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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 DEC 28 AM 11:32

MICHAEL A. BROWN  
RECORDER

LEASE AGREEMENT

between

CEDAR LAKE REDEVELOPMENT AUTHORITY

LESSOR

and

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,  
REDEVELOPMENT COMMISSION

LESSEE

Dated as of October 30, 2007



**NON-TAXABLE**

025634

DEC 28 2007

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this 30th day of October, 2007, by and between the CEDAR LAKE REDEVELOPMENT AUTHORITY (the "Lessor"), a separate body corporate and politic organized and existing under Indiana Code 36-7-14.5 as an instrumentality of the Town of Cedar Lake, Indiana (the "Town"), and the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REDEVELOPMENT COMMISSION (the "Lessee"), the governing body of the Town of Cedar Lake, Indiana Department of Redevelopment acting for and on behalf of the Town.

### WITNESSETH:

WHEREAS, the Town has created the Lessor under and in pursuance of the provisions of Indiana Code 36-7-14, Indiana Code 36-7-14.5 and Indiana Code 36-7-25 (collectively, the "Act"), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and redevelopment and economic development projects;

WHEREAS, the Town has created the Lessee to undertake redevelopment and economic development in the Town in accordance with the Act;

WHEREAS, in accordance with Resolution No. 2002-01, adopted by the Lessee on February 4, 2002, the Lessee has designated a certain area in the Town known as the "Morse Street and 133<sup>rd</sup> Avenue Economic Development Area" (the "Morse Street and 133<sup>rd</sup> Avenue Economic Development Area") as an "economic development area" under the Act, and approved an economic development plan for the Morse Street and 133<sup>rd</sup> Avenue Economic Development Area (the "Morse Street Economic Development Plan");

WHEREAS, in accordance with Resolution No. 99-01, adopted by the Lessee on September 13, 1999, as modified and corrected by Resolution No. 00-01, adopted by the Lessee on February 14, 2000, and as further amended, the Lessee has designated a certain area in the Town known as the "133<sup>rd</sup> and Wicker Avenue Economic Development Area" (the "Wicker Avenue Economic Development Area" and together with the Morse Street and 133<sup>rd</sup> Avenue Economic Development Area, the "Economic Development Areas") as an "economic development area" under the Act, and approved an economic development plan for the 133<sup>rd</sup> and Wicker Avenue Economic Development Area (the "Wicker Avenue Economic Development Plan" and together with the Morse Street Economic Development Plan, the "Plan");

WHEREAS, to foster economic development and redevelopment in the Town, the Lessor, and the Lessee desire to provide for the construction of, among others, the improvements set forth on Exhibit A hereto (collectively, the "Projects"), which are located in or directly serve or benefit the Economic Development Areas;

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating public improvements;

WHEREAS, the costs of the acquisition or construction of the Projects will be paid from proceeds of bonds, to be issued by the Lessor in the estimated principal amount of approximately Three Million Five Hundred Thousand Dollars (\$3,500,000) (the “Bonds”);

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Authority relating to the Bonds to be issued by the Lessor to finance the Projects;

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described in Exhibit B (such real estate, together with any roads or other improvements that, on the date hereof, are located thereon, collectively, the “Real Estate”), and such interests shall be for a term no less than the term of this Lease;

WHEREAS, the Lessor has acquired or constructed or will acquire or construct the Projects (the Real Estate and the Projects on the Real Estate, collectively, the “Leased Premises”) and will acquire any Projects completed before the issuance of the Bonds by the Lessor to pay for the Projects;

WHEREAS, the total cost of the Projects, including, but not limited to, costs of acquisition of the Real Estate, construction of improvements, architects’ and engineers’ fees, consultants’ services, legal and financing expenses, certain expenses of operation of the Lessor during construction, interest during construction and repayment of any funds advanced by the Town or Lessee to meet preliminary expenses necessary to be paid prior to the issuance of the Bonds by the Lessor, is estimated to be approximately Three Million Five Hundred Thousand Dollars (\$3,500,000);

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to IC 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Projects will serve the public purpose of the Town and is in the best interests of its residents, and the Town Council of the Town has by ordinance approved this Lease, and the ordinance has been entered in the official records of the Town Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Projects will serve the public purpose of the Town and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by resolution, and the resolution has been entered in the official records of the Lessor.

THIS AGREEMENT WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee all of the Lessor’s right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date the Lessor acquires an interest in the Leased Premises and ending on the day prior to a date not later than seventeen (17) years after such date of acquisition by the Lessor. However, the term of this Lease will terminate at

the earlier of (a) the exercise by the Lessee of the option to purchase the Leased Premises pursuant to Section 11 and the payment of the option price, or (b) the payment or defeasance of all Bonds issued (i) to finance the cost of the Leased Premises, (ii) to refund all or a portion of such Bonds, (iii) to refund all or a portion of such refunding bonds, or (iv) to improve the Leased Premises; provided that no bonds or other obligations of the Lessor issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises, as described in Exhibit A, may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

2. Lease Rental. (a) Fixed Rental Payments. The Lessee agrees to pay rental for the Leased Premises at a rate per year during the term of the Lease not to exceed Four Hundred Thirteen Thousand Dollars (\$413,000), payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Real Estate together with that portion of the Projects which are complete and ready for use by the Lessee at the time such semi-annual installment is made. The first rental installment shall be due no earlier than July 15, 2008. Thereafter, such rental shall be payable in advance in semi-annual installments on January 15 and July 15 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.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on August 1, rounded up to the next One Thousand Dollars (\$1,000), together with incidental costs in each year in an amount to be determined at the time the Bonds are sold for the purpose of paying annual trustee fees and related costs, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Real Estate together with that portion of the Projects which are complete and ready for use by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the

Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds ("Code"), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The annual rentals set forth in Section 2(a) hereof and the Additional Rentals shall be payable solely from a special benefits tax received by the Lessee under Indiana Code 36-7-14-27, as amended (the "Special Benefits Tax Revenues"). The Lessee may pay the annual rentals and the Additional Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee, provided, however, the Lessee shall be under no obligation to pay any annual rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the Special Benefits Tax Revenues received by the Lessee.

3. Payment of Rentals. All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture"), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. Abatement of Rent. If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Lessor to restore and reconstruct that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or reconstruction more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or

occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

5. Maintenance, Alterations and Repairs. The Lessee may enter into agreements with one or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. Insurance. During the full term of this Lease, the Lessee shall, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or

- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. General Covenant. The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the Town and all other proper governmental authorities.

9. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All officers, members, employees and agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the

Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor's and the Lessee's commitments made herein. In particular, all or any members or officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with if the Lessee receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

10. Option to Renew. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

11. Option to Purchase. The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of that indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the Town) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the Leased Premises to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title



searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. Transfer to Lessee. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the Town) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Cedar Lake Redevelopment Authority, Attention: President, Cedar Lake Town Hall, 7408 Constitution Avenue, Cedar Lake, Indiana 46303; (b) to Lessee: Town of Cedar Lake, Lake County, Indiana, Redevelopment Commission, Attention: President, Cedar Lake Town Hall, 7408 Constitution Avenue, Cedar Lake, Indiana 46303. In addition, a copy of any notice provided to either party under this Lease shall be provided to the Clerk-Treasurer of the Town at: Clerk-Treasurer, Cedar Lake Town Hall, 7408 Constitution Avenue, Cedar Lake, Indiana 46303.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. Successors or Assigns. All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

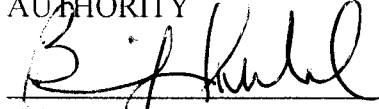
16. Construction of Covenants. The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.



IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

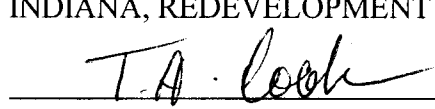
LESSOR:

CEDAR LAKE REDEVELOPMENT  
AUTHORITY

  
\_\_\_\_\_  
Brian Kubal, President

LESSEE:

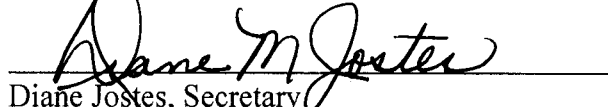
TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, REDEVELOPMENT COMMISSION

  
\_\_\_\_\_  
Tim Cook, President

ATTEST:

  
\_\_\_\_\_  
Stacy Brooks, Secretary-Treasurer

ATTEST:

  
\_\_\_\_\_  
Diane Jostes, Secretary



This instrument was prepared by Philip J. Faccenda, Jr., Barnes & Thornburg LLP, 100 North Michigan, South Bend, Indiana 46601.

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF LAKE                    )

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared Brian Kubal and Stacy Brooks, personally known to be the President and Secretary-Treasurer, respectively, of the Cedar Lake Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this 31 day of October, 2007.

Catherine Sheehy  
\_\_\_\_\_  
(Written Signature)

(Seal)

CATHERINE SHEEHY  
\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

April 2, 2014

My county of residence is:

Lake



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared Tim Cook and Diane Jostes, personally known to be the President and Secretary, respectively, of the Town of Cedar Lake, Lake County, Indiana, Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this 31 day of Oct, 2007.

Catherine Sheehy  
(Written Signature)

(Seal)

CATHERINE SHEEHY  
(Printed Signature)  
Notary Public

My Commission expires:

April 2, 2014

My county of residence is:

Lake

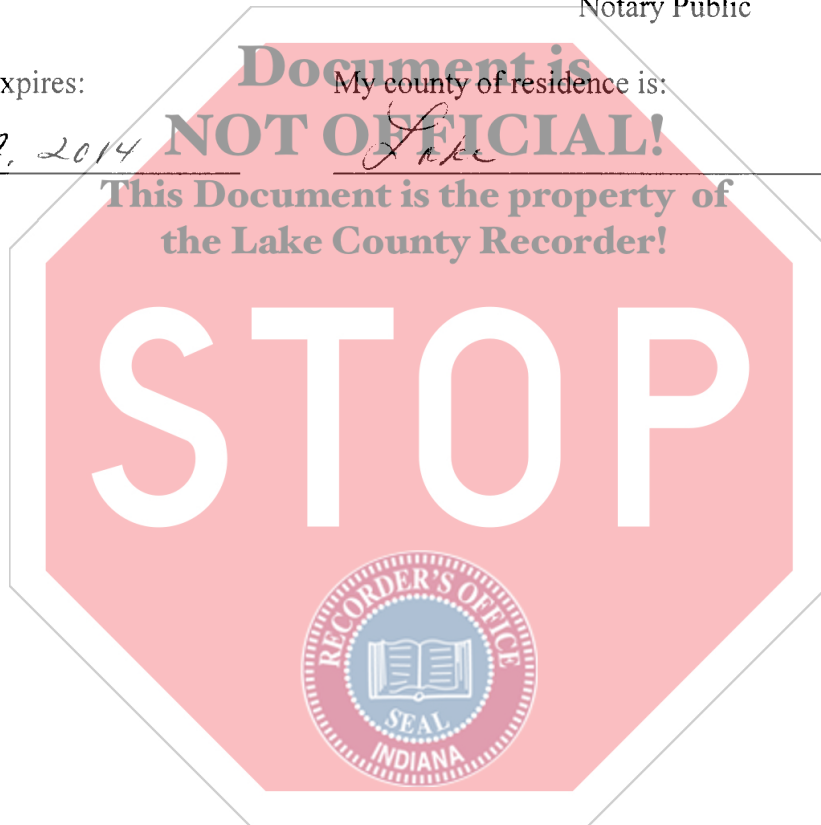


EXHIBIT A

DESCRIPTION OF PROJECTS

The acquisition of right-of-way for and construction of all or a portion of road and street improvements for the following roads and streets in the Town of Cedar Lake, Indiana:

- 129<sup>th</sup> Avenue from Fairbanks Street to Colfax Street
- 130<sup>th</sup> Avenue from Fairbanks Street to Colfax Street
- Colfax Street from 129<sup>th</sup> Avenue south to end of Colfax Street
- 131<sup>st</sup> Avenue from Fairbanks Street to Colfax Street
- 136<sup>th</sup> Place from Ivy Avenue to Drummond Avenue
- Orchard Street from Binyon Avenue to 140<sup>th</sup> Avenue
- Wheeler Court from 131<sup>st</sup> Avenue south to end of Wheeler Court cul-de-sac
- Stevenson Court from 131<sup>st</sup> Avenue south to end of Stevenson Court cul-de-sac
- Hobart Court from 131<sup>st</sup> Avenue south to end of Hobart Court cul-de-sac
- 133<sup>rd</sup> Place from Morse Street to Rocklin Street
- Reeder Road from 149<sup>th</sup> Avenue to 147<sup>th</sup> Avenue
- 126<sup>th</sup> Avenue from West Town Limits to Wicker Avenue
- 127<sup>th</sup> Avenue/Vermillion Drive from Cline Avenue to Fairbanks Street
- 143<sup>rd</sup> Lane from Morse Street to Lake Shore Drive
- 143<sup>rd</sup> Place from Morse Street to west end of 143<sup>rd</sup> Place
- Surprise Street from 143<sup>rd</sup> Place to 143<sup>rd</sup> Avenue
- Poplar Street from 143<sup>rd</sup> Place to south end of Poplar Street
- 131<sup>st</sup> Place from Marquette Street to Polk Street
- Truman Circle from Grimm Street to west end of Truman Circle
- Huseman Street from 138<sup>th</sup> Place to 140<sup>th</sup> Avenue
- 136<sup>th</sup> Place from Morse Street to Cedar Street
- Harding Boulevard from Marquette Street to Dodge Street
- 129<sup>th</sup> Place from Murton Street to Fulton Street
- Fulton Street from 129<sup>th</sup> Place to south end of Fulton Street
- 131<sup>st</sup> Avenue from Lake Shore Drive to Polk Street
- Marquette Street from Lake Shore Drive to 132<sup>nd</sup> Place
- 131<sup>st</sup> Lane from Marquette Street to east end of 131<sup>st</sup> Lane
- 132<sup>nd</sup> Avenue from Marquette Street to Polk Street

(collectively, the "Projects").

EXHIBIT B

DESCRIPTION OF REAL ESTATE

Those following parcels of real estate, consisting of portions of roads and streets, the common addresses for which are set forth below, in the Town of Cedar Lake, Indiana:

- E 129<sup>th</sup> Avenue from Fairbanks Street to Colfax Street
- E 130<sup>th</sup> Avenue from Fairbanks Street to Colfax Street
- E Colfax Street from 129<sup>th</sup> Avenue south to end of Colfax Street
- E 131<sup>st</sup> Avenue from Fairbanks Street to Colfax Street
- W 136<sup>th</sup> Place from Ivy Avenue to Drummond Avenue
- E Orchard Street from Binyon Avenue to 140<sup>th</sup> Avenue
- E Wheeler Court from 131<sup>st</sup> Avenue south to end of Wheeler Court cul-de-sac
- E Stevenson Court from 131<sup>st</sup> Avenue south to end of Stevenson Court cul-de-sac
- E Hobart Court from 131<sup>st</sup> Avenue south to end of Hobart Court cul-de-sac
- E 133<sup>rd</sup> Place from Morse Street to Rocklin Street
- E Reeder Road from 149<sup>th</sup> Avenue to 147<sup>th</sup> Avenue
- W 126<sup>th</sup> Avenue from West Town Limits to Wicker Avenue
- E 127<sup>th</sup> Avenue/Vermillion Drive from Cline Avenue to Fairbanks Street
- E 143<sup>rd</sup> Lane from Morse Street to Lake Shore Drive
- E 143<sup>rd</sup> Place from Morse Street to west end of 143<sup>rd</sup> Place
- E Surprise Street from 143<sup>rd</sup> Place to 143<sup>rd</sup> Avenue
- E Poplar Street from 143<sup>rd</sup> Place to south end of Poplar Street
- W 131<sup>st</sup> Place from Marquette Street to Polk Street
- W Truman Circle from Grimm Street to west end of Truman Circle
- W Huseman Street from 138<sup>th</sup> Place to 140<sup>th</sup> Avenue
- E 136<sup>th</sup> Place from Morse Street to Cedar Street
- W Harding Boulevard from Marquette Street to Dodge Street
- E 129<sup>th</sup> Place from Murton Street to Fulton Street
- E Fulton Street from 129<sup>th</sup> Place to south end of Fulton Street
- W 131<sup>st</sup> Avenue from Lake Shore Drive to Polk Street
- W Marquette Street from Lake Shore Drive to 132<sup>nd</sup> Place
- W 131<sup>st</sup> Lane from Marquette Street to east end of 131<sup>st</sup> Lane
- W 132<sup>nd</sup> Avenue from Marquette Street to Polk Street

more particularly described on the following seven (7) pages (collectively, the "Real Estate"):

**FOR THOSE PARCELS LOCATED ON THE EAST SIDE OF CEDAR LAKE:**

**127<sup>th</sup> Avenue/Vermillion Drive from Cline Avenue to Fairbanks Street:** Beginning at the intersection of the north right-of-way line of 127<sup>th</sup> Avenue/Vermillion Drive and the east right-of-way line of Cline Avenue; thence northeasterly along said north right-of-way line to the west right-of-way line of Fairbanks Street; thence south to the intersection of the south right-of-way line of 127<sup>th</sup> Avenue/Vermillion Drive and the west right-of-way line of Fairbanks Street; thence southwesterly along the said south right-of-way line to the east right-of-way line of Cline Avenue; thence north to the place of beginning, located in the North Half of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**129<sup>th</sup> Place from Murton Street to Fulton Street:** Beginning at the intersection of the north right-of-way line of 129<sup>th</sup> Place and the west right-of-way line of Murton Street; thence east along said north right-of-way line to the west right-of-way line of Fulton Street extended north; thence south to the intersection of the south right-of-way line of 129<sup>th</sup> Place and the west right-of-way line of Fulton Street; thence west along the said south right-of-way line extended west to the west right-of-way line of Murton Street; thence north to the place of beginning, located in the Southwest Quarter of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Fulton Street from 129<sup>th</sup> Place to south end of Fulton Street:** Beginning at the intersection of the north right-of-way line of 129<sup>th</sup> Place and the west right-of-way line of Fulton Street extended north; thence south along said west right-of-way line to the south end of west right-of-way line for Fulton Street; thence east to the south end of the east right-of-way line for Fulton Street; thence north along the said east right-of-way line to the intersection of the north right-of-way line of 129<sup>th</sup> Place and the east right-of-way line of Fulton Street; thence west to the place of beginning, located in the Southeast Quarter of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**129<sup>th</sup> Avenue from Fairbanks Street to Colfax Street:** Beginning at the intersection of the north right-of-way line of 129<sup>th</sup> Avenue and the east right-of-way line of Fairbanks Street; thence east along said north right-of-way line to the west right-of-way line of Colfax Street extended north; thence south to the intersection of the south right-of-way line of 129<sup>th</sup> Avenue and the west right-of-way line of Colfax Street; thence west along the said south right-of-way line to the east right-of-way line of Fairbanks Street; thence north to the place of beginning, located in the Southeast Quarter of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**130<sup>th</sup> Avenue from Fairbanks Street to Colfax Street:** Beginning at the intersection of the north right-of-way line of 130<sup>th</sup> Avenue and the east right-of-way line of Fairbanks Street; thence east along said north right-of-way line to the west right-of-way line of Colfax Street; thence south to the intersection of the south right-of-way line of 130<sup>th</sup> Avenue and the west right-of-way line of Colfax Street; thence west along the said south right-of-way line to the east right-of-way line of Fairbanks Street; thence north to the place of beginning, located in the Southeast Quarter of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.



**131<sup>st</sup> Avenue from Fairbanks Street to Colfax Street:** Beginning at the intersection of the north right-of-way line of 131<sup>st</sup> Avenue and the east right-of-way line of Fairbanks Street; thence east along said north right-of-way line to the west right-of-way line of Colfax Street; thence south to the intersection of the south right-of-way line of 131<sup>st</sup> Avenue and the west right-of-way line of Colfax Street; thence west along the said south right-of-way line to the east right-of-way line of Fairbanks Street; thence north to the place of beginning, located in the Southeast Quarter of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Colfax Street from 129<sup>th</sup> Avenue south to end of Colfax Street:** Beginning at the intersection of the north right-of-way line of 129<sup>th</sup> Avenue and the west right-of-way line of Colfax Street extended north; thence south along said west right-of-way line to the south end of west right-of-way line for Colfax Street; thence east to the south end of the east right-of-way line for Colfax Street; thence north along the said east right-of-way line to the intersection of the north right-of-way line of 129<sup>th</sup> Avenue and the east right-of-way line of Colfax Street; thence west to the place of beginning, located in the Southeast Quarter of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Wheeler Court from 131<sup>st</sup> Avenue south to end of Wheeler Court cul-de-sac:** Beginning at the intersection of the south right-of-way line of 131<sup>st</sup> Avenue and the west right-of-way line of Wheeler Court; thence south along said west right-of-way line to the intersection with a circular curve concave to the north with a radius of fifty (50) feet; thence counterclockwise along said circular curve to the intersection with the east right-of-way line for Wheeler Court; thence north along the said east right-of-way line to the intersection of the south right-of-way line of 131<sup>st</sup> Avenue and the east right-of-way line of Wheeler Court; thence west to the place of beginning, located in the Southeast Quarter of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Stevenson Court from 131<sup>st</sup> Avenue south to end of Stevenson Court cul-de-sac:** Beginning at the intersection of the south right-of-way line of 131<sup>st</sup> Avenue and the west right-of-way line of Stevenson Court; thence south along said west right-of-way line to the intersection with a circular curve concave to the north with a radius of fifty (50) feet; thence counterclockwise along said circular curve to the intersection with the east right-of-way line for Stevenson Court; thence north along the said east right-of-way line to the intersection of the south right-of-way line of 131<sup>st</sup> Avenue and the east right-of-way line of Stevenson Court; thence west to the place of beginning, located in the Southeast Quarter of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Hobart Court from 131<sup>st</sup> Avenue south to end of Hobart Court cul-de-sac:** Beginning at the intersection of the south right-of-way line of 131<sup>st</sup> Avenue and the west right-of-way line of Hobart Court; thence south along said west right-of-way line to the intersection with a circular curve concave to the north with a radius of fifty (50) feet; thence counterclockwise along said circular curve to the intersection with the east right-of-way line for Hobart Court; thence north along the said east right-of-way line to the intersection of the south right-of-way line of 131<sup>st</sup> Avenue and the east right-of-way line of Hobart Court; thence west to the place of beginning,

located in the Southeast Quarter of Section 23 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**133<sup>rd</sup> Place from Morse Street to Rocklin Street:** Beginning at the intersection of the north right-of-way line of 133<sup>rd</sup> Place and the east right-of-way line of Morse Street; thence east along said north right-of-way line to the east right-of-way line of Rocklin Street; thence south to the intersection of the south right-of-way line of 133<sup>rd</sup> Place extended east and the east right-of-way line of Morse Street; thence west along the said south right-of-way line to the east right-of-way line of Morse Street; thence north to the place of beginning, located in the Northeast Quarter of Section 26 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**136<sup>th</sup> Place from Morse Street to Cedar Street:** Beginning at the intersection of the north right-of-way line of 136<sup>th</sup> Place and the west right-of-way line of Morse Street; thence west along said north right-of-way line extended west to the west right-of-way line of Cedar Street; thence southeasterly along said west right-of-way line to the south right-of-way line of 136<sup>th</sup> Place; thence west along the said south right-of-way line to the east right-of-way line of Morse Street; thence north to the place of beginning, located in the Northwest Quarter of Section 26 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Orchard Street from Binyon Avenue to 140<sup>th</sup> Avenue:** Beginning at the intersection of the southerly right-of-way line of Binyon Avenue and the westerly right-of-way line of Orchard Street; thence southwesterly along said westerly right-of-way line to the north right-of-way line of 140<sup>th</sup> Avenue; thence east to the intersection of the easterly right-of-way line of Orchard Street and the north right-of-way line of 140<sup>th</sup> Avenue; thence northeasterly along the said easterly right-of-way line to the southerly right-of-way line of Binyon Avenue; thence westerly to the place of beginning, located in the Southwest Quarter of Section 26 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**143<sup>rd</sup> Place from Morse Street to west end of 143<sup>rd</sup> Place:** Beginning at the intersection of the north right-of-way line of 143<sup>rd</sup> Place and the west right-of-way line of Morse Street; thence west along said north right-of-way line to the west end of the right-of-way for 143<sup>rd</sup> Place; thence south to the west end of the south right-of-way line for 143<sup>rd</sup> Place; thence east along the said south right-of-way line to the west right-of-way line of Morse Street; thence north to the place of beginning, located in the Northwest Quarter of Section 35 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**143<sup>rd</sup> Lane from Morse Street to Lake Shore Drive:** Beginning at the intersection of the north right-of-way line of 143<sup>rd</sup> Lane and the west right-of-way line of Morse Street; thence west along said north right-of-way line to the east right-of-way line of Lake Shore Drive; thence south to the intersection of the east right-of-way line of Lake Shore Drive and the south right-of-way line of 143<sup>rd</sup> Lane; thence east along the said south right-of-way line to the west right-of-way line of Morse Street; thence north to the place of beginning, located in the Northwest Quarter of Section 35 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Surprise Street from 143<sup>rd</sup> Place to 143<sup>rd</sup> Avenue:** Beginning at the intersection of the south right-of-way line of 143<sup>rd</sup> Place and the west right-of-way line of Surprise Street; thence southwesterly along said west right-of-way line to the north right-of-way line of 143<sup>rd</sup> Lane; thence east to the intersection of the east right-of-way line of Surprise Street and the north right-of-way line of 143<sup>rd</sup> Lane; thence northeasterly along the said east right-of-way line to the south right-of-way line of 143<sup>rd</sup> Place; thence west to the place of beginning, located in the Northwest Quarter of Section 35 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Poplar Street from 143<sup>rd</sup> Place to south end of Poplar Street:** Beginning at the intersection of the south right-of-way line of 143<sup>rd</sup> Place and the west right-of-way line of Poplar Street; thence south along said west right-of-way line to the south end of the right-of-way for Poplar Street; thence east to the south end of the east right-of-way line of Poplar Street; thence north along the said east right-of-way line to the south right-of-way line of 143<sup>rd</sup> Place; thence west to the place of beginning, located in the Northwest Quarter of Section 35 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Reeder Road from 149<sup>th</sup> Avenue to 147<sup>th</sup> Avenue:** Beginning at the intersection of the north right-of-way line of 149<sup>th</sup> Avenue and the west right-of-way line of Reeder Road; thence northeasterly along said west right-of-way line to the north right-of-way line of 147<sup>th</sup> Avenue extended west; thence east to the intersection of the north right-of-way line of 147<sup>th</sup> Avenue and the east right-of-way line of Reeder Road; thence southwesterly along the said east right-of-way line to the north right-of-way line of 149<sup>th</sup> Avenue; thence north to the place of beginning, located in the Southeast Quarter of Section 35 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.



**FOR THOSE PARCELS LOCATED ON THE WEST SIDE OF CEDAR LAKE:**

**126<sup>th</sup> Avenue from West Town Limits to Wicker Avenue:** Beginning at the intersection of the north right-of-way line of 126<sup>th</sup> Avenue and the east line of the Northeast Quarter of Section 20, said line also being the west Town limit; thence east along said north right-of-way line to the west right-of-way line of Wicker Avenue, also designated as U.S. Route 41; thence south to the intersection of the south right-of-way line of 126<sup>th</sup> Avenue and the west right-of-way line of Wicker Avenue; thence west along said south right-of-way line to the intersection of said south right-of-way line with said west Town limit; thence north to the place of beginning, located in the Northeast Quarter of Section 20 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**136<sup>th</sup> Place from Ivy Avenue to Drummond Avenue:** Beginning at the intersection of the north right-of-way line of 136<sup>th</sup> Place and the east right-of-way line of Ivy Avenue; thence west along said north right-of-way line to the east right-of-way line of Drummond Avenue; thence south to the intersection of the south right-of-way line of 136<sup>th</sup> Avenue and the east right-of-way line of Drummond Avenue; thence west along said south right-of-way line to the intersection of said south right-of-way line and the east right-of-way line of Ivy Avenue; thence north to the place of beginning, located in the Northeast Quarter of Section 28 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**131<sup>st</sup> Avenue from Lake Shore Drive to Polk Street:** Beginning at the intersection of the north right-of-way line of 131<sup>st</sup> Avenue and the easterly right-of-way line of Lake Shore Drive; thence southeasterly along said north right-of-way line to the east right-of-way line of Polk Street; thence south to the intersection of the south right-of-way line of 131<sup>st</sup> Avenue and the east right-of-way line of Polk Street; thence northwesterly along said south right-of-way line to the intersection of said south right-of-way line and the easterly right-of-way line of Lake Shore Drive; thence northeasterly to the place of beginning, located in the South Half of Section 22 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**131<sup>st</sup> Place from Marquette Street to Polk Street:** Beginning at the intersection of the north right-of-way line of 131<sup>st</sup> Place and the easterly right-of-way line of Marquette Street; thence northeasterly along said north right-of-way line to the east right-of-way line of Polk Street; thence south to the intersection of the south right-of-way line of 131<sup>st</sup> Place and the east right-of-way line of Polk Street; thence southeasterly along said south right-of-way line to the intersection of said south right-of-way line and the easterly right-of-way line of Marquette Street; thence northerly to the place of beginning, located in the South Half of Section 22 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**131<sup>st</sup> Lane from Marquette Street to east end of 131<sup>st</sup> Lane:** Beginning at the intersection of the north right-of-way line of 131<sup>st</sup> Lane and the easterly right-of-way line of Marquette Street; thence easterly along said north right-of-way line to the east end of the right-of-way line for 131<sup>st</sup> Lane; thence south to the south end of the south right-of-way line of 131<sup>st</sup> Lane; thence westerly along said south right-of-way line to the intersection of said south right-of-way line and the easterly right-of-way line of Marquette Street; thence northerly to the place of beginning, located in the South Half of

Section 22 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**132<sup>nd</sup> Avenue from Marquette Street to Polk Street:** Beginning at the intersection of the north right-of-way line of 132<sup>nd</sup> Avenue and the easterly right-of-way line of Marquette Street; thence easterly along said north right-of-way line to the east right-of-way line of Polk Street; thence south to the intersection of the south right-of-way line of 132<sup>nd</sup> Avenue extended west and the east right-of-way line of Polk Street; thence westerly along said south right-of-way line to the intersection of said south right-of-way line and the easterly right-of-way line of Marquette Street; thence northerly to the place of beginning, located in the South Half of Section 22 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Marquette Street from Lake Shore Drive to 132<sup>nd</sup> Place:** Beginning at the intersection of the easterly right-of-way line of Marquette Street and the southerly right-of-way line of Lake Shore Drive; thence south along said easterly right-of-way line to the south right-of-way line of 132<sup>nd</sup> Place; thence west to the intersection of the south right-of-way line of 132<sup>nd</sup> Place and the westerly right-of-way line of Marquette Street; thence north along said westerly right-of-way line to the intersection of said westerly right-of-way line and the southerly right-of-way line of Lake Shore Drive; thence northeasterly to the place of beginning, located in the South Half of Section 22 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Truman Circle from Grimm Street to west end of Truman Circle:** Beginning at the intersection of the northerly right-of-way line of Truman Circle and the easterly right-of-way line of Grimm Street; thence easterly along said northerly right-of-way line to the west end of the right-of-way line for Truman Circle; thence south to the west end of the southerly right-of-way line Truman Circle; thence westerly along said southerly right-of-way line to the intersection of said southerly right-of-way line and the east right-of-way line of Grimm Street extended south; thence northeasterly to the place of beginning, located in the South Half of Section 22 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Harding Boulevard from Marquette Street to Dodge Street:** Beginning at the intersection of the northerly right-of-way line of Harding Boulevard and the westerly right-of-way line of Marquette Street; thence southwest along said northerly right-of-way line to the easterly right-of-way line of Dodge Street; thence southeasterly to the intersection of the southerly right-of-way line of Harding Boulevard and the easterly right-of-way line of Dodge Street; thence northwesterly along said southerly right-of-way line to the intersection of said southerly right-of-way line and the easterly right-of-way line of Marquette Street; thence northerly to the place of beginning, located in the South Half of Section 22 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.

**Huseman Street from 138<sup>th</sup> Place to 140<sup>th</sup> Avenue:** Beginning at the intersection of the westerly right-of-way line of Huseman Street and the south right-of-way line of 138<sup>th</sup> Place; thence southeasterly along said westerly right-of-way line to the north right-of-way line of 140<sup>th</sup> Avenue; thence east to the intersection of the north right-of-way line of 140<sup>th</sup> Avenue extended east and the easterly right-of-way line of Huseman Street; thence northwesterly along said easterly right-of-way line to the intersection of said easterly right-of-way line and the south right-of-way line of 138<sup>th</sup> Place

extended east; thence west to the place of beginning, located in the Southeast Quarter of Section 27 Township 34 North Range 9 West of the Second Principal Meridian in Lake County, Indiana.



EXHIBIT C

ADDENDUM TO LEASE BETWEEN CEDAR LAKE REDEVELOPMENT AUTHORITY, LESSOR AND TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between Cedar Lake Redevelopment Authority (the "Lessor"), and Town of Cedar Lake, Lake County, Indiana, Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of \_\_\_\_\_, 2007 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

CEDAR LAKE REDEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
President

ATTEST:

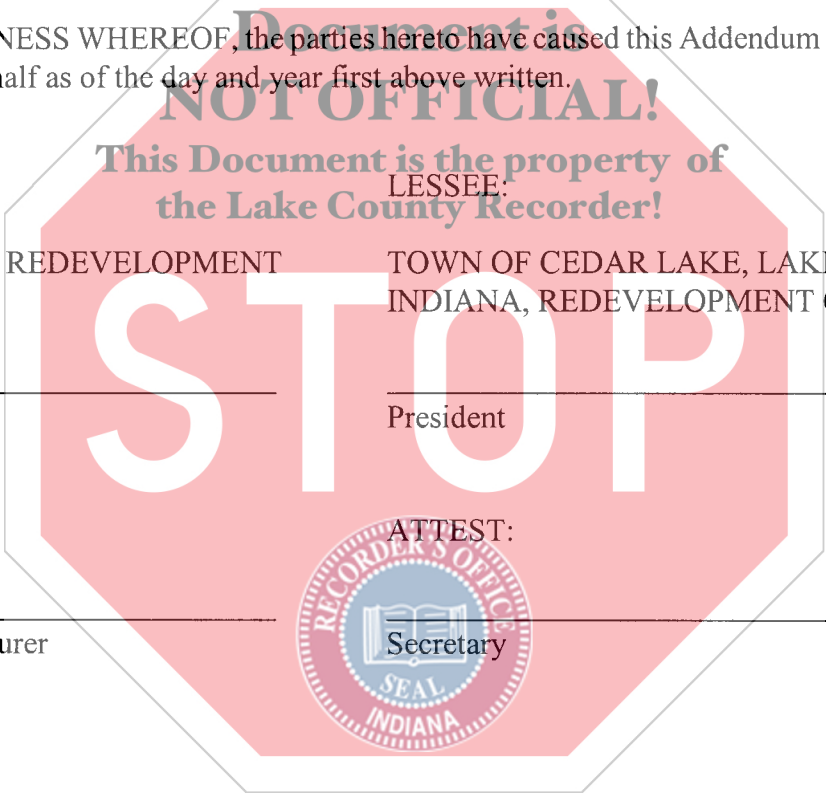
\_\_\_\_\_  
Secretary-Treasurer

LESSEE:

TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, REDEVELOPMENT COMMISSION

\_\_\_\_\_  
President

ATTEST:



This instrument was prepared by Philip J. Faccenda, Jr., Barnes & Thornburg LLP, 100 North Michigan, South Bend, Indiana 46601.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to be the President and Secretary-Treasurer, respectively, of the Cedar Lake Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(Seal) \_\_\_\_\_  
(Written Signature)  
\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires: \_\_\_\_\_ My county of residence is: \_\_\_\_\_  
\_\_\_\_\_





STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to be the President and Secretary, respectively, of the Town of Cedar Lake, Lake County, Indiana, Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:



Appendix I to Addendum to Lease

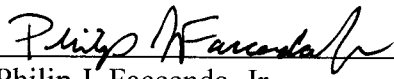
Rental Schedule

Payment Date

Amount



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.

  
Philip J. Faccenda, Jr.