LAKE COUNTY FILED FOR RECORD

2010 JUL 14 AN 8: 49

FAJMAN RECORDER TO:

RHETT L. TAUBER, ESQ. TAUBER WESTLAND & BENNETT P.C. 1415 EAGLE RIDGE DRIVE SCHERERVILLE, IN 46375

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into effective this 30th day of June, 2010, by and between GRIFFITH PUBLIC WORKS BUILDING CORPORATION, AN INDIANA NONPROFIT CORPORATION, whose present address is 111 N. Broad Street, Griffith, IN 46319 ("Lessor") and GRIFFITH PUBLIC SCHOOLS, AN INDIANA SCHOOL CORPORATION, whose present address is 201 N. Griffith Boulevard, Griffith, IN 46319 ("Lessee"), with reference to the following facts:

Lessor is the owner of that certain real property legally described as Α. follows:

Lot 6 in Gatlin's Addition Phase Two, to the Town of Griffith, as recorded in Plat Book 77, page 3, in the Office of the Recorder of Lake County, Indiana.

Having no commonly known street address.

(the "Real Estate").

Lessor desires to lease the Real Estate to Lessee and Lessee desires to lease the Real Estate from Lessor, all subject to the terms and provisions of this Memorandum.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Lease of the Real Estate. Lessor hereby leases the Real Estate to Lessee, and Lessee hereby leases the Real Estate from Lessor subject to and on terms and conditions more fully set forth in that certain Lease executed by and between Lessor and Lessee and dated June 30, 2010 (the "Lease").

Term. The Lease is for an initial term of twenty-five (25) years, with two

(2) extension options for twenty-five (25) years each.

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PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR 053844

PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR

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3. <u>Incorporation</u>. The Lease is incorporated herein by this reference. Should any party require any information concerning the Lease, they should contact the Lessor and Lessee at the above-referenced addresses. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

LESSOR:

LESSEE:

GRIFFITH PUBLIC WORKS BUILDING CORPORATION, AN INDIANA NONPROFIT, CORPORATION

Du Kalut Skut

ROBERT KURTZ President

JOHN VANEK, Treasurer

GRIFFITH PUBLIC SHCOOLS, AN INDIANA SCHOOL CORPORATION

By: ().

RICHARD C/AMDERSON President

Attest:

DANIEL W. GOVERT, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, in and for said county and state, personally appeared ROBERT KURTZ and JOHN VANEK, THE PRESIDENT AND TREASURER, RESPECTIVELY, OF GRIFFITH PUBLIC WORKS BUILDING CORPORATION, AN INDIANA NONPROFIT CORPORATION, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation.

My Commission Expires: 1/1/16
County of Residence: CARE

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, in and for said county and state, personally appeared RICHARD C. ANDERSON and DANIEL W. GOVERT, THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE BOARD OF SCHOOL TRUSTEES OF THE GRIFFITH PUBLIC SCHOOLS, AN INDIANA SCHOOL CORPORATION, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation.

Witness my hand and notarial seal this 30th day of June, 2010.

Toni L. Loomis, Notary Public

My Commission Expires: 01/02/15

County of Residence: Lake

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. (Rhett L. Tauber, Esq.)

This Instrument Prepared by: Rhett L. Tauber, Esq. Tauber Westland & Bennett P.C. 1415 Eagle Ridge Drive Schererville, IN 46375 (219) 865-8400

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