

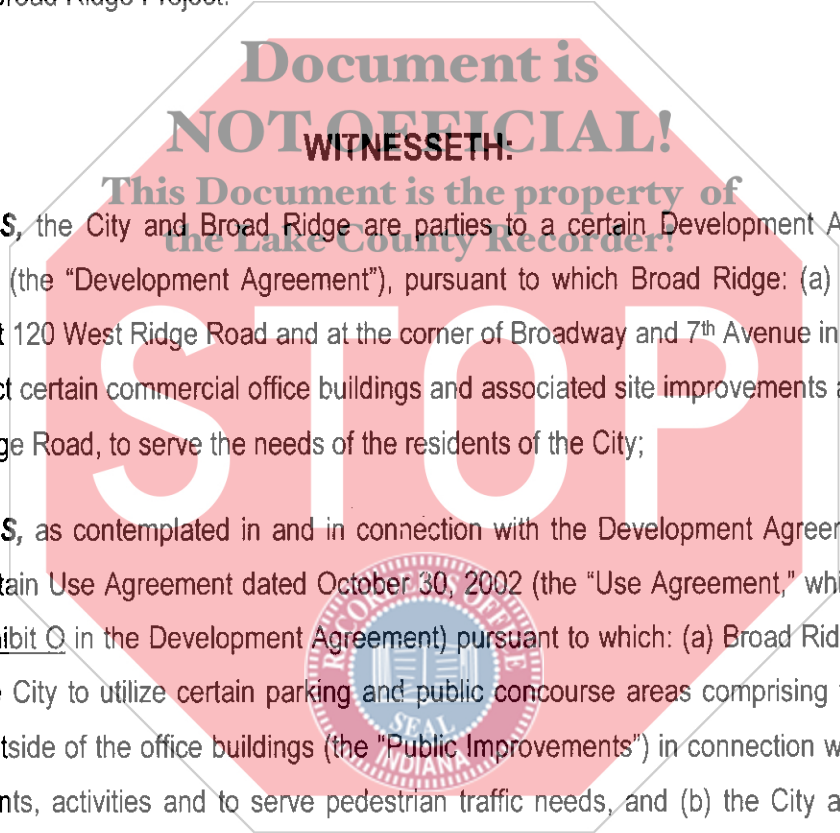
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**MEMORANDUM OF AGREEMENT
 BETWEEN THE CITY OF GARY, INDIANA AND BROAD RIDGE LLC,
 AS THE OWNER OF O'BANNON CENTER
 (645 BROADWAY AND 120 WEST RIDGE ROAD, GARY, INDIANA)
 REGARDING A PAYMENT-IN-LIEU-OF-TAXES FOR EXEMPT REAL PROPERTY**

2011 025192

This **MEMORANDUM OF AGREEMENT** (the "MOA") is made and entered into as of this 20th day of April, 2011 by and among the **City of Gary, Indiana** (the "City"), a municipal corporation and political subdivision of the State of Indiana, and **Broad Ridge LLC**, an Indiana limited liability company ("Broad Ridge" or "Owner"), which owns real property located at 120 West Ridge Road and at 645 Broadway in the City (also known as the O'Bannon Center and hereinafter referred to as the "Broad Ridge Project"), to document and memorialize an agreement between both parties related to a payment-in-lieu-of-taxes (the "PILOT") for said Broad Ridge Project.

STATE OF INDIANA
 LAKE COUNTY
 RECORDER OF DEEDS
 FILED FOR RECORD
 APR 25 5 41 AM '11



WHEREAS, the City and Broad Ridge are parties to a certain Development Agreement dated October 30, 2002 (the "Development Agreement"), pursuant to which Broad Ridge: (a) acquired certain property located at 120 West Ridge Road and at the corner of Broadway and 7th Avenue in the City, and (b) agreed to construct certain commercial office buildings and associated site improvements at 645 Broadway and 120 West Ridge Road, to serve the needs of the residents of the City;

WHEREAS, as contemplated in and in connection with the Development Agreement, the parties entered into a certain Use Agreement dated October 30, 2002 (the "Use Agreement," which agreement is referenced as Exhibit Q in the Development Agreement) pursuant to which: (a) Broad Ridge granted long-term rights for the City to utilize certain parking and public concourse areas comprising the Broad Ridge Project located outside of the office buildings (the "Public Improvements") in connection with, among other things, public events, activities and to serve pedestrian traffic needs, and (b) the City agreed to pay an annual amount (in semi-annual installments) to Broad Ridge for a period of ten (10) years (each, a "Use Payment").

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Between the City of Gary, Indiana and Broad Ridge LLC

April 20, 2011

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WHEREAS, the parties acknowledge that: (a) the Broad Ridge Project has not generated a level of tax increment as originally anticipated by the City, and as a result, (b) the City has not been able to make certain of the Use Payments as required under the Use Agreement.

WHEREAS, the parties desire to enter into this Agreement to: (a) provide for the City's assessment of a payment-in-lieu-of tax ("PILOT") to Broad Ridge in lieu of said insufficiency of tax increment on the Broad Ridge Project for a certain period of time, (b) address the payment of outstanding Use Payments due to Broad Ridge, and (c) amend certain provisions of the Use Agreement.

NOW, THEREFORE, the City of Gary, Indiana and Broad Ridge LLC as parties to this Memorandum of Agreement hereby agree as follows:

1. The parties acknowledge that, as of the date hereof, there are a total of three (3) outstanding Use Payments (each in the amount of \$84,900) due to Broad Ridge which were scheduled to be paid on December 31, 2009, June 30, 2010 and December 31, 2010, respectively. Therefore, the City agrees:
 - a. The City will make the outstanding Use Payments that were due on December 31, 2009 and June 30, 2010 totaling \$169,800 to Broad Ridge LLC no later than seven (7) days after execution of this MOA by both parties
 - b. The City will, within fourteen (14) days after the execution of this MOA by both parties, provide Broad Ridge with a Broad Ridge Project PILOT Notice (as defined below) retroactive for December 31, 2010 in the amount of \$84,900. The City will, within seven (7) days after receipt of the PILOT payment referenced in this Section, pay the outstanding Use Payment due to Broad Ridge for December 31, 2010.
 2. The parties agree that certain provisions of the Use Agreement are amended by this Agreement. To the extent there is a conflict between the terms hereof and the Use Agreement, the terms of this Agreement shall control from and after the date hereof.
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3. Section 3 of the Use Agreement is amended, from and after the date hereof, to read as follows:

(a) The parties agree, in lieu of the assessment and any obligation to pay ad valorem real property taxes regarding the Broad Ridge Project for the period from December 31, 2010 through June 30, 2013 (the "Remaining Payment Term"), the City is entitled to and will assess Owner (Broad Ridge LLC) an amount in semi-annual installments of \$84,900 each, as a payment-in-lieu-of-taxes ("PILOT"). The City shall submit a "Broad Ridge Project PILOT Notice" and invoice for Owner for each PILOT on or before each April 1 and October 1 beginning April 1, 2011 through April 1, 2013 (and a retroactive PILOT Notice for December 31, 2010), consistent with EXHIBIT A as attached hereto or until the total Use Fee payment is paid in full in accordance with this Agreement.

(b) The Owner shall make the PILOT payment to the City on or prior to May 15 and November 15 (45 days after "Broad Ridge Project PILOT Notice") beginning May 15, 2011 through May 15, 2013, or until the total Use Fee payment is paid in full in accordance with this Agreement. Owner's obligations to make PILOT payments are in lieu of all real estate taxes for the Remaining Payment Term and such obligations shall cease in the event of any assessment of real estate taxes.

(c) City shall pay to the Owner as compensation for the use of the Public Improvements an annual amount payable in semi-annual installments (each, a "Use Payment") on such dates during 2011 through 2013 as set forth on EXHIBIT A, from payments-in-lieu-of-taxes ("PILOTs") assessed by City and made by the Owner as contemplated herein. The parties acknowledge that the Use Payment shall continue through June 30, 2013, or until the total Use Fee payment is paid in full in accordance with this Agreement, as amended, but that the City's right to use the Public Improvements pursuant to the terms of this Agreement shall continue so long as this Agreement shall remain in effect.

4. Section 8(A) of the Use Agreement is amended, from and after the date hereof, to insert the following (as an event of default by Owner) as Section 8(A)(4)(without any other change to Section 8(A):

(4) If the Owner fails to make a PILOT to City pursuant to Section 3 hereof, in which case City's sole remedy is to refuse to make a corresponding Use Payment.

5. Section 8(B) of the Use Agreement is amended, from and after the date hereof, to replace Section 8(B)(1) with the following (without any other change to Section 8(B):

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Between the City of Gary, Indiana and Broad Ridge LLC

April 20, 2011

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(1) If the City shall fail to (a) timely submit a "Broad Ridge Project PILOT Notice" to the Owner as required hereunder, or (b) make a timely Use Payment during the Remaining Payment Term provided Owner has complied with its PILOT payment obligations hereunder to the City;

6. This Agreement will be governed by Indiana law, without regard to principles or conflicts of law.
7. Section 11 of the Use Agreement is amended, from and after the date hereof, to read as follows:

All notices and other communication related to this MOA, the PILOT process and Exhibit O of the Development Agreement shall be in writing and shall be furnished by hand delivery of certified mail to the parties at the addressed set forth below. Any such notice shall be duly given upon the date it is delivered to the addresses shown below, addressed as follows:

- a. If to the City of Gary, Indiana:

City Controller
City of Gary
Gary City Hall
401 Broadway, Suite 100
Gary, Indiana 46402

- b. If to Broad Ridge LLC:

Broad Ridge, LLC
227 S. Main Street, Suite 300
South Bend, Indiana 46601
Attention: John T. Phair

8. If any term, provision, covenant or restriction contained in this Agreement (MOA) that is intended to be binding and enforceable is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
9. This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof and it amends the prior Use Agreement and supersedes all prior contemporaneous written or oral agreements or understandings of any kind among the parties hereto with respect to the subject matter hereof.

SIGNATORY PAGE

BROAD RIDGE LLC

This MEMORANDUM OF AGREEMENT having been reviewed, the action of Broad Ridge LLC in entering into and executing same is APPROVED.

BROAD RIDGE LLC
SOUTH BEND, INDIANA

Date: 4-28-2011

BY: 
John T. Phair - Managing General Partner

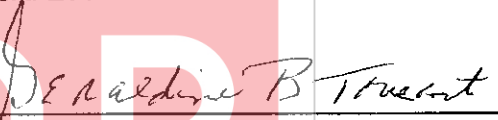
CITY OF GARY, INDIANA

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date written below.

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

CITY OF GARY, INDIANA
BOARD OF PUBLIC WORKS
AND SAFETY

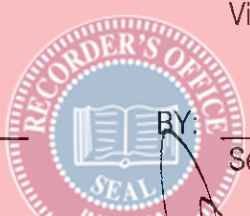
Date: 4/20/11


BY: 
President

Date: 4/20/11

BY: 
Vice-President

Date: 4/20/11



BY: 
Secretary

This MEMORANDUM OF AGREEMENT having been reviewed, the action of the Board of Public Works and Safety for the City of Gary, Indiana in entering into and executing same is APPROVED.

Date: 4-27-11

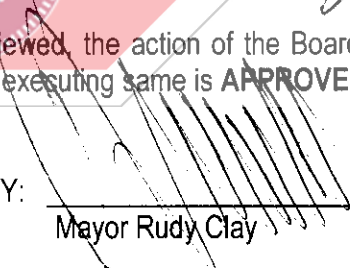
BY: 
Mayor Rudy Clay

EXHIBIT A

Use Agreement Payment Schedule: Remaining Payment Term

Year	Payment Date	User Fee	Payments Through April 30, 2011
1	December 31, 2003	\$ 84,900	\$ 84,900 (1)
1	June 30, 2004	84,900	84,900 (1)
2	December 31, 2004	84,900	84,900 (2)
2	June 30, 2005	84,900	84,900 (2)
3	December 31, 2005	84,900	84,900 (2)
3	June 30, 2006	84,900	84,900 (1)
4	December 31, 2006	84,900	84,900 (3)
4	June 30, 2007	84,900	84,900 (3)
5	December 31, 2007	84,900	84,900 (3)
5	June 30, 2008	84,900	84,900 (3)
6	December 31, 2008	84,900	84,900 (4)
6	June 30, 2009	84,900	84,900 (4)
7	December 31, 2009	84,900	84,900 (5)
7	June 30, 2010	84,900	84,900 (5)
8	December 31, 2010	84,900 (7)	- (6)
8	June 30, 2011	84,900 (7)	- (6)
9	December 31, 2011	84,900 (7)	- (6)
9	June 30, 2012	84,900 (7)	- (6)
10	December 31, 2012	84,900 (7)	- (6)
10	June 30, 2013	84,900 (7)	- (6)
TOTALS:		\$ 1,698,000	\$ 1,188,600

See schedule Notes on next page.



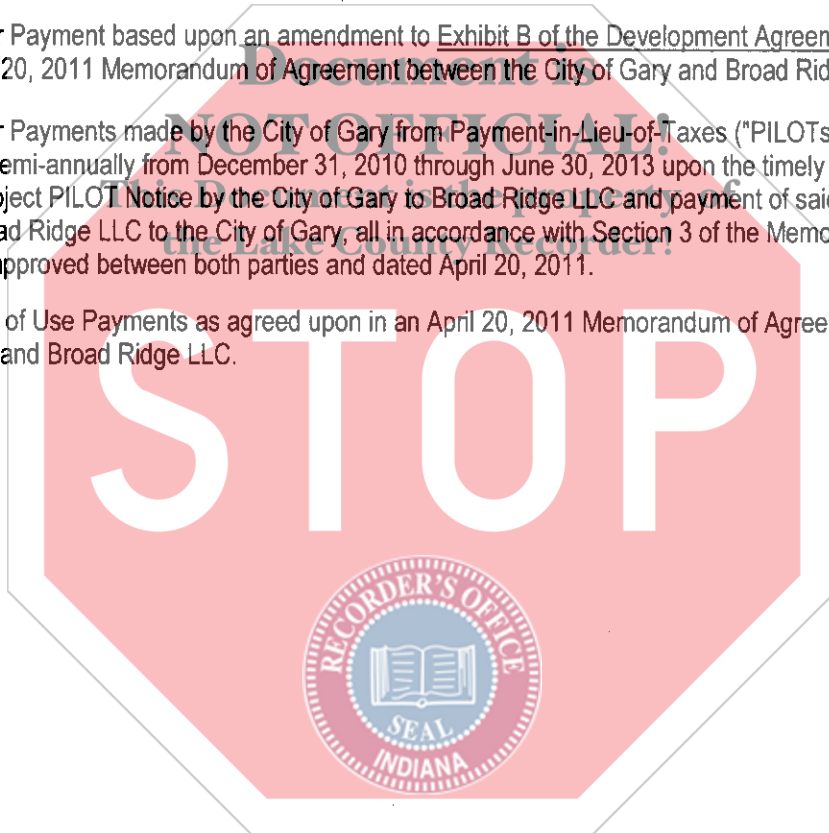
EXHIBIT A

(continued)

Use Agreement Payment Schedule: Remaining Payment Term

NOTES:

- (1) The Use Payment made from Fund 402 of the City of Gary (Cumulative Capital Improvement - CCI).
- (2) The Use Payment made from Fund 401 of the City of Gary (Cumulative Capital Development - CCD).
- (3) The Use Payment made from Fund 829 (the 6th and Broadway Allocation Fund) of the Gary Redevelopment Commission.
- (4) The Use Payment made from Fund 836 (the Tax Increment Replacement (TIR) Fund) of the Gary Redevelopment Commission.
- (5) Anticipated User Payment based upon an amendment to Exhibit B of the Development Agreement as agreed upon in an April 20, 2011 Memorandum of Agreement between the City of Gary and Broad Ridge LLC.
- (6) Anticipated User Payments made by the City of Gary from Payment-in-Lieu-of-Taxes ("PILOTs") for User Payments due semi-annually from December 31, 2010 through June 30, 2013 upon the timely submission of a Broad Ridge Project PILOT Notice by the City of Gary to Broad Ridge LLC and payment of said PILOT payment by Broad Ridge LLC to the City of Gary, all in accordance with Section 3 of the Memorandum of Understanding approved between both parties and dated April 20, 2011.
- (7) Anticipated date of Use Payments as agreed upon in an April 20, 2011 Memorandum of Agreement between the City of Gary and Broad Ridge LLC.



PREPARER'S AFFIRMATION STATEMENT

This form has been signed by the preparer of a document and recorded with each document in accordance with House Enrollment Act (HEA) 1114 - Redact Legislation.

A Declaration, County Form 170, was designed for the purpose of making the affirmation and was no longer required to be filed as of March 24, 2006. However, HEA 1114 requires an affirmation statement be included on the instrument. Whether or not the affirmation statement is required, it is unlawful for anyone under Indiana Code 36-2-7.5-2 to submit to the county recorder for recording or filing a document that contains the social security number of an individual, unless that social security number is required by law.

The law does not provide where the affirmation statement is to be located, however, the State Board of Accounts recommends¹ that the affirmation statement be located near (either before or after) the Preparer's statement and that maps, plats and surveys typically would be required to contain the affirmation statement.

Now therefore,

"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."

Signature of the Declarant _____

Dan Botich, Executive
Printed Name of the Declarant _____

Associate
Cender & Company L.L.C.
8585 Broadway, Suite 777
Merrillville, IN 46410

May 5, 2011
Date _____

¹ State Board of Accounts (State of Indiana) Memorandum dated June 22, 2006 by Bruce A. Hartman, C.P.A. and State Examiner.