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2013 090254

FIRST AMENDMENT TO LEASE

BETWEEN

MERRILLVILLE COMMUNITY SCHOOL CORPORATION

AND

MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION

WHEREAS, Merrillville Multi-School Building Corporation, an Indiana corporation (hereinafter called "Lessor"), and Merrillville Community School Corporation, a school corporation existing under the laws of the State of Indiana and located in Lake County (hereinafter called "Lessee"), did heretofore on November 8, 2004, enter into a Lease (hereinafter referred to as the "Lease") of the real estate described in Exhibit A attached hereto as authorized by IC 21-5-12 which is now I.C. 20-47-3, which Lease was duly recorded in the office of the Recorder of Lake County, Indiana, on June 9, 2005, as Instrument Number 2005047438; and

STATE OF INDIANA  
LAKE COUNTY  
RECORDER OF DEEDS  
2013 DEC 9 10:10:18 AM  
MERRILLVILLE

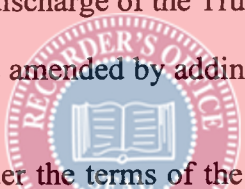
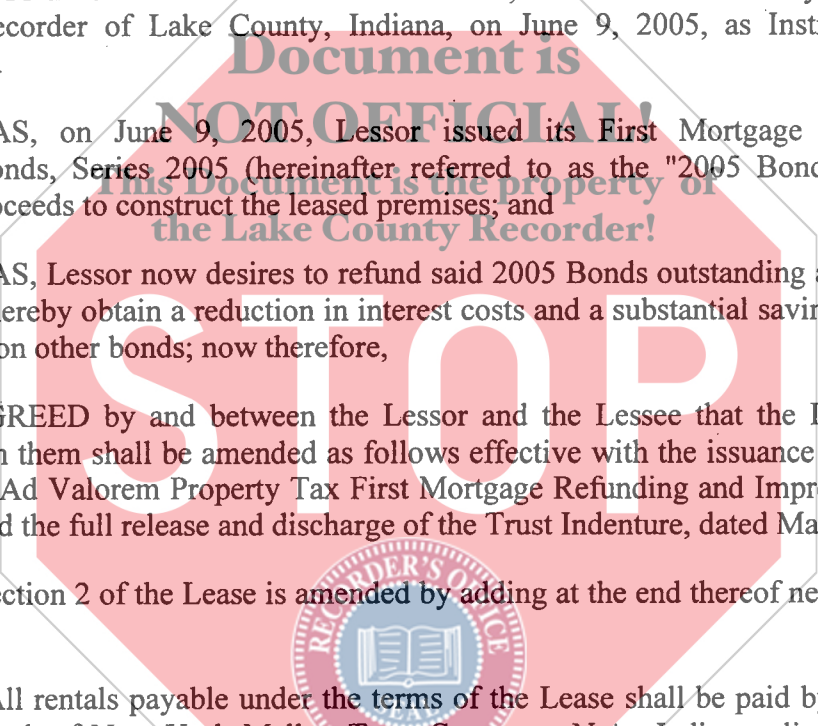
WHEREAS, on June 9, 2005, Lessor issued its First Mortgage Refunding and Improvement Bonds, Series 2005 (hereinafter referred to as the "2005 Bonds") and used a portion of the proceeds to construct the leased premises; and

WHEREAS, Lessor now desires to refund said 2005 Bonds outstanding as authorized by I.C. 5-1-5, and thereby obtain a reduction in interest costs and a substantial savings to be used to pay debt service on other bonds; 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 with the issuance and delivery by the Lessor of its Ad Valorem Property Tax First Mortgage Refunding and Improvement Bonds, Series 2013A, and the full release and discharge of the Trust Indenture, dated May 1, 2005:

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

"All rentals payable under the terms of the Lease shall be paid by Lessee to The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana (hereinafter in this Lease referred to as the "Trustee"), as Trustee under the Trust Indenture dated as of June 15, 2013, between the Lessor and the Trustee, or to such other bank or trust company as may from time to time succeed The Bank of New York Mellon Trust Company, N.A., as Trustee under the Trust Indenture. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder."



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LAKE COUNTY AUDITOR  
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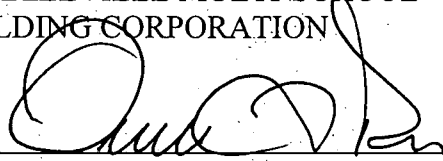
The semiannual lease rentals shall be as shown be payable on June 30 and December 31 on the dates and in the amounts as shown in the schedule attached hereto as Exhibit B. The Lessor agrees to give Lessee a credit against any rental payment by the amount transferred prior to the rental payment date by the Trustee at the direction of the Lessor from the Construction Account or Operation and Reserve Fund to the Sinking Fund, all of which are held by the Trustee under the Trust Indenture.



2. All other provisions of the Lease as amended shall remain in effect.

Dated as of June 24, 2013.

MERRILLVILLE MULTI-SCHOOL  
BUILDING CORPORATION

By:   
President, Board of Directors


Attest:

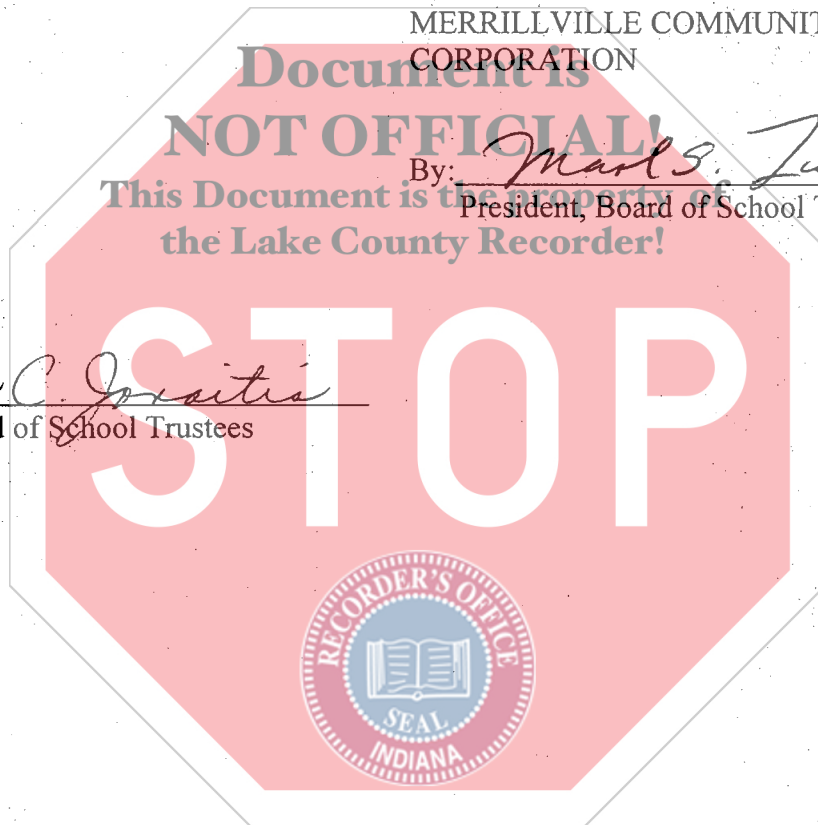
  
Secretary, Board of Directors

MERRILLVILLE COMMUNITY SCHOOL  
CORPORATION

**Document is NOT OFFICIAL!**  
By:   
President, Board of School Trustees  
**This Document is the property of the Lake County Recorder!**

Attest:

  
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 24th day of June, 2013, personally appeared Mark S. Lucas and Linda Jonaitis, personally known to me to be the President and Secretary, respectively, of the Board of School Trustees of the Merrillville Community School Corporation, and acknowledged the execution of the foregoing Third Amendment to Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal.

Bonnie C. Coleman  
(Written Signature)

Bonnie C. Coleman  
(Printed Signature) Notary Public

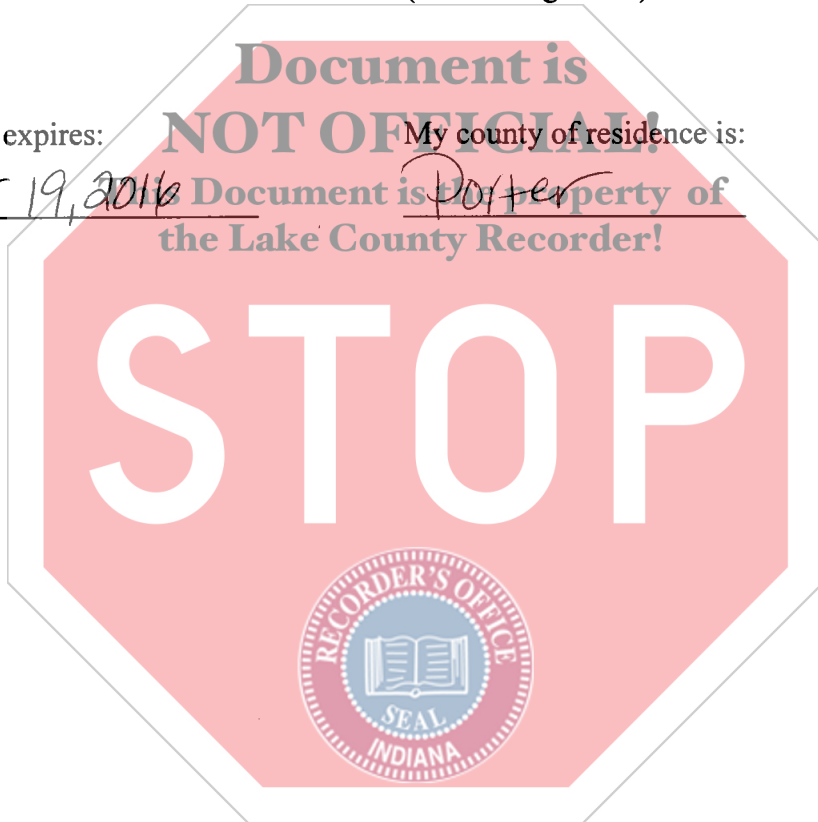
(Seal)

My commission expires:

September 19, 2016

My county of residence is:

Potter  
Document is the property of  
the Lake County Recorder!



(2004 Leased Premises)

HENRY P. FIELER ELEMENTARY SCHOOL

The East 594 feet of the North 733.33 feet of the Northwest Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8 West of the 2<sup>nd</sup> P.M., containing 10 acres.

The above described real estate is subject to and/or together with the following:

Covenant to reserve and to dedicate to the use of the public, 30 feet in width along the East line of the above described real estate as a perpetual easement for one-half of the width of a public street or public highway upon the opening and extension South of what is now known as Madison Street per Deed Book 1051, Page 214.


JONAS E. SALK ELEMENTARY SCHOOL

Part of the Northwest Quarter (NW/4) of Section Twenty (20), Township Thirty-five (35) North, Range Eight (8) West of the Second Principal Meridian, more particularly described as follows:

Commencing at a point on the North line of said Section Twenty (20) and 480 feet East of the Northwest corner thereof; thence South parallel with the West line of said Section Twenty (20) a distance of 989.63 feet; thence East parallel with the North line of said Section Twenty (20) a distance of 660.62 feet, more or less, to the West line of Independence Hill 4<sup>th</sup> Addition; thence North along the West line of Independence Hill 4<sup>th</sup> Addition a distance of 989.63 feet to the North line of said Section Twenty (20); thence West along the North line of said Section Twenty (20) a distance of 659.84 feet, more or less, to the point of beginning, containing 15 acres.

EXCEPTING THEREFROM the real estate conveyed in a Warranty Deed to the Board of Commissioners of the County of Lake, State of Indiana in Deed Book 1208, Page 74 in the Office of the Recorder of Lake County, Indiana, over the north 30 feet of the above described real estate.

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.

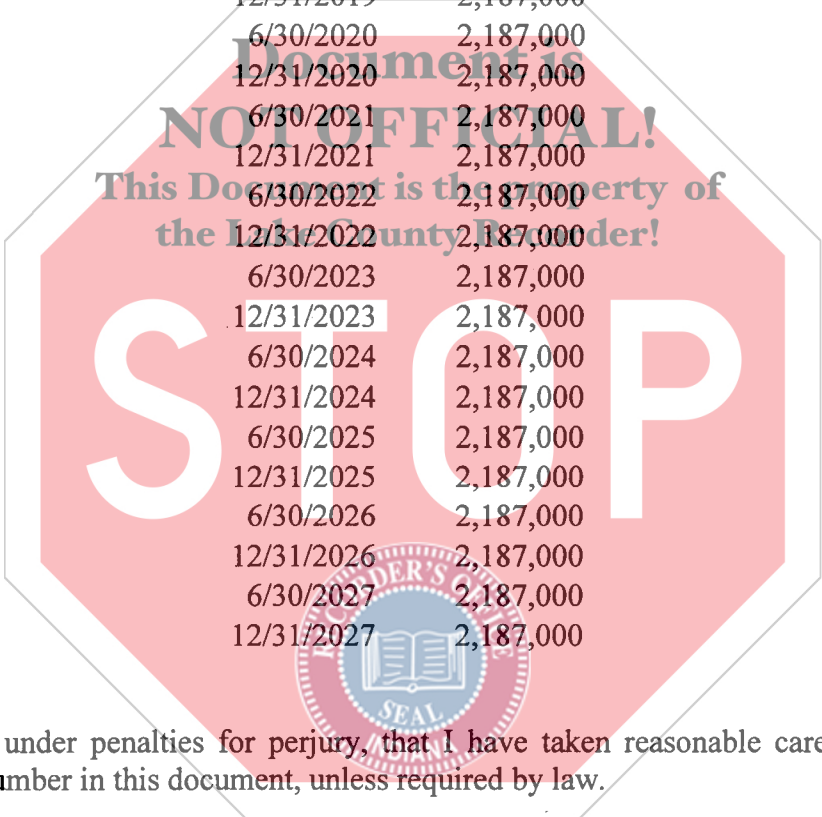
  
Bonnie C. Coleman

This instrument prepared by James A. Shanahan, Shanahan & Shanahan LLP, 230 W. Monroe, Suite 2620, Chicago, Illinois 60606

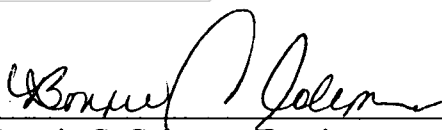
**EXHIBIT B**

**SCHEDULE OF SEMI-ANNUAL LEASE RENTAL PAYMENTS**

<u>Payment</u>	
<u>Date</u>	<u>Payment Due</u>
12/31/2013	\$1,503,000
6/30/2014	1,602,000
12/31/2014	1,602,000
6/30/2015	2,187,000
12/31/2015	2,187,000
6/30/2016	2,187,000
12/31/2016	2,187,000
6/30/2017	2,187,000
12/31/2017	2,187,000
6/30/2018	2,187,000
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6/30/2025	2,187,000
12/31/2025	2,187,000
6/30/2026	2,187,000
12/31/2026	2,187,000
6/30/2027	2,187,000
12/31/2027	2,187,000



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.

  
\_\_\_\_\_  
Bonnie C. Coleman, Esquire

This instrument prepared by James A. Shanahan, Shanahan & Shanahan LLP, 230 West Monroe Street, Suite 2620, Chicago, Illinois 60606-3417.