

6

AMENDMENT TO LEASE

Between

HANOVER MIDDLE SCHOOL BUILDING CORPORATION

And

HANOVER COMMUNITY SCHOOL CORPORATION

2008 046485

WHEREAS, Hanover Middle School Building Corporation, an Indiana corporation, as lessor (hereinafter called "Lessor"), and Hanover Community School Corporation, a school corporation existing under the laws of the State of Indiana and located in Lake County, as lessee (hereinafter called "Lessee"), did heretofore on February 14, 2008, enter into a Lease of real estate described on Exhibit A attached hereto (hereinafter referred to as the "Lease");

WHEREAS, the Lessor and Lessee desire to move forward on the high school portion of the Lease Premises; and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the name of the financial institution selected to serve as Trustee under the Trust Indenture between it and the Lessor; and, now therefore

IT IS AGREED by and between the Lessor and the Lessee that the Lease made and executed between them shall be amended as follows effective immediately:

- 1. The first paragraph of Section 2 of the Lease shall be replaced with the following:

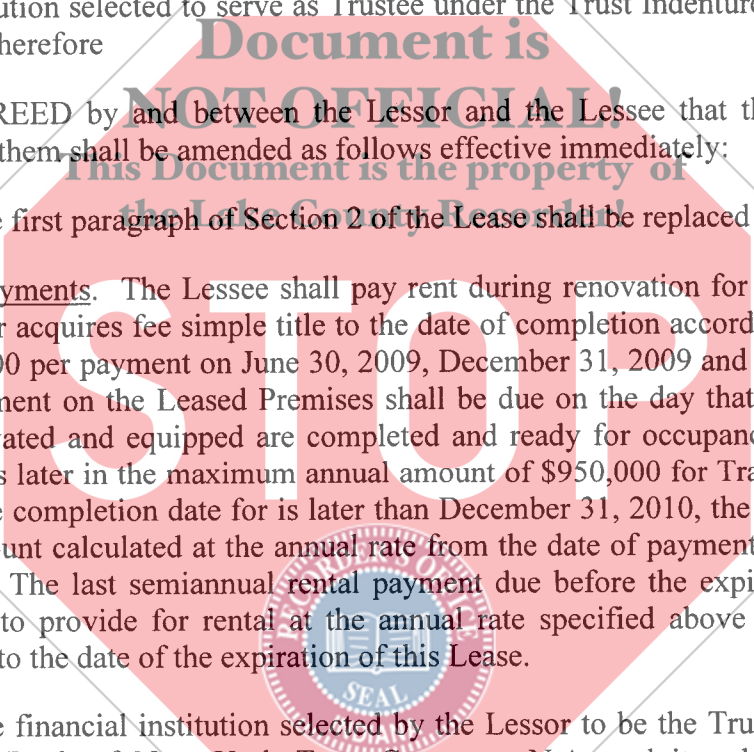
"Rental Payments. The Lessee shall pay rent during renovation for use of Tract I from the date the Lessor acquires fee simple title to the date of completion according to the following schedule: \$475,000 per payment on June 30, 2009, December 31, 2009 and June 30, 2010. The first rental installment on the Leased Premises shall be due on the day that the buildings to be constructed, renovated and equipped are completed and ready for occupancy or December 31, 2010, whichever is later in the maximum annual amount of \$950,000 for Tract I and \$2,615,000 for Tract II. If the completion date for is later than December 31, 2010, the first rental payment shall be in an amount calculated at the annual rate from the date of payment to the next June 30 or December 31. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the annual rate specified above from the date such installment is due to the date of the expiration of this Lease.

- 2. The financial institution selected by the Lessor to be the Trustee under the Trust Indenture is The Bank of New York Trust Company, N.A. and its address for notices is Attention: Corporate Trust Department, 300 North Meridian Street, Suite 910, Indianapolis, Indiana 46204.

- 3. Section 2 of the Lease is amended by adding at the end thereof new paragraphs as follows:

22/5H
GSPB
Grantee's Address

→ 9520 W. 133rd Ave
Cedar Lake, IN 46303



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2008 APR 25 AM 9:49
MICHAEL J. BROWN
RECORDER

"On or before the 20th day of the month preceding a rental payment date, the Lessee shall notify the Lessor and Trustee in writing if the Lessee reasonably expects that it will have insufficient funds to make the required rental payment when due and payable. Upon receipt of such notice from the Lessee, the Lessor shall immediately notify the Trustee in writing of the Lessee's expectation that it will not make the required rental payment when due and payable. The Bond Insurer, as defined in the Indenture, shall receive a copy of the above-described notices at its address as indicated in the Indenture.

For purposes of clarifying any ambiguity, the parties acknowledge and agree that the 90 day period for correcting a default under the Lease, as provided in Section 11 of this Lease, applies only to defaults described in (b) of that Section and not with respect to payment of rentals or other sums payable by the Lessee."

4. IT IS HEREBY FURTHER AGREED that all other provisions of the Lease shall remain in effect.

Dated as of June 1, 2008.

HANOVER MIDDLE SCHOOL BUILDING CORPORATION

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

By: Richard F. Kutchek
Richard F. Kutchek, President

Attest:

Diane M. Jostes
Diane M. Jostes, Secretary



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 25th day of June, 2008, personally appeared Richard F. Kutcheck and Diane M. Jostes, personally known to me to be the President and Secretary, respectively, of Hanover Middle School Building Corporation, and acknowledged the execution of the foregoing Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

Lynne M Styx
(Written Signature)

Lynne M Styx
(Printed Signature) Notary Public

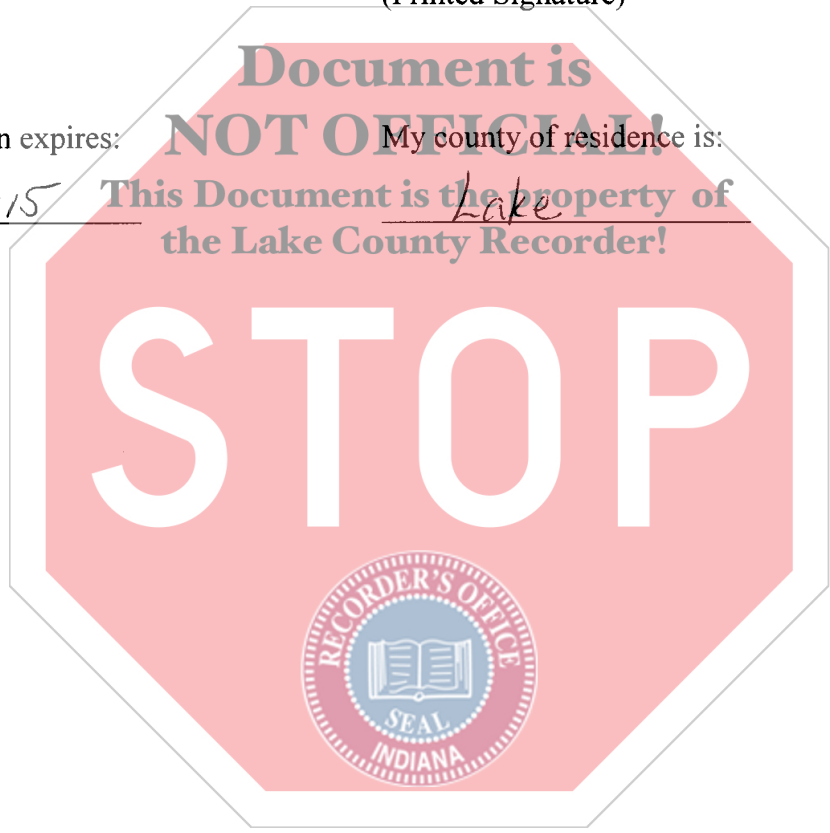
(Seal)

My commission expires:

2/11/2015

My county of residence is:

Lake



HANOVER COMMUNITY SCHOOL
CORPORATION

By: Catherine Sheehy
Catherine Sheehy, President
Board of School Trustees

Attest:

Rena Helton
Rena Helton, Secretary
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 25th day of June, 2008, personally appeared Catherine Sheehy and Renae Helton, personally known to me to be the President and Secretary, respectively, of the Board of School Trustees of Hanover Community School Corporation, and acknowledged the execution of the foregoing Amendment to Lease for and on behalf of said School Corporation.

WITNESS my hand and notarial seal.

Lynne M. Styx
(Written Signature)

Lynne M. Styx
(Printed Signature) Notary Public

(Seal)

My commission expires:
2/11/2015

My county of residence is:
Lake

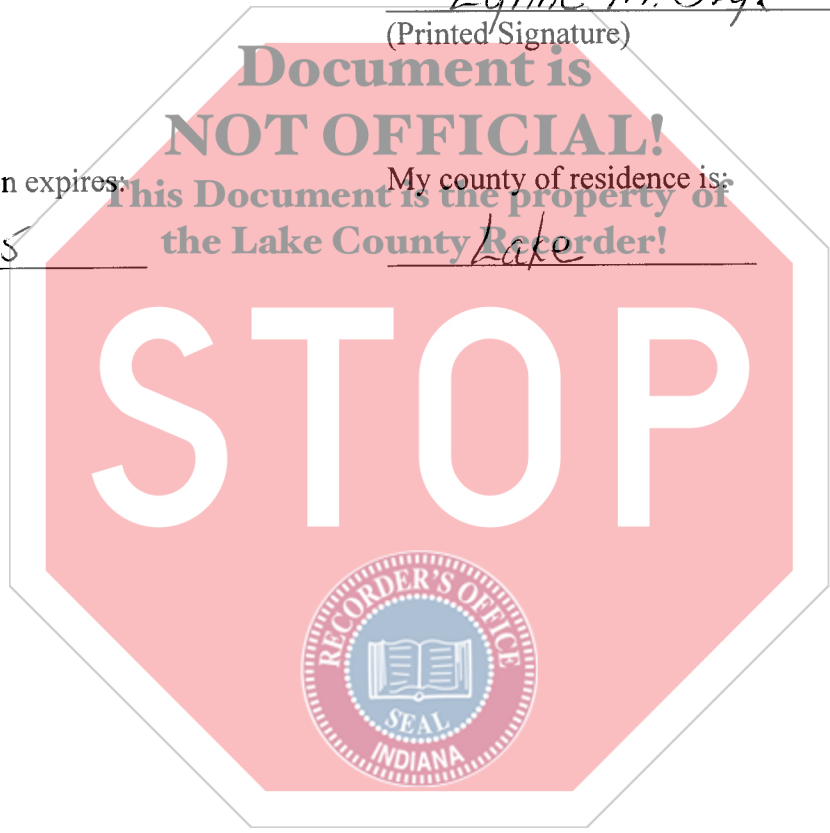


EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR BUILDING

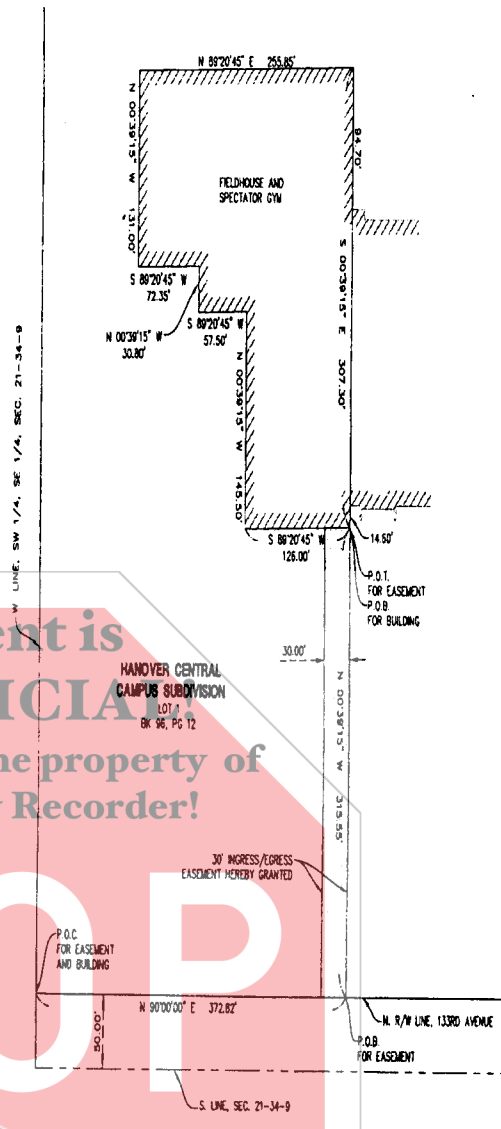
PART OF LOT 1 IN HANOVER CENTRAL CAMPUS SUBDIVISION, RECORDED SEPTEMBER 17, 2004 IN PLAT BOOK 96, PAGE 12, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, 372.82 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF 133RD AVENUE; THENCE NORTH 00 DEGREES 39 MINUTES 15 SECONDS WEST, 315.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 20 MINUTES 15 SECONDS WEST, 126.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 15 SECONDS WEST, 145.50 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 45 SECONDS WEST, 57.50 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 15 SECONDS WEST, 30.80 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 45 SECONDS WEST, 72.35 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 15 SECONDS WEST, 131.00 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 15 SECONDS EAST, 255.85 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 15 SECONDS EAST, 307.30 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF EASEMENT

A STRIP OF LAND 30 FEET IN WIDTH, BEING A PART OF LOT 1 IN HANOVER CENTRAL CAMPUS SUBDIVISION, RECORDED SEPTEMBER 17, 2004 IN PLAT BOOK 96, PAGE 12, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA; THE WESTERLY LINE OF WHICH IS 30 FEET WESTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, 372.82 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF 133RD AVENUE; TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 39 MINUTES 15 SECONDS WEST, 315.55 FEET TO THE POINT OF TERMINUS; THE SIDELINES OF SAID 30 FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE EXISTING SOUTHERLY BUILDING LINE.

LEGEND

P.O.T. = POINT OF TERMINUS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
SEC. = SECTION



I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Jane Neuhauser Herndon
Jane Neuhauser Herndon

This instrument was prepared by Jane Neuhauser Herndon, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282.