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**AMENDED AND RESTATED LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease"), is made this 1<sup>st</sup> day of April, 2014, by and between the City of Crown Point, Indiana (the "City"), and CS Sports Group, LLC ("Lessee"), a limited liability company organized and existing under the laws of the State of Indiana, and supersedes and takes the place of any and all prior Lease Agreements among the Parties hereto.

WHEREAS, the Lessee is duly organized under the laws of the State of Indiana as a limited liability company, having as its purpose the operation of a dome facility for amateur indoor sports and fitness uses; and

WHEREAS, the Lessee desires to construct a building improvement upon certain real estate owned by the City to operate a dome facility;

WHEREAS, the Lessee and City had previously entered into a Lease and Amendment, the terms of which are now mutually terminated and of no further force and effect; and

WHEREAS, the Lessee and City now desire to enter into this Lease to reflect the terms of agreement regarding the real estate and improvements thereto.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, the parties agree as follows:

**SECTION 1. DEMISE AND DESCRIPTION OF PREMISES.** The City leases to the Lessee, for the purpose of conducting in and on such premises any lawful business in furtherance of operation of its dome facility and for no other purpose, the real estate located at the Sportsplex on North Street in Crown Point, Indiana ("Premises") as more specifically described in "Exhibit A" attached hereto and incorporated herein by reference. The Lessee shall construct a dome facility ("Building Improvement") upon the Premises, as more specifically described in "Exhibit B" attached hereto and incorporated herein by reference.

**SECTION 2. USE OF PREMISES.** The Lessee shall have the exclusive use of the Building Improvement, except as otherwise provided within this Lease. The Lessee, in addition to their exclusive use of the Building Improvement, shall have use of the parking lots located at or adjacent to the Premises, however, such use shall not be exclusive.

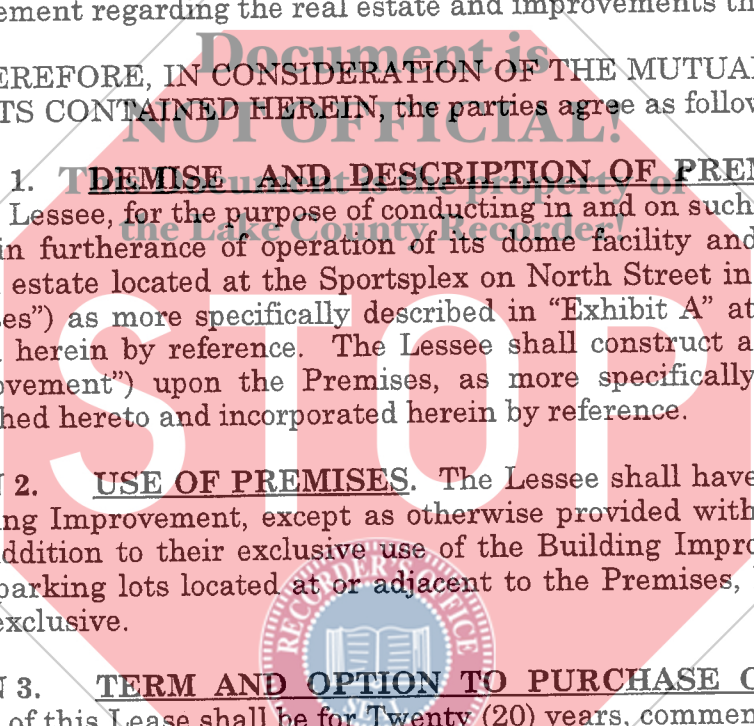
**SECTION 3. TERM AND OPTION TO PURCHASE OR EXTEND.** The Initial Term of this Lease shall be for Twenty (20) years, commencing on the 1<sup>st</sup> day of April, 2014 and ending on the 31<sup>st</sup> day of March, 2034. This Lease shall automatically renew under the same terms stated herein for an additional Ten (10) year term starting on the 1<sup>st</sup> day of April, 2034 and ending on the 31<sup>st</sup> day of March, 2044 ("Renewal Term"). The parties shall have the option to renew the Lease upon the expiration of the Renewal Term upon terms negotiated and in writing signed by City and Lessee prior to the expiration thereof. Alternatively, Lessee, as agent of

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STATE OF INDIANA  
LAKE COUNTY  
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MARSHALL P. BROWN  
RECORDER



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**FILED**

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PEGGY HULINGA KATONA  
LAKE COUNTY AUDITOR

HOLD FOR MERIDIAN TITLE 14-30462

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first refusal, may purchase the Premises for a price equal to the prevailing fair market value of the Premises, determined without regard to the Building Improvement as if the Premises were a vacant lot, at the time of purchase as determined by a licensed and certified real estate appraiser acceptable to each the Lessee and the City.

**SECTION 4. RENT.** Lessee shall pay to City the sum of One and 00/100 (\$1.00) Dollar per year due on April 1<sup>st</sup> of each year under the Initial Term and Renewal Term of this Lease. In lieu of additional rent, the City and/or its Parks Department shall have use of the Building Improvement and the facilities therein during certain non-peak hours of regularly scheduled operation of the Building Improvement and as further agreed upon by the parties. Said use by the City and/or its Parks Department shall be subject to agreement between Lessee and the City reasonably in advance of the scheduled use by the City and/or its Parks Department. Said use further shall not interfere with or otherwise deplete the potential for sales or revenue of paying patrons to the dome facility, as same is considered by both the Lessee and the City in the best interest of both the Lessee and the City.

**SECTION 5. WARRANTIES OF TITLE AND QUIET POSSESSION.** The City covenants that the City is seized of the Premises in fee simple and has full right to make and enter into this Lease.

**SECTION 6. DELIVERY OF POSSESSION.** The City shall deliver possession of the Premises to Lessee upon completion of the Premises site preparation to build ready condition for the Building Improvement as determined by the City upon the sole discretion of its engineers and project manager who will work in coordination with Lessee's designated engineering representatives to prepare the Premises for construction of the Building improvement. The condition of the Premises immediately prior to delivery shall be subject to inspection by Lessee or its representative to ensure the City has prepared the Premises to build ready condition for the Building Improvement. Failure by the City to so prepare the Premises to build ready condition for the Building Improvement shall not make this Lease void or voidable, nor shall the City be liable to the Lessee for any loss or damage resulting from such non-delivery. Notwithstanding, the City understands that such failure will result in the Premises not meeting the requirements necessary for the Lessee's intended use of the Premises, rendering Lessee unable to construct the Building Improvement contemplated herein.

**SECTION 7. USES PROHIBITED.** The parties agree that each shall not use, or permit the Premises or Building Improvement, or any part thereof to be used, for any purpose or purposes other than the purpose or purposes for which they are leased hereunder. No use shall be made or permitted to be made of the Premises or the Building Improvement, or acts done, which will cause a cancellation of any insurance policy covering the Premises or the Building Improvement, or any parts

thereof, nor shall either party sell, or permit to be kept, used, or sold, in or about the Premises or Building Improvement, any article that may be prohibited by the standard form of fire insurance policies. Each party shall, at its sole expense, comply with all requirements pertaining to the Premises and Building Improvement, of any insurance organization or company, necessary for the maintenance of insurance as provided in this Lease, the Premises and Building Improvement. Each party shall be solely responsible and liable for any damage, repair and/or replacement costs to the Premises and the Building Improvement caused by it, its agents, employees, officers, participants or other individual on the Premises or in the Building Improvement.

**SECTION 8. WASTE AND NUISANCE PROHIBITED.** During the term of this Lease, the parties shall comply with all applicable laws affecting the Premises and Building Improvement, the breach of which might result in a penalty or a forfeiture of a party's title to the Premises or the Building Improvement. The parties shall not commit, or suffer to be committed, any waste or any nuisance upon the Premises or Building Improvement.

**SECTION 9. RIGHT OF ENTRY.** Lessee shall permit the City and its agents and employees to enter into and on the Building Improvement from time to time, with reasonable prior notice for same, for the purpose of posting notices of non-responsibility.

Lessee shall permit the City and its agents or employees to enter into and on the Building Improvement from time to time, with reasonable prior notice for same, for the purpose of inspecting the Building Improvement, with reasonable effort taken by the City to schedule said inspection at a date and time not interfering with or causing an interruption in Lessee's use of the Building Improvement.

**SECTION 10. ENCUMBRANCE OF LEASEHOLD INTEREST.** Lessee shall not encumber by mortgage or deed of trust, or other proper instrument the Premises as security for any indebtedness. Any such encumbrance shall be considered a breach of this Lease. Lessee may utilize its leasehold interest in the Premises to secure financing to construct the Building Improvement by means of collateralizing this Lease in the form of a Mortgage or otherwise as further security toward carrying out the intended use of the Premises as contemplated herein.

**SECTION 11. SUBLETTING AND ASSIGNMENT.** The parties may not sublet or assign any interest under this Lease, in whole or in part, without the prior express written consent of the other party, but the making of any sublease shall not release a party from, or otherwise affect in any manner, any of such party's obligations under this Lease. Any assignment without consent shall be void, and shall, at the option of the non-consenting party, terminate this Lease. Neither this Lease nor any interest of the parties under this Lease in the Premises or the

Building Improvement shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the other party, terminate this Lease.

**SECTION 12. NOTICES.**

A. All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United State mail, registered and postage prepaid, and addressed as follows:

To the City: Office of the Mayor  
101 N. East Street  
Crown Point, IN 46307

Copy to: City Legal Department  
11035 Broadway, Suite F  
Crown Point, IN 46307

To Lessee: CS Sports Group, LLC  
c/o John R. Terpstra  
322 Indianapolis Blvd.  
Suite 201  
Schererville, IN 46375

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

**SECTION 13. TAXES AND ABATEMENTS.**

A. Lessee shall be required to pay, if any, taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against only the Building Improvement, or any part thereof and upon any personal property of the Lessee located on the Premises or Building Improvement.

B. Lessee shall be free to request by application TIF assistance, tax abatement or similar assistance options through any available government or non-government entity with regard to the Building Improvement only. The City does not hereby guarantee the success of any such assistance or funding options which may be pursued by Lessee.

**SECTION 14. ALTERATIONS/IMPROVEMENTS, SIGNAGE and SPONSORSHIP FUNDS.**

A. **Alterations/Improvements.** Neither party shall make any alterations, improvements or changes to the Premises or Building Improvement of the other party without the prior written consent and approval of the other party as to the plans and specifications of such alteration, improvement, or change, which consent and approval shall not be unreasonably withheld. Any alteration, improvement or change to such Premises or Building Improvement shall become the property of the party which owns such Premises or Building Improvement upon which the alteration or improvement was made.

B. **Signage.** The parties agree that no signage, whether sponsorship or otherwise, shall be placed on the Building Improvement that does not comply with applicable federal, state, and local law, statute, rule or ordinance. It is further agreed that the City has the sole discretion, in compliance with applicable federal, state, and local law, statute, rule and ordinance, to place signage, whether sponsorship or otherwise, upon the Premises. Likewise, Lessee has the sole discretion, in compliance with applicable federal, state, and local law, statute, rule and ordinance, to place signage, whether sponsorship or otherwise, upon the Building Improvement. Nothing in this Paragraph prevents either Party from requesting or applying for a variance or other permitted approval for signage, whether sponsorship or otherwise, on the Premises or the Building Improvement through the City and its governing bodies.

**SECTION 15. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.**

A. **Maintenance.** The Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to the City, keep and maintain the Building Improvement, including electric, gas, water, HVAC and plumbing equipment, and sidewalks and landscaping in good, sanitary, and neat order, condition and repair. The City shall, throughout the term of this Lease, as its own exclusive responsibility and at its own expense, without any expense to the Lessee, keep and maintain the Premises, including parking lots and landscaping, in good, sanitary, and neat order, condition and repair. Parties hereby further agree to cooperate in the maintenance of the sidewalks and landscaping upon the Premises.

B. **Damages.** The parties agree that any damage to the Premises or the Building Improvement by the non-owning party, its employees, agents, officers, participants or any individual upon the Premises or the Building Improvement for an activity of the non-owning party shall be repaired or replaced at the sole expense of the non-owning party.

C. **Destruction.** The damage, destruction, or partial destruction of the Premises or Building Improvement shall not release either party from any obligation under this Lease, except as expressly provided below. In case of damage or destruction to the Premises or the Building Improvement, the party holding ownership of the damaged property shall, at its own expense, promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of any party, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available for repair or replacement.

**SECTION 16. UTILITIES.** Upon the execution of this Lease, the City shall be responsible for and shall fully and promptly pay the electric or other related utility bill(s) for the parking lot and parking lot lighting. Lessee shall be responsible for and shall fully and promptly pay all electric, gas, water and other utility bills (telephone and television service) for such services furnished to the Building Improvement during the term of this Lease.

**SECTION 17. LIENS.**

A. **Duty to keep Premises free of liens.** Except for liens on personal or other property in favor of a lending institution providing funding to the Lessee in the Building Improvement, and for liens granted by the Lessee to secure financing with respect to the Building Improvement or its operation thereof, each party shall keep all and every part of the other parties' property free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of the parties, any alteration, improvement, or repairs or additions that the parties may make or permit or cause to be made, or any work or construction, by, for, or permitted by parties on or about the Premises or the Building Improvement, or any obligations of any kind incurred by the parties, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify the other party and all of the Premises or Building Improvement from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the same.

B. **Contesting liens.** If a party desires to contest any lien, it shall notify the other party of its intention to do so within sixty (60) days after the filing of the lien. In that case, and provided that the party shall, on demand, protect the other party by a good and sufficient surety bond against any lien and any cost, liability, or

damage arising out of such contest, such party shall not be in default under this Lease.

C. **Indemnification.** In the event of any such contest, such party shall protect and indemnify the other party against any and all loss, expense, and damage resulting from the contest, including attorney fees.

**SECTION 18. INDEMNIFICATION.** The City shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the Building Improvement or be in, on, or about the Building Improvement for an activity of the Lessee, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or for any occupant, subtenant, visitor, or user of any portion of the Building Improvement, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify the City against any and all claims, liability, loss, or damage whatever on account of any such loss, injury, death, or damage. Lessee waives all claims against the City for damages to the Building Improvement and to the property of Lessee in, on, or about the Building Improvement, and for injuries to persons or property in or about the Building Improvement, caused by the acts or omissions of Lessee.

**SECTION 19. ATTORNEY'S FEES.** If any action of law or in equity shall be brought to recover rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises or Building Improvement, each party shall be responsible for its own attorney's fees and shall not seek attorney's fees from the other party.

**SECTION 20. REDELIVERY.** The parties shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration or earlier termination of this Lease, parties shall peaceably and quietly quit and surrender to the other the Premises and Building Improvement in good order and condition subject to the other provisions of this Lease. In the event of the nonperformance by either party of any of the covenants undertaken in this Lease, this Lease may be terminated as provided elsewhere herein.

**SECTION 21. REMEDIES CUMULATIVE.** All remedies conferred on the parties in this Lease shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

**SECTION 22. INSURANCE.**

A. **Insurance coverage of Premises.** The parties shall, at all times during the term of this Lease or any extension thereof and at their sole expense, keep insurance on all personal and real property insured against loss or damage by fire and the extended coverage hazards for the full replacement value of the property. The parties shall not be responsible and shall not hold insurance coverage on any personal property of the other party.

B. **Personal injury liability insurance.** Parties shall maintain in effect throughout the term of this Lease personal injury liability insurance covering the Premises and Building Improvement and its appurtenances in the amount of \$500,000.00 for injury to or death of any one person, and \$1,000,000.00 for injury to or death of any number of persons in one occurrence. Such insurance shall specifically insure against all liability assumed by it under this Lease, as well as liability imposed by law. Lessee's policy shall list the City as a secondary or additional insured and the City's policy, if acceptable to the insurance carrier for the City, shall list the Lessee as a secondary or additional insured.

C. **The right to pay premiums on behalf of non-paying party.** All of the policies of insurance referred to in this section shall be written in a form satisfactory to the City and by insurance companies satisfactory to the City. The parties shall pay all of the premiums for insurance that are its responsibility and deliver policies, or certificates of policies, to the other party. In the event of the failure of a party, either to effect insurance in the names called for in this Lease or to pay the premiums for the insurance, it is required to carry or to deliver the policies, or certificates of the policies, the other party shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable within thirty (30) days. Failure to repay the same shall result in a default under this Lease. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to the other party, that it gives the other party thirty (30) days' written notice before the policy or policies in question shall be altered or canceled. The parties agree that they will not unreasonably withhold approval as to the form or to the insurance companies.

D. **Definition of full replacement value.** The term "full replacement value" of improvements as used in this Lease shall mean the actual replacement cost of the improvements from time to time less exclusions provided in the normal fire insurance policy. If either party believes that the full replacement value (that is to say, the then replacement cost less exclusions) has increased or decreased, it shall have the right, except as provided below, only at intervals of not less than two (2) years, to have such full replacement value redetermined by the insurance company which is then carrying the largest amount of insurance carried on the Premises (referred to as "impartial appraiser"). The party desiring to have the full replacement value so redetermined by the impartial appraiser shall promptly, on



submission of the determination of the impartial appraiser, give written notice of the submission to the other party to this Lease. The determination of the impartial appraisal shall be final and binding on the parties to this Lease, and the parties shall promptly increase (or may decrease) the amount of the insurance carried pursuant to this section as the case may be to the amount so determined by the impartial appraiser. The determination shall be binding for a period of two (2) years, and subsequently until superseded by agreement between the parties to this Lease or by a subsequent redetermination by an impartial appraiser. Each party shall pay one-half of the fee, if any, of the impartial appraiser.

E. **Adjustment of coverage.** If either party shall at any time deem the limits of the personal injury or property damage public liability insurance then carried to be either excessive or insufficient, the parties shall endeavor to agree on the proper and reasonable limits for insurance then to be carried. Insurance shall then be carried with the limits thus agreed on until further change pursuant to the provisions of this section; but, if the parties shall be unable to agree on the limits, the proper and reasonable limits for insurance then to be carried shall be determined by an impartial third person selected by the parties, or should they be unable to agree on a selection, by an impartial third person chosen by the parties to this Lease, or their successors on application by either party made after thirty (30) days' written notice to the other party of the time and place of the application. The decision of the impartial third person as to the proper and reasonable limits for insurance then to be carried shall be binding on the parties, and insurance shall be carried with the limits as thus determined until the limits are again changed pursuant to the provisions of this section. The expenses of the determination shall be borne equally by the parties.

F. **Blanket insurance policies.** In spite of anything to the contrary contained in this section, the parties' obligations to carry the insurance provided for in this section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by such party. However, the coverage afforded shall not be reduced or diminished or otherwise be different from that which would have existed under a separate policy meeting all other requirements of this Lease by reason of the use of the blanket policy of insurance. The requirements of Paragraph E of this section must also be otherwise satisfied.

**SECTION 23. PROHIBITION OF INVOLUNTARY ASSIGNMENT:  
EFFECT OF BANKRUPTCY OR INSOLVENCY.**

A. **Prohibition of involuntary assignment.** Neither this Lease nor the leasehold estate of the parties nor any interest of parties under this Lease in the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever (except

through statutory merger or consolidation, or devise, or intestate succession); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

B. **Effect of bankruptcy.** Without limiting the generality of the provisions of the preceding Paragraph A of this section, the parties agree that if any proceedings under the Bankruptcy Code or any amendment to the act be commenced by or against a party, and the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or if a party is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which a party to this Lease is a party, with authority to take possession or control of the Premises or Building Improvement or the business conducted on the Premises or Building Improvement, and such receiver is not discharged after his or her appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Paragraph A of this section shall be deemed to constitute a breach of this Lease, at the election of the other party, but not otherwise, without notice or entry or other action of such party, terminate this Lease and also all rights of the breaching party under this Lease and in the Premises and Building Improvement and also all rights of any and all persons claiming under the breaching party.

**SECTION 24. NOTICE OF DEFAULT.**

A party shall not be deemed to be in default under this Lease in the payment of rent or the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this Lease unless the other party shall first give to such party thirty (30) days' written notice of the default and such party fails to cure the default within ninety (90) days or, if the default is of such nature that it cannot be cured within ninety (90) days, such party fails to commence to cure the default within the period of 180 days or fails to proceed to the curing of the default with all possible diligence.

**SECTION 25. DEFAULT.** In the event of any breach of this Lease by either party, the non-breaching party, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and personal property from the Premises or Building Improvement. Any personal property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of the defaulting party. Should a party elect to reenter, as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, the non-defaulting party may either terminate this Lease or it may from time to time, without terminating this Lease, relet the Premises or Building Improvement or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as the non-defaulting

party, in its sole discretion, may deem advisable with the right to make alterations and repairs to the Premises or Building Improvement.

**SECTION 26. RIGHT TO PERFORM.** If a party, by failing or neglecting to do or perform any act or thing provided in this Lease by it to be done or performed, shall be in default under this Lease and such failure shall continue for a period of ninety (90) days after written notice from the other party specifying the nature of the act or thing to be done or performed, then the other party may, but shall not be required to, do or perform or cause to be done or performed such act or thing and such party shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting on account of that election. The defaulting party shall repay to the other party on demand the entire expense incurred on account of the election, including compensation to the agents and employees. Any act or thing done by the non-defaulting party pursuant to the provisions of this section shall not be construed as a waiver of any such default, or as a waiver of any covenant, term, or condition contained in this Lease, or of any other right or remedy under this Lease or otherwise. All amounts payable under any of the provisions of this Lease, if not paid when they become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of 5% per annum, compounded annually.

**SECTION 27. EFFECT OF EMINENT DOMAIN.**

A. **Waiver of Right to Eminent Domain:** City hereby waives any right to condemnation or power of eminent domain for the duration of the term of this Lease Agreement as defined in Section 3 hereof.

B. **Effect of total condemnation.** If the Premises or Building Improvement shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of the taking, and the parties shall then be released from any liability subsequently accruing under this Lease.

C. **Effect of partial condemnation.** If a portion of the Premises or Building Improvement shall be so appropriated or taken and the remainder of the Premises or Building Improvement shall not be suitable for the use then being made, the parties shall have the right to terminate this Lease as of the date of the taking on giving to the other party written notice of termination within sixty (60) days after the notification in writing that the property has been so appropriated or taken. If there is a partial taking and a party does not so terminate this Lease then this Lease shall continue in full force and effect as to the part not taken.

D. **Condemnation award.** In the event of the termination of this Lease by reason of the total or partial taking of the Premises or Building Improvement by

eminent domain, then in any such condemnation proceedings, the parties shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

**SECTION 28. SURRENDER OF LEASE.** The voluntary or other surrender of this Lease, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of the non-surrendering party, terminate all or any existing subleases or subtenancies or may, at the option of the non-surrendering party, operate as an assignment to it of any or all such subleases or subtenancies.

**SECTION 29. WAIVER.** The waiver by a party of, or the failure to take action with respect to, any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, subsequent breach of the same, or any other term, covenant, or condition contained in this Lease.

**SECTION 30. PARTIES BOUND.** The covenants and conditions contained in this Lease shall, subject to the provision as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the Lease. All of the parties shall be jointly and severally liable under this Lease.

**SECTION 31. SECTION CAPTIONS.** The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

**SECTION 32. GOVERNING LAW AND JURISDICTION.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana. Any cause of action arising from the relationship between the Parties created by this Lease shall be brought, and preferred jurisdiction shall lie, in Lake County, State of Indiana.

**SECTION 33. ENTIRE AGREEMENT.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

**SECTION 34. MODIFICATION OF AGREEMENT.** Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

**SECTION 35. ADDITIONAL DOCUMENTS.** The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease. Each party to this Lease has caused it to be executed at Crown Point, Indiana, on the date indicated.

*[Remainder of this page intentionally left blank. Signature page to follow.]*



IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Lease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CROWN POINT, INDIANA

By: [Signature]  
David D.F. Uran, Presiding Officer

[Signature]  
Robert Clemons, Member

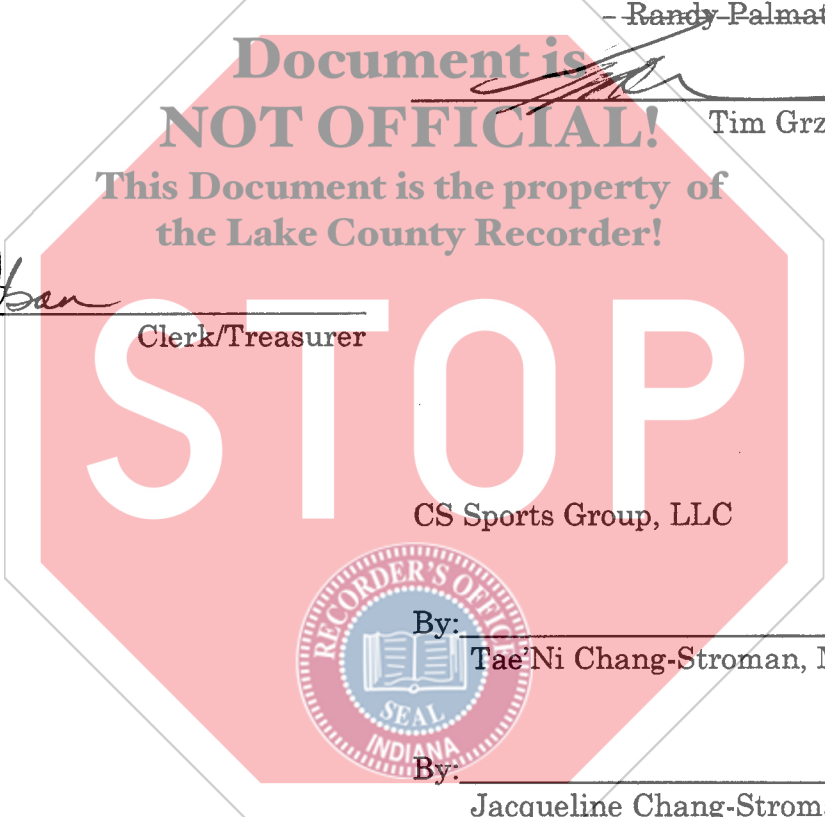
[Signature]  
Mike Conquest, Member

[Signature]  
~~Randy Palmateer, Member~~

[Signature]  
Tim Grzych, Member

Attest:

[Signature]  
Clerk/Treasurer



By: [Signature]  
Tae'Ni Chang-Stroman, Member

By: [Signature]  
Jacqueline Chang-Stroman, Member



IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Lease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CROWN POINT, INDIANA

By: \_\_\_\_\_  
David D.F. Uran, Presiding Officer

\_\_\_\_\_  
Robert Clemons, Member

\_\_\_\_\_  
Mike Conquest, Member

\_\_\_\_\_  
Randy Palmateer, Member

\_\_\_\_\_  
Tim Grzych, Member

Attest:

\_\_\_\_\_  
Clerk/Treasurer



CS Sports Group, LLC  
By: \_\_\_\_\_  
Tae Ni Chang-Stroman, Member

By: Jacqueline M. Chang-Stroman  
Jacqueline Chang-Stroman, Member



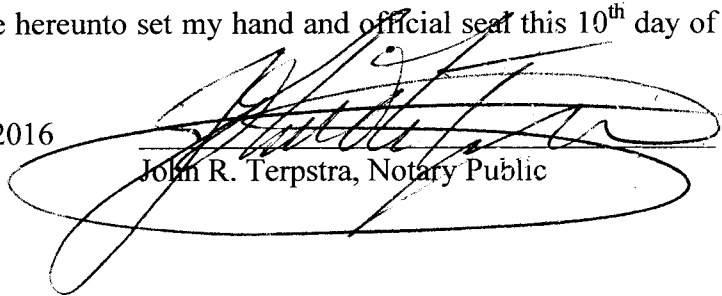
STATE OF INDIANA     )  
  ) SS:  
COUNTY OF LAKE     )

Before me, the undersigned Notary Public in and for said County and State, do hereby certify that each **TAE'NI CHANG-STROMAN** and **JACQUELINE CHANG-STROMAN\*** personally appeared and executed the above document as each their voluntary act and deed, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10<sup>th</sup> day of December, 2014.

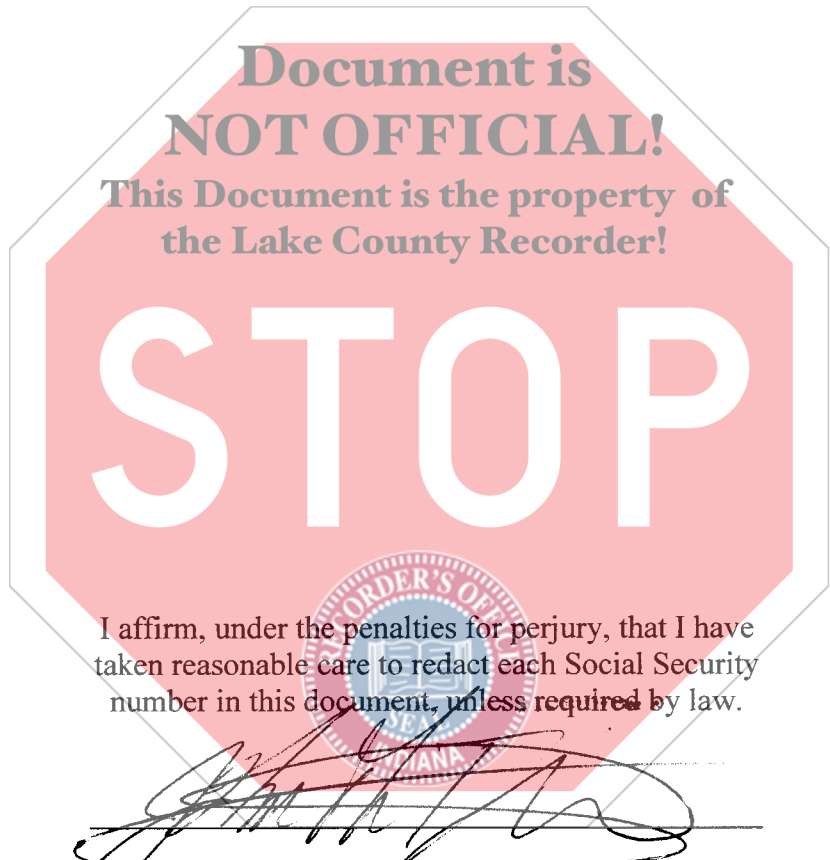
My Commission Expires:     March 26, 2016

Resident of Lake County, Indiana



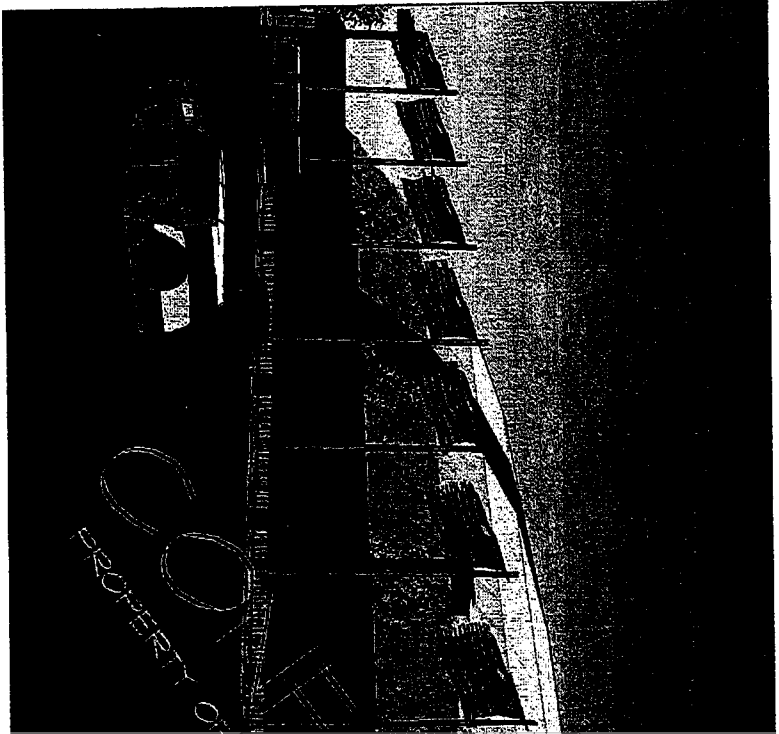
John R. Terpstra, Notary Public

*\* members of CSSports Group, LLC*



This instrument prepared by: John R. Terpstra of Hinshaw & Culbertson LLP, 322 Indianapolis Boulevard, Suite 201, Schererville, Indiana 46375; (219) 864-5051.

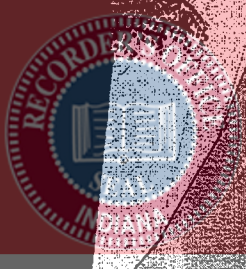




CONCEPTUAL RENDERING ELEVATION  
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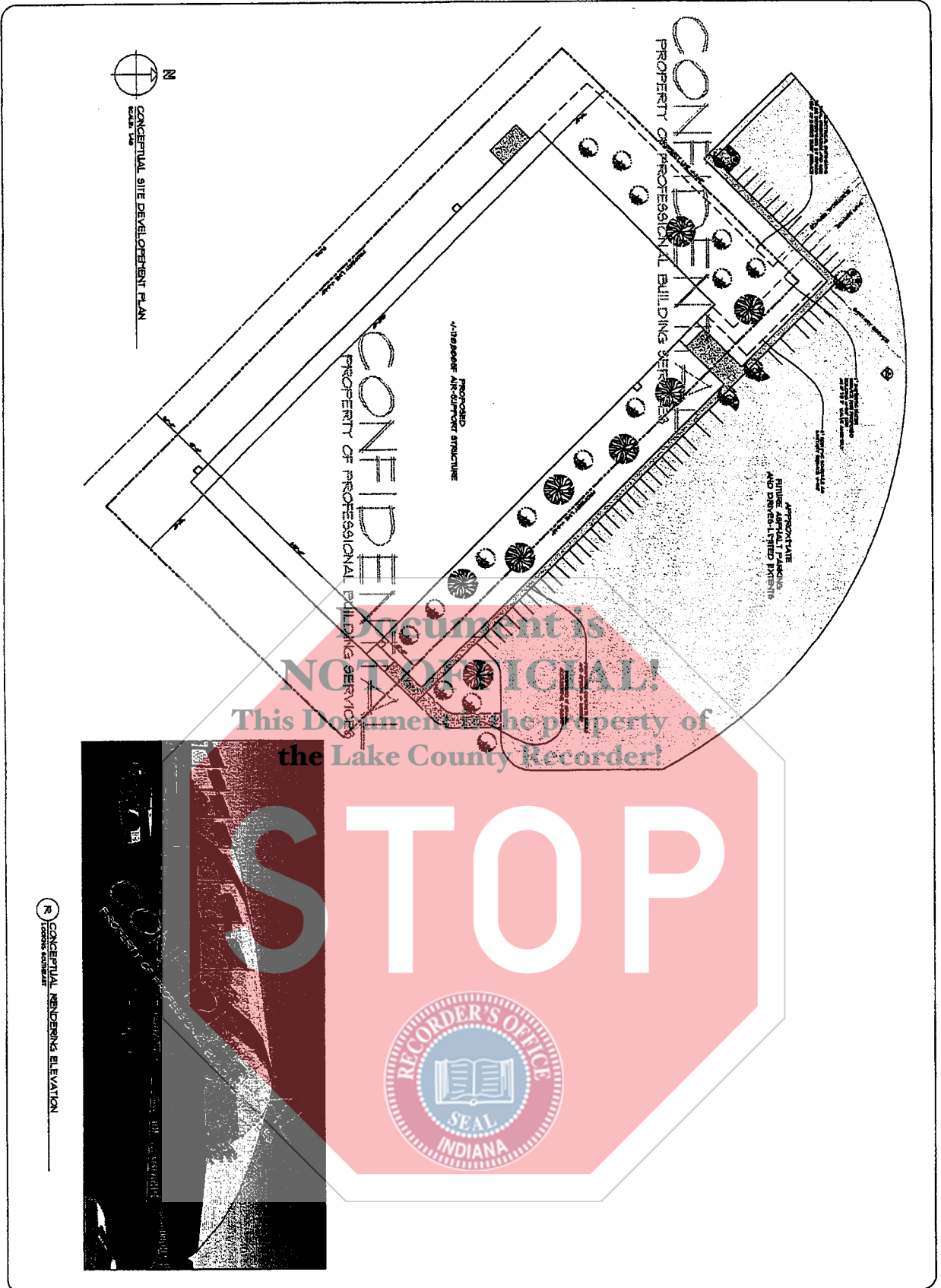
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CONCEPTUAL  
RENDERING  
ELEVATION  
DATE: N/A  
SCALE: N/A

**C.P. SPORTS COMPLEX**  
NORTH STREET  
CROWN POINT, INDIANA  
LAKE COUNTY

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LAKELAND RECORDERS





N  
 CONCEPTUAL SITE DEVELOPMENT PLAN  
 SCALE 1/8" = 1'-0"

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CONCEPTUAL RENDERING ELEVATION

CP-10  
 N.T.S.

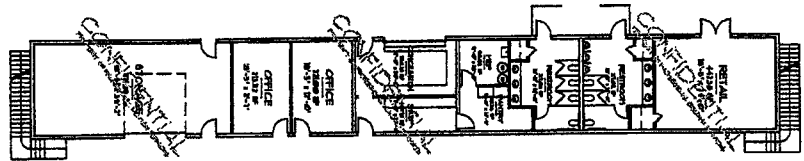
NO.	DATE	BY	DESCRIPTION
1	12/12/12	OWNER/RECORD	REVISION
2			
3			
4			
5			

**C.P. SPORTS COMPLEX**  
 NORTH STREET  
 CROWN POINT, INDIANA  
 LAKE COUNTY

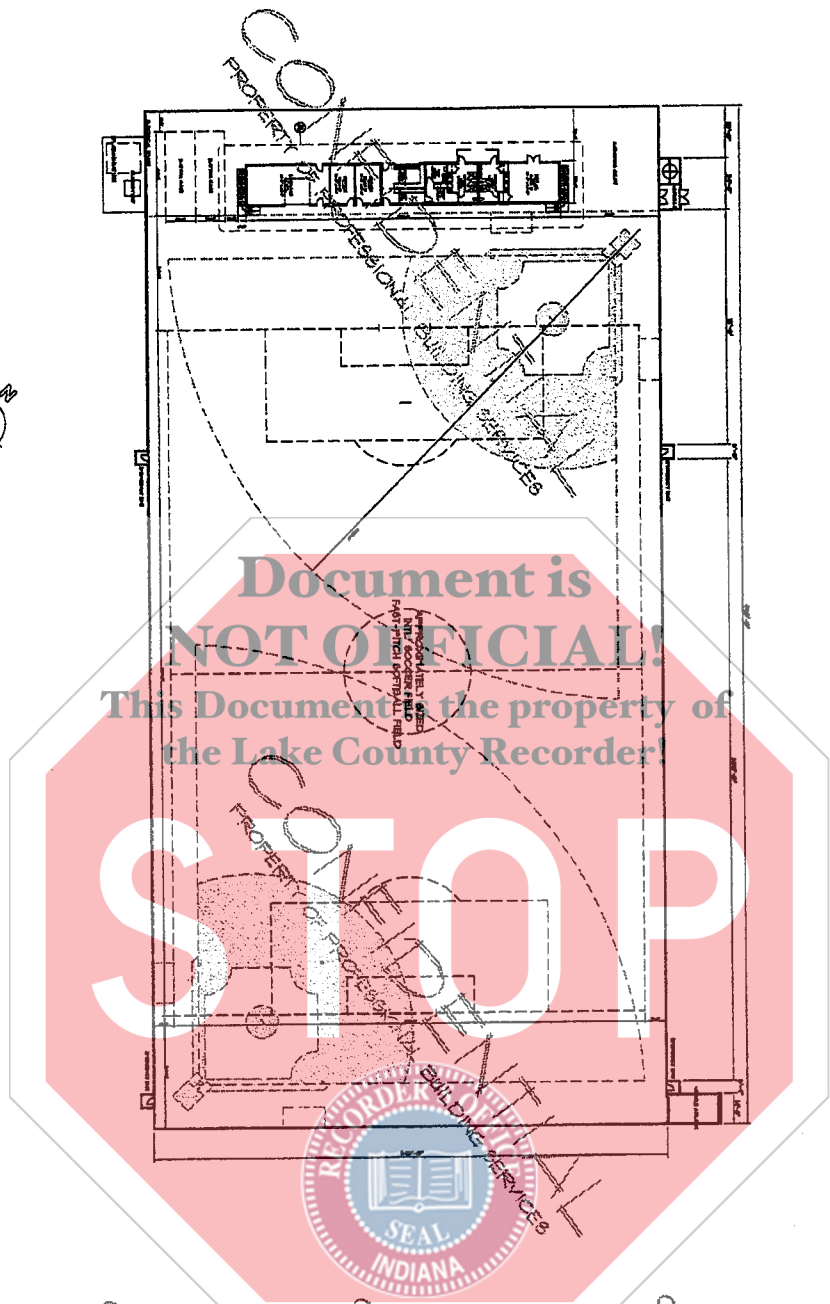
PROJECT: C.P. SPORTS COMPLEX  
 PREPARED BY: [Name]  
 DATE: [Date]



1 1ST FLOOR PLAN  
SCALE: 1/8" = 1'-0"



CONCEPTUAL DEVELOPMENT PLAN  
SCALE: 1/8" = 1'-0"



2 2ND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



CP-2.0  
DATE: N.T.S.

NO.	DATE	DESCRIPTION	BY	CHKD.
1	11/22/12	CONCEPT DESIGN		
2				
3				
4				
5				

**C.P. SPORTS COMPLEX**  
 NORTH STREET  
 CROWN POINT, INDIANA  
 LAKE COUNTY

**DESIGNER:**  
 P. & S. ARCHITECTS, INC.  
 1000 NORTH STREET  
 CROWN POINT, INDIANA 46032  
 (765) 768-1111  
 www.pandsa.com

