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**Second Addendum to Lease Between  
Gary Redevelopment Authority, as Lessor,  
and City of Gary, Indiana, Redevelopment Commission**

THIS SECOND ADDENDUM TO LEASE, made and entered into as of May 1, 2007 (the "Addendum"), between the GARY REDEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 (the "Authority") and the CITY OF GARY, INDIANA, REDEVELOPMENT COMMISSION, the governing body of the City of Gary Department of Redevelopment and the Redevelopment District of the City of Gary, Indiana (the "Lessee"), acting for and on behalf of the City of Gary, Indiana.

WITNESSETH:

WHEREAS, the Authority and Lessee have entered into a lease dated as of November 1, 2003, which was recorded in the office of the Recorder of Lake County, Indiana (the "Recorder"), as Document Number 2004-107699, as amended by a First Addendum to Lease dated December 17, 2004, which was recorded in the office of the Recorder as Document Number 2005-046196 (together, the "Lease");

WHEREAS, the Authority has acquired certain property located at 839 Broadway, Gary, Indiana, and commonly referred to as the Sears Building (the "Sears Building"); and

WHEREAS, the Authority and the Lessee desire to amend the Lease to include the Sears Building as part of the Project (as defined in the Lease) to be leased by the Authority to the Lessee.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED, AND STIPULATED by the undersigned that:

1. The following sentence in Section 3(a) of the Lease that states:

During the term of this Lease, the Lessee agrees to pay an annual rental amount not to exceed Five Million Seven Hundred Forty Thousand Eight Hundred Fifty and 00/100 Dollars (\$5,740,850.00) for said premises as set forth in Section 4 hereof.

is amended by replacing the sentence with the following:

During the term of this Lease, the Lessee agrees to pay an annual rental amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000.00) for said premises as set forth in Section 4 hereof.

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#106871  
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PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

**24685**

2. The following sentence in Section 1 of the Lease that states:

"Bank Documents" means the Financial Covenant and Bond Purchase Agreement, the Amended and Restated Funding Agreement, the First Amendment to the 2001 Reimbursement Agreement, the First Amendment to the 2002 Reimbursement Agreement, and the Assignment of Rents, dated as of December 1, 2004, by and among the Bank, the Commission, the Authority and the City.

is amended by replacing the sentence with the following:

"Bank Documents" means (i) the Financial Covenant and Bond Purchase Agreement, the Amended and Restated Funding Agreement, the First Amendment to the 2001 Reimbursement Agreement, the First Amendment to the 2002 Reimbursement Agreement, and the Assignment of Rents, dated as of December 1, 2004, as those documents may be amended, by and among the Bank, the Commission, the Authority and the City and (ii) the Financial Covenant and Bond Purchase Agreement by and among the Bank, the Commission, the Authority and the City, with respect to the 2007 Bonds (as defined herein).

3. The following sentence in Section 1 of the Lease that states:

"Bonds" means the Gary Redevelopment Authority Lease Rental Revenue Refunding Bonds, Series 2004A (Public Facility Refunding Project) and the Gary Redevelopment Authority Taxable Lease Rental Revenue Refunding Bonds, Series 2004B (Stadium Refunding Project).

is amended by replacing the sentence with the following:

"Bonds" means the Gary Redevelopment Authority Lease Rental Revenue Refunding Bonds, Series 2004A (Public Facility Refunding Project), the Gary Redevelopment Authority Taxable Lease Rental Revenue Refunding Bonds, Series 2004B (Stadium Refunding Project) and the Gary Redevelopment Authority Lease Rental Revenue Bonds, Series 2007 (Sears Project) (the "2007 Bonds").

4. The following sentence in Section 1 of the Lease that states:

"Project" means the acquisition and lease of the real estate (including all right-of-way easements contained therein) in Lake County, Indiana, all as described in Exhibit B hereto,

including the building or buildings located thereon and known as the former Mercy Hospital which now serves as a public safety and police headquarters building and the newly constructed minor league baseball stadium.

is amended by replacing the sentence with the following:

"Project" means the acquisition and lease of the real estate (including all right-of-way easements contained therein) in Lake County, Indiana, all as described in Exhibit B hereto, including the building or buildings located thereon and known as the former Mercy Hospital which now serves as a public safety and police headquarters building, the newly constructed minor league baseball stadium and the former Sears Building.

5. Exhibit B of the Lease is hereby amended and restated in its entirety as follows:

### REAL PROPERTY DESCRIPTION

The Project is located on the following described real estate:

A. The property commonly known as the U.S. Steelyard Baseball Stadium located at One Stadium Plaza, at the intersection of 5th Avenue and Pennsylvania Avenue, Gary, Indiana, more particularly described as follows:

Lots 11 to 25, both inclusive, in Block 108 in Gary Land Company's First Subdivision, as per plat thereof, recorded in Plat Book 6 page 15, in the Office of the Recorder of Lake County, Indiana.

Lot 26 in Block 109 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 of Lake County, Indiana, excepting therefrom the following:

Beginning at the Northeast corner of said Lot 26; thence South 00 degrees 19 minutes 17 seconds East 5.00 feet along the East boundary of said Lot; thence North 77 degrees 22 minutes 19 seconds West 22.31 feet to the North boundary of said Lot; thence North 89 degrees 40 minutes 43 seconds East 21.75 feet along said North boundary to the point of beginning.

Lots 27 to 40, both inclusive, in Block 109 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 of Lake County, Indiana.

Lots 1 to 10, both inclusive in Block 109 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 of Lake County, Indiana.

Lots 11 to 24, both inclusive in Block 109 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 of Lake County, Indiana.

A part of Lot 25 in Block 109 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 of Lake County, Indiana, described as follows: Beginning at the West line of said Lot at a point South 00 degrees 19 minutes 17 seconds East 7.77 feet from the Northwest corner of said lot; thence North 25 degrees 54 minutes 29 seconds East 3.94 feet; thence Southeasterly 125.29 feet along an arc to the right and having a radius of 1,059.32 feet and subtended by a long chord having a bearing of South 80 degrees 10 minutes 51 seconds East and a length of 125.21 feet to the East line of said lot; thence South 00 degrees 19 minutes 17 seconds East 3.71 feet along said East line to the Southeast corner of said lot; thence South 89 degrees 40 minutes 43 seconds West 125.00 feet along the South line of said lot to the Southwest corner of said lot; thence North 00 degrees 19 minutes 17 seconds West 22.23 feet along the West line of said lot to the point of beginning.

The North 1/2 of Lot 13 in Block 1, except that part lying within Fourth Avenue, in Gary Land Company's 12th Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 13, page 29, in the Office of Recorder of Lake County, Indiana.

The North 22-1/2 feet of Lot 12 and the South 15 feet of Lot 13, in Block 1, Gary Land Company's Twelfth Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 13 page 29, in the Office of the Recorder of Lake County, Indiana.

Lot 11 and the South 7 1/2 feet of Lot 12, Block 1, Gary Land Company's Twelfth Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 13 page 29, in the Office of the Recorder of Lake County, Indiana.

Lots 1 to 10, both inclusive, Block 1, Gary Land Company's Twelfth Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 13 page 29, in the Office of the Recorder of Lake County, Indiana.

Lots 1 to 10, both inclusive, Block 110, Gary Land Company's 1st Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 6 page 15, in the Office of the Recorder of Lake County, Indiana.

The South 13 feet of Lots 19, Lots 20 to 28, both inclusive, Block 1, in Gary Land Company's 12th Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 13 page 29, in the Office of the Recorder of Lake County, Indiana.

The North 12 feet of Lot 19 and that part of Lot 17 and Lot 18, lying South of a line 60 feet from and parallel to the Southerly right-of-way line of the Chicago, Lake Shore and South Bend Railroad, in Block 1, in Gary Land Company's 12th

Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 13 page 29, in the Office of the Recorder of Lake County, Indiana.

All of Lot 9, and that part of Lots 10 and 11 in Block 2, in Gary Land Company's 12th Subdivision in the City of Gary, as per plat thereof, recorded in Plat Book 13 page 29, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Beginning at the Southwest corner of said Lot 10 and running; thence North along the West line of said Lots 10 and 11 a distance of 33.53 feet more or less to the Southwesterly line of Dunes Highway; thence Southeasterly along said Southwesterly line of said Highway a distance of 114.74 feet more or less to the intersection of said Southwesterly line of said Highway with a South line of said Lot 10; thence West 109.73 feet more or less to the place of beginning, in the City of Gary, Lake County, Indiana.

Lots 1 to 8, both inclusive in Block 2, Gary Land Company's 12th Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 13 page 29, in the Office of the Recorder of Lake County, Indiana.

Lots 1 to 10, both inclusive and the West 5 feet of Lot 11, in Block 111, 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 of Lake County, Indiana.

The part of Lot 12 and 13 in Block 2, which lies Southerly of a line described as follows: Beginning at a point on the West line of said Lot 12, which is 19.22 feet North of the Southwest corner thereof and running thence Southeasterly to a point on the East line of said Lot 13, which is 9.49 feet North of the Southeast corner thereof, in Gary Land Company's Twelfth Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 13 page 29, in the Office of the Recorder of Lake County, Indiana.

Lots 14 to 20, both inclusive, Block 2, Gary Land Company's Twelfth Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 13 page 29, in the Office of the Recorder of Lake County, Indiana.

B. The property commonly known as the Public Safety Facility located at 555 Polk Street, Gary, Indiana, more particularly described as follows:

Lots 11 to 40, both inclusive in Block 74 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 of Lake County, Indiana, and the vacated North-South alley and adjacent to said lots and the East 1/2 of vacated Polk Street adjacent to said Lots 26 to 40, both inclusive.

Lots 11 to 40, both inclusive in Block 73 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 of Lake County, Indiana, and the vacated



alley lying adjacent said Lots 13 to 38, both inclusive and the West 1/2 of vacated Polk Street lying adjacent to said Lots 11 to 25, both inclusive.

Lots 1 to 10, both inclusive, and the vacated alley lying between Lots 5 and 6, in Block 74, 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 of Lake County, Indiana, and the East half of vacated Polk Street adjacent to Lot 1.

Lots 26 to 40, both inclusive, in Block 75, 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 of Lake County, Indiana.

C. The property commonly known as the Sears Building located at 839 Broadway, Gary, Indiana, more particularly described as follows:

Lots 4 to 15, both inclusive, Block 12, Gary Land Company's First Subdivision, in the City of Gary, as shown in Plat Book 6, Page 15, in Lake County, Indiana.

6. The amendments to the Lease as set forth in this Second Addendum to Lease shall be effective as of the date of this Second Addendum to Lease and all remaining terms, covenants, and conditions set forth in the Lease shall remain in full force and effect.



IN WITNESS WHEREOF, the undersigned have caused this Second Addendum to Lease to be executed for and on their behalf on the day and year first hereinabove written.

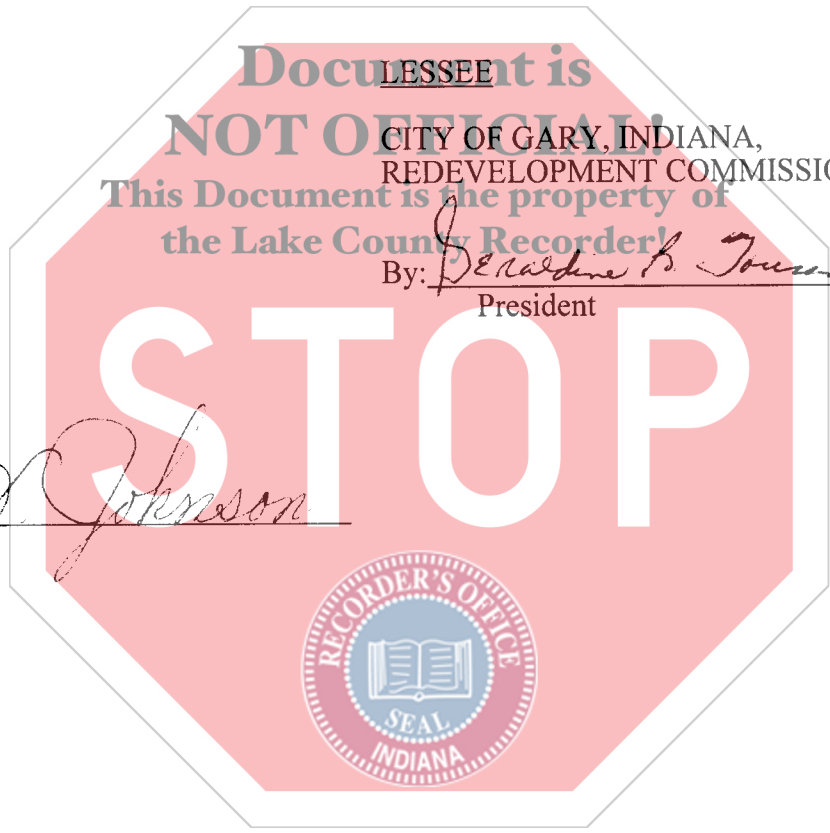
LESSOR

GARY REDEVELOPMENT AUTHORITY

By: [Signature]  
President

ATTEST:

[Signature]  
Secretary-Treasurer



ATTEST:

[Signature]  
Secretary

*(Signature Page to Second Addendum to Lease)*

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

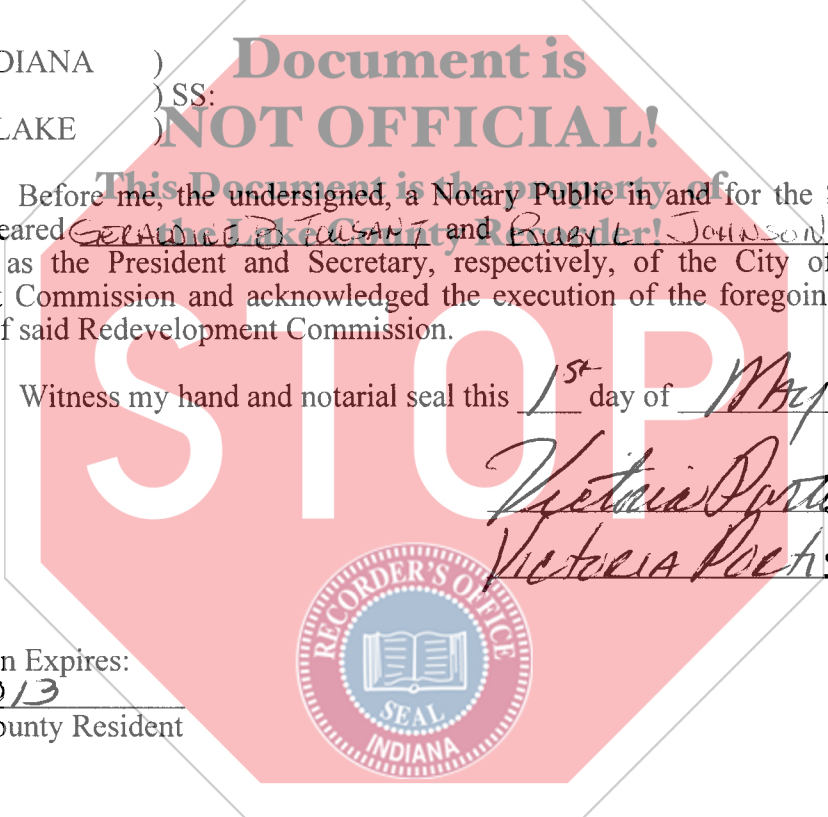
Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared JOHN E. VINZANT and ARLENE D. COVIA personally known to me as the President and Secretary, respectively, of the Gary Redevelopment Authority, and acknowledged the execution of the foregoing Addendum for and on behalf of said Authority.

Witness my hand and notarial seal this 1<sup>st</sup> day of May, 2007.

Victoria Poetis Ward  
Notary Public  
Victoria Poetis Ward  
Printed

My Commission Expires:  
10-24-2013  
Lake County Resident

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )



Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared SERAPHINE D. FAUSANT and RUBY L. JOHNSON, personally known to me as the President and Secretary, respectively, of the City of Gary, Indiana, Redevelopment Commission and acknowledged the execution of the foregoing Addendum for and on behalf of said Redevelopment Commission.

Witness my hand and notarial seal this 1<sup>st</sup> day of May, 2007.

Victoria Poetis Ward  
Notary Public  
Victoria Poetis Ward  
Printed

My Commission Expires:  
10-24-2013  
Lake County Resident

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gabriel Bender

This instrument was prepared by Gabriel Bender, Baker & Daniels LLP, 300 North Meridian Street, Suite 2700, Indianapolis, Indiana 46204.

(Notary Page to Second Addendum to Lease)