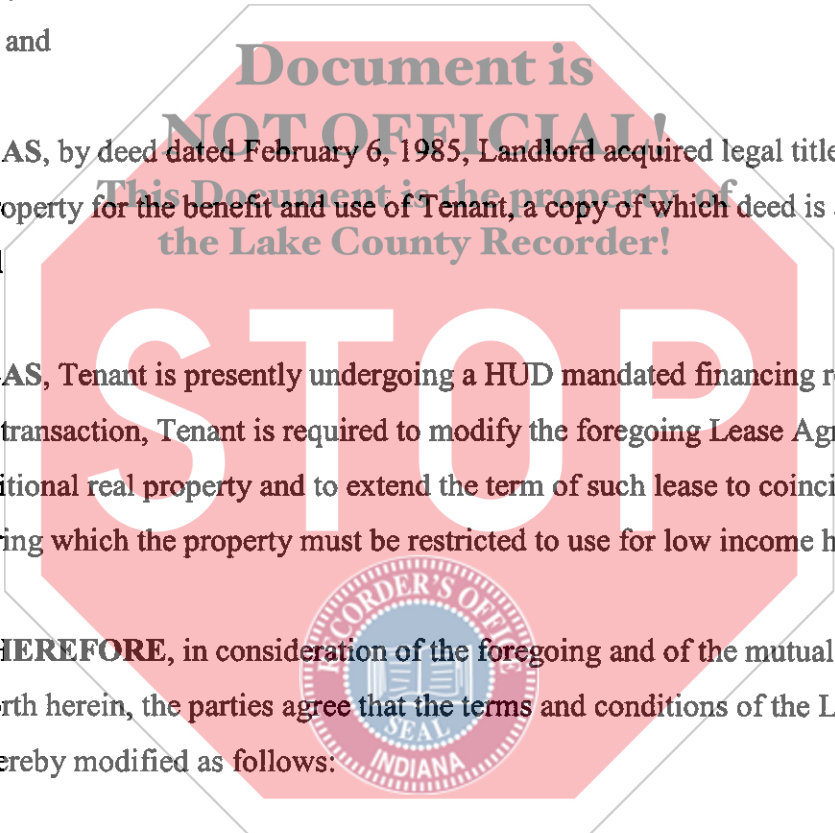
WITNESSETH:

WHEREAS, by Lease Agreement dated June 14, 1983 (the "Lease Agreement") the parties entered into a lease with option to purchase certain real property as described on Exhibit A attached hereto, a Memorandum of which was recorded as Instrument No. 712348, Lake County, Indiana, and

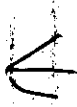
WHEREAS, by deed dated February 6, 1985, Landlord acquired legal title to certain additional real property for the benefit and use of Tenant, a copy of which deed is attached hereto as Exhibit B, and

WHEREAS, Tenant is presently undergoing a HUD mandated financing restructure and pursuant to such transaction, Tenant is required to modify the foregoing Lease Agreement to include such additional real property and to extend the term of such lease to coincide with the term of years during which the property must be restricted to use for low income housing,

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and obligations set forth herein, the parties agree that the terms and conditions of the Lease Agreement are hereby modified as follows:



METROPOLITAN - IN, L.L.C.
2803 BOILERMAKER C
SUITE C
VALPARAISO, IN 46383
(219) 477-1819



2700
55662
07

127750

1. "Premises" as defined in Paragraph 1 of the Lease Agreement and as referred to thereafter in various provisions of the Lease Agreement is modified to include the real and personal property as described in the Lease Agreement together with the real property described in Exhibit B attached hereto together with all paving and other site improvements thereon.

2. The term of the Lease Agreement is hereby modified and extended to a term of fifty-three and one-half (53 1/2) years beginning June 13, 1983 and extending through December 31, 2036.

3. The rental payment for the lease term is hereby modified and agreed to be the sum of Fifty-four Dollars (\$54.00) payable in fifty-four equal annual installments of One and No/100 Dollars (\$1.00) payable of the first (1st) day of July, 1983 and on the First (1st) day of each succeeding July during the term of the Lease Agreement as herein extended.

4. The Premises subject to a certain option to purchase granted by Landlord to Tenant pursuant to Paragraph 2 of the Lease Agreement is hereby modified to include the Premises as defined in this Lease Modification Agreement. The option purchase price remains unchanged.

5. Landlord acknowledges that Tenant is in compliance with the Lease Agreement as of the date of execution of the Lease Modification Agreement.

6. The Lease Agreement as modified herein is hereby ratified and confirmed by the parties.

7. This LEASE MODIFICATION AGREEMENT may be executed by the parties in counterpart copies which collectively will comprise one fully executed agreement.

IN WITNESS WHEREOF, the parties have executed the within agreement effective the 22nd day of February, 2006.

IN WITNESS WHEREOF, the parties have executed the within agreement effective the

22nd day of February, 2006.

LANDLORD:

The Housing Authority of the City of Gary, Indiana
578 Broadway
Gary, Indiana 46402

BY: Estelle W Brooks
Authorized Officer

Attest:

Terry Brown Collins

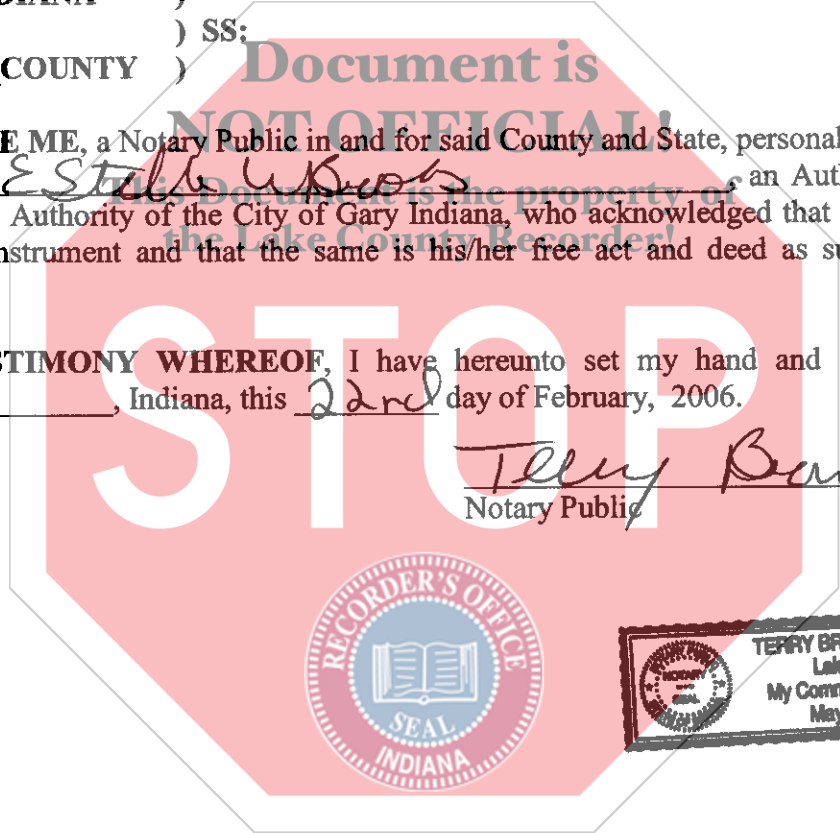
STATE OF INDIANA)

Lake COUNTY) SS:

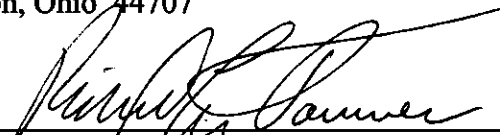
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Estelle W Brooks an Authorized Officer of The Housing Authority of the City of Gary Indiana, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed as such Authorized Officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Gary, Indiana, this 22nd day of February, 2006.

Terry Brown Collins
Notary Public



TENANT:
NSA V LIMITED PARTNERSHIP, an Indiana
limited partnership
121 - 14th St. S.E.
Canton, Ohio 44707

BY: 
NAME: Richard L. Farmer
General Partner

STATE OF OHIO)
) SS:
COUNTY OF STARK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Richard L. Farmer, a General Partner of NSA V LIMITED PARTNERSHIP, an Indiana limited partnership, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed as such General Partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 22 day of February, 2006.

Document is NOT OFFICIAL!
This Document is the property of
the Lake County, Ohio
Notary Public!

THIS INSTRUMENT PREPARED BY:

Rex W. Miller, Attorney at Law
Lesh, Casner & Miller
606 Belden Whipple Building
4150 Belden Village Street N.W.
Canton, Ohio 44718

C:\R W MNSA.Housing Authority.Lease Modification Agreement.doc



REX W. MILLER, ATTORNEY
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.



Exhibit A

712348

712348

6/14/83

MEMORANDUM OF LEASE

This is the memorandum of that certain unrecorded lease dated as of June 13, 1982, between The Housing Authority of the City of Gary, Indiana, lessor, and NSA V, lessee, concerning the premises described in Exhibit "A", attached hereto and made a part hereof by reference.

For good and valuable consideration, lessor leases the premises, together with all easements, rights, improvements, and appurtenances from time to time constructed thereon, to lessee, and lessee hires the same from lessor, for the term and under the provisions contained in the above-mentioned unrecorded lease, which unrecorded lease is incorporated in this memorandum by this reference.

The term of the lease is to commence June 13, 1983, and will run for a term of not to exceed fifty (50) years ending no later than June 13, 2033.

Lessee has an option to purchase the demised premises as stated in the unrecorded lease. The option expires on June 13, 2033.

This memorandum is not a complete summary of the lease. Provisions in the memorandum shall not be used in interpreting the lease provisions. In the event of conflict between the memorandum and the unrecorded lease, the unrecorded lease shall control.

IN WITNESS WHEREOF, the parties have executed this memorandum on May 26, 1983.

LESSEE:
NSA V, an Indiana
limited partnership

By _____
General Partner

LESSOR:
The Housing Authority of the
City of Gary, Indiana

By *[Signature]*
Authorized Officer



STATE OF INDIANA
SS
COUNTY OF ELKHART

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared GERALD P. GUNN, known to me and known to me to be a General Partner of NSA V, an Indiana limited partnership, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation, being duly authorized so to do, this 26th day of May, 1983.

[Signature]
KAND W. NUSSON
Notary Public
Residing in ELKHART County
State of Indiana

My Commission Expires:

May 16, 1983

STATE OF INDIANA
SS
COUNTY OF ELKHART

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared THEODORE C. DAVIS, known to me and known to me to be an authorized officer of The Housing Authority of the City of Gary, Indiana, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation, being duly authorized so to do, this 10th day of June, 1983.

STOP
This Document is the property of
the Lake County Recorder!
[Signature]
KAND W. NUSSON
Notary Public
Residing in ELKHART County
State of Indiana

My Commission Expires:

May 16, 1986

5.10.2.9

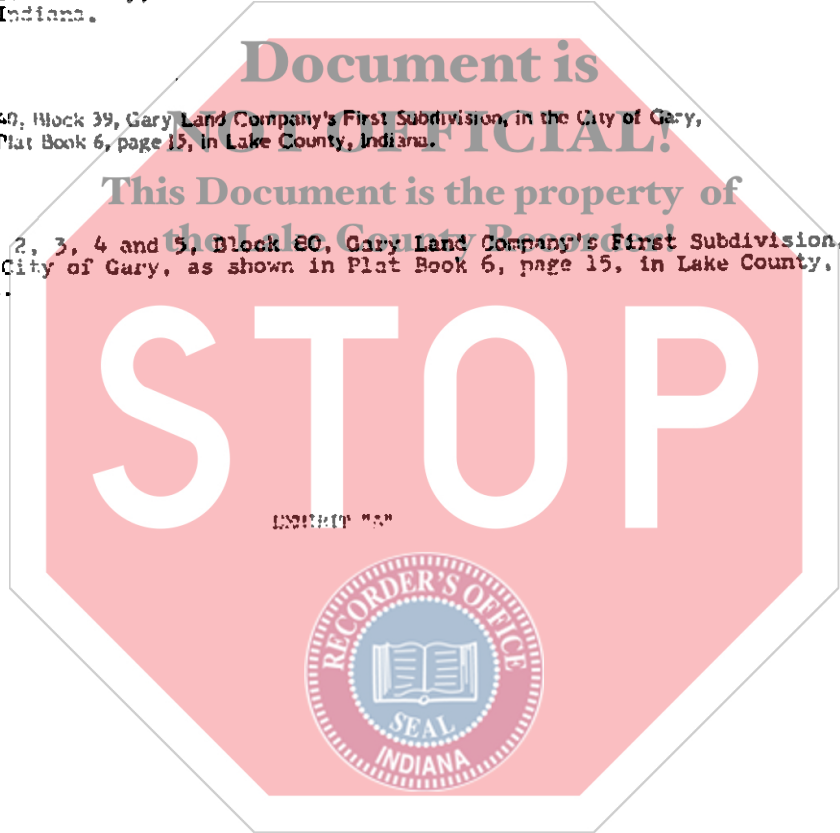


Lots 26 and 27, Block 80, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.

Lots 19 and 20, Block 42, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.

Lots 39 and 40, Block 39, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.

Lots 1, 2, 3, 4 and 5, Block 20, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, page 15, in Lake County, Indiana.



This instrument & property by force of the same is hereby returned to the Recorder of Lake County, Indiana, on the 11th day of August, 1911.

732329

#4-800481-00

Approximate: Grant to, North American
Edmunds, Michigan
Michael Edmunds 210 N. 4th St
Suite 402
1st floor, South St
Elkhart, Indiana 46516

QUIT-CLAIM DEED A-55317

This instrument witnesses that NSA V, an Indiana limited Partnership, of 136 E. Fifth Street, Michigan City, Indiana (6360), (Grantor)

of LaPorte County in the State of Indiana,

Releases and Quit-Claims to The Housing Authority of the city of Gary, Indiana, of 578 Broadway, Genesis Towers, Second Floor, Gary, Indiana, 46402. Attention: Ed Sosak, Executive Director.

of Lake County in the State of Indiana
for and in consideration of One Dollar and other good and valuable consideration,
the receipt whereof is hereby acknowledged, the following Real Estate in Lake County
in the State of Indiana, to wit:

Lot 6 and 7, both inclusive, Block 80 in Gary Land Company's First Subdivision in the City of Gary, as per plat thereof recorded in Plat Book 6, Page 15, in the Office of the Recorder, Lake County, Indiana.

Together with all of grantor's right, title and interest in and to vacated Alley No. 6 West from the south right-of-way line of West 3th Avenue to the north right-of-way line of Alley No. 5-A South, adjacent to the east property line of Lot No. 5 and the west property line of Lot No. 6 in said Block No. 80, which Alley was vacated per Ordinance No. 5956 recorded November 26, 1984 in said Recorder's Office.

subject to easements and restrictions of record.

This ~~IS~~ **NOT TAXABLE** the property of the Lake County Recorder!

FEB 15 2008

STOP

State of Indiana, Elkhart County, ss
before me, the undersigned, a Notary Public in and for said County and State, the City of Elkhart, IN 5, personally appeared:

Gerald F. Gulling, General Partner of NSA V, an Indiana limited Partnership, personally known to me,

Dated this 15th day of February, 2008.

NSA V, an Indiana limited Partnership
By Gerald F. Gulling, General Partner



Wendy W. Nilsson
Residing in Elkhart County, Indiana
Signed by the law office of Wendy W. Nilsson, 131 N. Franklin St., Suite 402, Elkhart, Indiana 46516
(219) 294-5541

RECORDED BY THE STATE OF INDIANA

Exhibit B

Prescribed by the
State Board of Accounts
(2005)

County form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Sherry Meiss
Signature of Declarant

Sherry Meiss
Printed Name of Declarant