

**FIRST AMENDMENT TO LEASE
BETWEEN
MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION
AND
MERRILLVILLE COMMUNITY SCHOOL CORPORATION**

2016 055680

WHEREAS, the Merrillville Multi-School Building Corporation, an Indiana corporation (the "Lessor"), and the Merrillville Community School Corporation, a school corporation existing under the laws of the State of Indiana and located in Lake County (the "Lessee"), did heretofore on June 5, 2007, enter into a Lease Agreement (the "Original Lease") of the real estate described in Exhibit A attached hereto (the "Leased Premises"), as authorized by Indiana Code 20-47-3, which lease was recorded on February 21, 2008, in the Office of the Recorder of Lake County, Indiana, as Instrument Number 2008012478 with corresponding Addendum to Lease recorded February 21, 2008 as Instrument Number 2008012479; and

STATE OF INDIANA
OFFICE OF THE RECORDER
LAKE COUNTY
RECORDED
MICHAEL B. BROWN
AUG 17 AM 8:58

WHEREAS, Lessor and Lessee desire to amend the Original Lease to reflect the refunding of certain debt payable from the Original Lease, and Lessor has agreed to provide capital improvements at the Leased Premises and at facilities owned or leased by the School Corporation (collectively, the "Projects"); and

WHEREAS, Lessor shall issue its Ad Valorem Property Tax First Mortgage Bonds, in one or more series with such designation as necessary, to effectuate the refunding and the financing of the Projects (collectively, the "Bonds"); now therefore,

IT IS AGREED by and between the Lessor and the Lessee that the Original Lease made and executed between them shall be amended as follows effective with the issuance and delivery by the Lessor of the additional bonds to fund the refunding and the renovation and improvements contemplated hereby:

1. Section 1 of the Original Lease is amended by adding at the end thereof a new paragraph as follows:

"The Lessor agrees to provide capital improvements at the Leased Premises and at facilities owned or leased by the Lessee (collectively, the "Project") all according to plans and specifications filed with and approved by Lessee, and to lease, demise and let the renovation and improvements to the Lessee. Such plans and specifications may be changed, additional construction, demolition, renovation or improvement work may be performed and equipment may be acquired by Lessor, but only with the approval of the Lessee, and only if such changes or modifications or additional construction, renovation or improvement work or equipment do not alter the use of the building or reduce the value thereof. Any such additional construction, renovation or improvement work or equipment shall be part of the property covered by this Lease."

2. The Lease rentals shall be as shown on Exhibit B (Amended 2007 Lease) attached hereto.



Handwritten: 32-1
2/21/23
Not 2 Refs

FILED

AUG 17 2016

25253

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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

Dated as of June 30, 2016.

MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION

By: David W. Birk
President, Board of Directors

Attest:

[Signature]

Secretary, Board of Directors



MERRILLVILLE COMMUNITY SCHOOL
CORPORATION

By: *Mark S. Lucas*
President, Board of School Trustees

Attest:


Linda Jonaitis
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 10th day of August, 2016, personally appeared DAVID W. BARRICK and DONALD P. LEVINSON, personally known to me to be the President and Secretary, respectively, of Merrillville Multi-School Building Corporation, and acknowledged the execution of the foregoing First Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.



(Written Signature)

Bonnie C. Coleman

(Printed Signature) Notary Public

(Seal)

My commission expires: September 19, 2016 My county of residence is: _____

September 19, 2016 **This Document is the property of** _____

the Lake County Recorder!



EXHIBIT A

LEGAL DESCRIPTION

Tract 1 - A portion of Pierce Middle School and addition thereto

Parcel 6: A parcel of real estate in the Northwest Quarter of Section 16, Township 36 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana, and being a part of the real estate conveyed to the Merrillville Community School Corporation per a Warranty Deed dated January 17, 1990 and recorded February 22, 1990, as Document No. 085694, in the Office of the Recorder of Lake County, Indiana, said parcel described as follows (the bearings are based on the South line of said Northwest Quarter having a direction of North 89 degrees 47 minutes 10 seconds West): Beginning at a point on the East right-of-way line of Connecticut Street that is North 00 degrees 02 minutes 11 seconds West, 15.00 feet from the intersection of said East right-of-way line with the South right-of-way line of 70th Avenue; thence continuing North 00 degrees 02 minutes 11 seconds West, 20.00 feet along said East right-of-way line; thence South 89 degrees 45 minutes 42 seconds

East, 44.61 feet; thence South 00 degrees 14 minutes 18 seconds West, 43.31 feet to the North face of a proposed building addition to the existing Pierce Middle School; thence Easterly along said North face the following 3 courses and distances, South 89 degrees 25 minutes 03 seconds East 51.16 feet, North 00 degrees 34 minutes 54 seconds East 2.04 feet and South 89 degrees 25 minutes 03 seconds East 17.00 feet to the Northeast corner of said proposed building addition; thence Southerly along the Easterly face of said proposed building addition the following 7 courses and distances, South 00 degrees 34 minutes 54 seconds West 47.33 feet, North 89 degrees 25 minutes 06 seconds West 13.00 feet, South 00 degrees 34 minutes 54 seconds West 1.67 feet, North 89 degrees 25 minutes 06 seconds West 4.00 feet, South 00 degrees 34 minutes 54 seconds West 13.34 feet, North 89 degrees 25 minutes 06 seconds West 83.00 feet, South 00 degrees 34 minutes 54 seconds West 14.28 feet to the Southerly face of said proposed building addition; thence Westerly along said Southerly face of said proposed building addition the following 2 courses and distances, North 89 degrees 25 minutes 06 seconds West 17.19 feet and South 00 degrees 34 minutes 54 seconds West 1.92 feet to the Northerly face of the existing Pierce Middle School; thence Westerly along said Northerly face the following 5 courses and distances, North 89 degrees 25 minutes 06 seconds West 17.77 feet, South 00 degrees 34 minutes 54 seconds West 3.40 feet, North 89 degrees 25 minutes 06 seconds West 13.33 feet, North 00 degrees 34 minutes 54 seconds East 3.40 feet and North 89 degrees 25 minutes 06 seconds West 46.60 feet to the Northwest corner of said Pierce Middle School; thence Northerly along the Westerly face of said proposed building addition the following 2 courses and distances, North 00 degrees 34 minutes 54 seconds East 47.33 feet, South 89 degrees 24 minutes 54 seconds East 26.73 feet; thence North 00 degrees 34 minutes 54 seconds East 51.82 feet along said Westerly face and the prolongation thereof; thence North 89 degrees 45 minutes 42 seconds West, 24.65 feet to said East right-of-way line of Connecticut Street and the point of beginning.

EXHIBIT A (CONT.)

Tract II - Iddings Elementary School:

Parcel 1: Part of the North half of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section; thence Northerly along the West line of said Quarter Section 185 feet; thence North 73 degrees 55 minutes 09 seconds East, 225.02 feet to a point 250 feet Northerly from and measured at a right angle to the South line of said Quarter Section; thence Easterly along a line parallel to and 250 feet Northerly from the South line of said Quarter Section, 89.52 feet; thence due North 298.78 feet; thence due West 50.33 feet; thence due North 245.67 feet; thence due West 345.42 feet; thence due South 789.56 feet to the South line of the North half of said Section 16; thence Easterly along the South line of the North half of said Section 16, a distance of 90 feet to the place of beginning.

Parcel 2: Part of the Northwest Quarter of the Northeast Quarter (School Lot Two of 40 acre lots) of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of School Lot 2, thence East along the South line of School Lot 2 a distance of 15.70 feet to the South right-of-way line of the Chesapeake & Ohio Railroad right-of-way; thence Northwesterly along said right-of-way line to a point of intersection with the West line of School Lot 2; thence South along said West line to the place of beginning; also, all that part of the West 20 acres of the Southwest Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying Southwesterly of the Chesapeake & Ohio Railroad right-of-way, except the East 279.37 feet thereof, excluding therefrom the

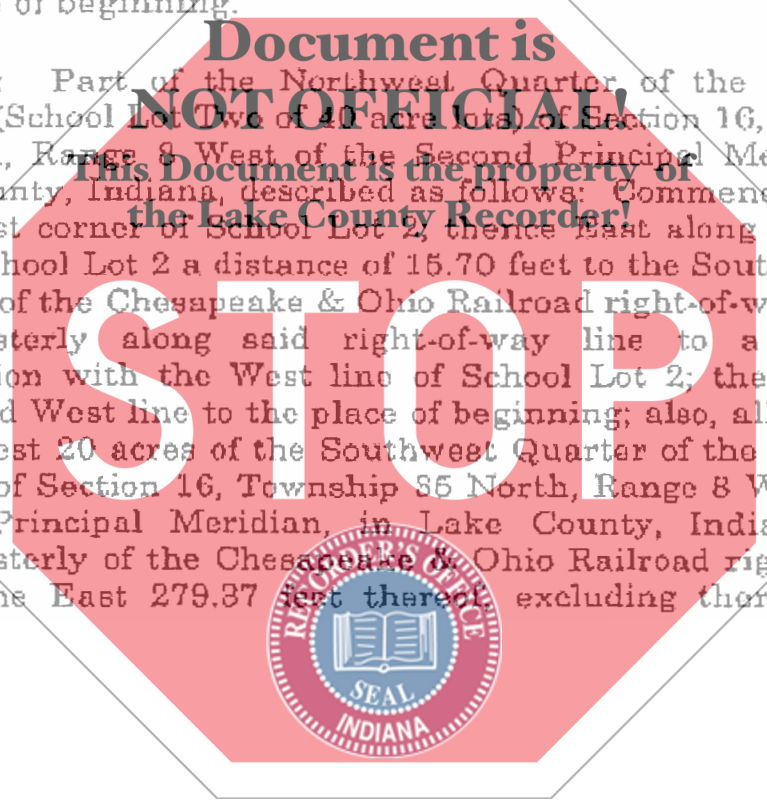


EXHIBIT A (CONT.)

following described tract: Commencing at the Southwest corner of said tract; thence East along the South line of said tract a distance of approximately 385.74 feet to a point that is 279.37 feet West of the Southeast corner of said West 20 acres and 942.37 feet West of the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section, and at West line of the tract of land deeded to Michael Demis and Dorothy Demis, husband and wife, on March 28, 1953, by Martin J. Powers and Marie Powers, husband and wife, and recorded in Deed Record 935, page 67, in the Office of the Recorder of Lake County, Indiana; thence North along said West line of above described deeded tract a distance of 250 feet to a point; thence West along a line that is parallel to the South line of the Southwest Quarter of the Northeast Quarter a distance of 180 feet to a point; thence Southwesterly to a point that is 185 feet North of the Southwest corner and on the West line of the Southwest Quarter of the Northeast Quarter; thence South along the West line of the Southwest Quarter of the Northeast Quarter, a distance of 185 feet to the place of beginning, excepting therefrom the following described tract: That part of the Southwest Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, Beginning at a point on the West line of said Quarter, Quarter Section and 185 feet North of the Southwest corner of the Northeast Quarter of said Section; thence North along the West line of said Quarter, Quarter Section, a distance of 604.56 feet to a point; thence Easterly along a line a distance of 255.76 feet to a point that is 794.45 feet North of the South line of said Northeast Quarter Section; thence Southerly along a line that is 255.76 feet East of the West line of said Quarter, Quarter Section a distance of 245.67 feet to a point; thence Easterly a distance of 50.33 feet along a line to a point that is 548.78 feet North of the South line of said Northeast Quarter Section; thence Southerly along a line that is 306.09 feet East of the West line of said Quarter, Quarter Section, a distance of 298.78 feet, more or less, to a point on a line that is 250 feet North of the South line of said Northeast Quarter Section; thence Westerly along a line parallel to the South line to a point that is 180 feet West of the West line of a tract of land deeded to Michael Demis and Dorothy Demis, husband and wife, on March 28, 1953, by Martin J. Powers and Marie Powers, husband and wife, and recorded in Deed Record 935, page 67, in the Office of the Recorder of Lake County, Indiana; thence Southwesterly to the point of beginning.

EXHIBIT A (CONT.)

Parcel 3: The East 189.686 feet of the West 20 acres of the Southwest Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying Southwesterly of the Chesapeake & Ohio Railroad right-of-way, except the South 360 feet thereof.

Parcel 4: All that part of the East half of the Northwest Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying South of the Southerly right-of-way line of the Chesapeake & Ohio Railroad except the West 1176.49 feet and excepting therefrom the land lying West of the following described line: Commencing at the intersection of the East line of said Quarter Section extended North and the Southerly right-of-way line of the Chesapeake & Ohio Railroad; thence running Southwesterly to a point that is 440 feet South of and parallel to the said Southerly right-of-way line of the Chesapeake & Ohio Railroad and 1176.49 feet East and parallel to the West line of the East half of the Northwest Quarter of Section 16, Township 35 North Range 8 West of the Second Principal Meridian and excepting therefrom the following described tract: That part of the Southeast Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, beginning at a point on the South line of the Northwest Quarter of said Section and 1236.49 feet East of the West line of the said Quarter, Quarter Section; thence Northerly along a line parallel to the West line of said Quarter, Quarter Section, a distance of 788.66 feet to a point; thence Easterly along a line to a point on the East line of the Northwest Quarter of said Section that is 789.66 feet North of the South line of the Northwest Quarter of said Section; thence Southerly along the East line of the Northwest Quarter of said Section to the South line of the Northwest Quarter of said Section; thence Westerly along the South line of the Northwest Quarter of said Section to the point of beginning.

Parcel 5: The West 136.635 feet of the East 20.937 feet of that part of the West 20 acres of the Southwest Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying Southwesterly of the Chesapeake & Ohio Railroad right-of-way, except the South 250 feet thereof.

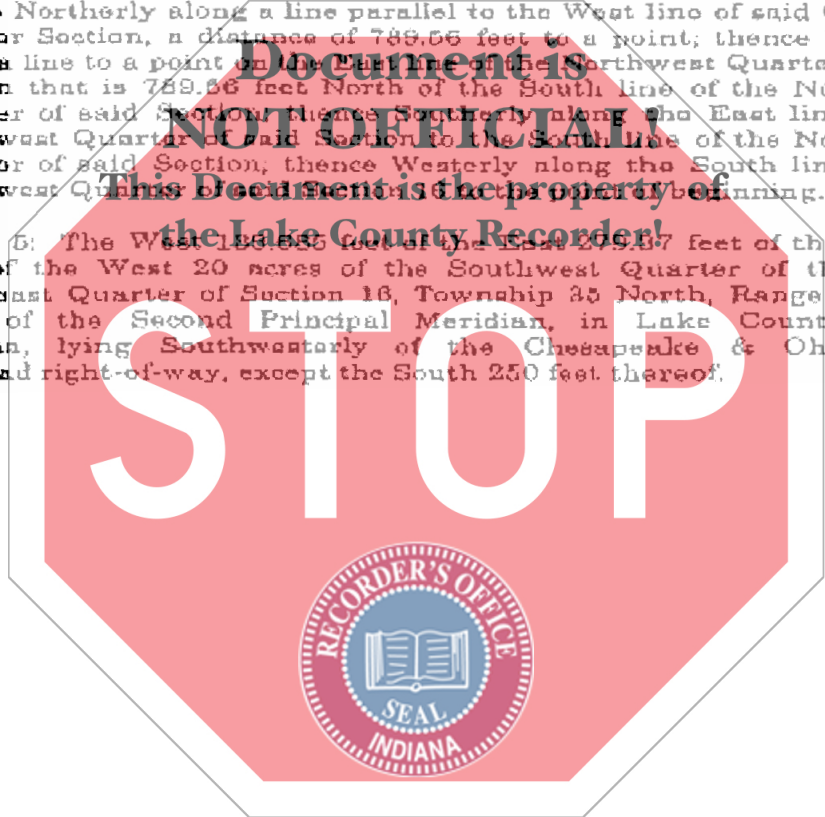
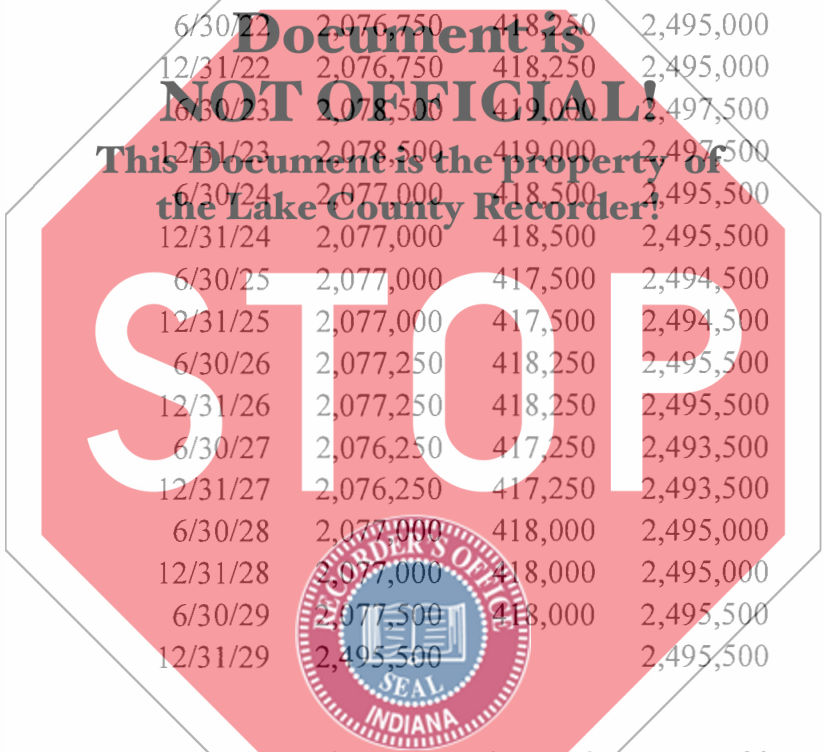


EXHIBIT B

SCHEDULE OF SEMI-ANNUAL LEASE RENTAL PAYMENTS

Date	Amended 1990 Lease	Amended 2007 Lease	Amended Total
12/31/16	\$2,078,000	\$419,500	\$2,497,500
6/30/17	2,076,250	418,250	2,494,500
12/31/17	2,076,250	418,250	2,494,500
6/30/18	2,078,250	418,250	2,496,500
12/31/18	2,078,250	418,250	2,496,500
6/30/19	2,075,750	417,750	2,493,500
12/31/19	2,075,750	417,750	2,493,500
6/30/20	1,148,500	419,500	1,568,000
12/31/20	1,148,500	419,500	1,568,000
6/30/21	1,147,000	419,500	1,566,500
12/31/21	1,147,000	419,500	1,566,500
6/30/22	2,076,750	418,250	2,495,000
12/31/22	2,076,750	418,250	2,495,000
6/30/23	2,078,500	419,000	2,497,500
12/31/23	2,078,500	419,000	2,497,500
6/30/24	2,077,000	418,500	2,495,500
12/31/24	2,077,000	418,500	2,495,500
6/30/25	2,077,000	417,500	2,494,500
12/31/25	2,077,000	417,500	2,494,500
6/30/26	2,077,250	418,250	2,495,500
12/31/26	2,077,250	418,250	2,495,500
6/30/27	2,076,250	417,250	2,493,500
12/31/27	2,076,250	417,250	2,493,500
6/30/28	2,077,000	418,000	2,495,000
12/31/28	2,077,000	418,000	2,495,000
6/30/29	2,077,500	418,000	2,495,500
12/31/29	2,495,500		2,495,500



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. (James D. Shanahan, Esq.)

This instrument prepared by James D. Shanahan, Taft Stettinius & Hollister LLP, 111 East Wacker, Suite 2800, Chicago, Illinois 60601.