

**ST. JOHN REDEVELOPMENT COMMISSION**

**RESOLUTION NO. 14-06-26A RDC**

**RESOLUTION OF THE ST. JOHN REDEVELOPMENT  
COMMISSION APPROVING A SUBLEASE AGREEMENT BETWEEN THE  
TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AND THE  
ST. JOHN REDEVELOPMENT COMMISSION, AND ALL MATTERS RELATED  
THERE TO**

**WHEREAS**, the St. John Redevelopment Authority (the "Authority") has adopted a Resolution indicating its intent to issue its St. John Redevelopment Authority Lease Rental Revenue Bonds (the "Bonds"), in one (1) or more series, in an aggregate issued amount not to exceed Five Million Two Hundred Thousand Dollars (\$5,200,000), to (i) finance all or a portion of the acquisition and construction of certain road and street improvements within the Town of St. John, Lake County, Indiana (the "Town"), which are described on Exhibit A attached hereto and made a part of this Resolution (the "Projects"), (ii) pay any capitalized interest on the Bonds, and (iii) pay costs incurred in connection with the issuance of the Bonds; and

**WHEREAS**, the St. John Redevelopment Commission (the "Commission") now seeks to approve a proposed Sublease Agreement between the Town and the Commission in the form presented at this public meeting (the "Sublease") for the purpose of subleasing certain property and paying sublease rental payments in connection with the Projects.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, REDEVELOPMENT COMMISSION, AS FOLLOWS:**

**SECTION ONE:** The Commission hereby approves the Sublease.

**SECTION TWO:** Any Member of the Commission is hereby authorized and directed, for and on behalf of the Commission, to execute and deliver the Sublease and any related contract, agreement, certificate, instrument or other document, and to take any action as such person determines to be necessary or appropriate to accomplish the purposes of this Resolution, with such determination to be conclusively evidenced by such person's execution of such contract, agreement, certificate, instrument or other document or such person's taking of such action.

**SECTION THREE:** This Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Commission.

*(signatures follow on the next page)*

ALL OF WHICH IS PASSED AND ADOPTED THIS 26TH DAY OF JUNE, 2014,  
BY THE ST. JOHN REDEVELOPMENT COMMISSION.

ST. JOHN REDEVELOPMENT COMMISSION



Mark Barenie, President



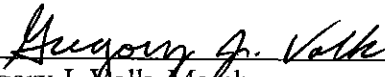
Michael S. Forbes, Vice-President



Larry Bustamante, Secretary



Kenneth D. Gembala, Member



Gregory J. Volk, Member

ATTEST:



Sherry P. Sury, IAMC, CMC, Clerk-Treasurer

Exhibit A

Description of the Projects

The acquisition of right-of-way for and construction of all or a portion of road and street improvements for the following roads and streets in the Town of St. John, Indiana (which area is generally depicted on Schedule A attached hereto):

SUBLEASE AGREEMENT

between

ST. JOHN REDEVELOPMENT COMMISSION

SUBLESSOR

and

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

SUBLESSEE

Dated as of 6/26/14, 2014

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, made and dated as of this \_\_\_ day of \_\_\_\_\_, 2014, by and between the ST. JOHN REDEVELOPMENT COMMISSION (the "Sublessor"), and the TOWN OF ST. JOHN, LAKE COUNTY, INDIANA (the "Sublessee").

### WITNESSETH:

WHEREAS, the Sublessee has created the Sublessor to undertake redevelopment and economic development in the geographical boundaries of the Sublessee in accordance with Indiana Code § 36-7-14-1, et. seq. (the "Act");

WHEREAS, to foster economic development and redevelopment in the geographical boundaries of the Sublessee, the Sublessor, and the Sublessee now seek to provide for the construction of all or a portion of certain road and street improvements set forth on Exhibit A hereto (the "Projects");

WHEREAS, the Sublessor has entered into a Lease Agreement, dated as of June 27, 2014 (the "Lease"), by and between the St. John Redevelopment Authority, as lessor (the "Redevelopment Authority"), and the Sublessor, as lessee, for the purpose of obtaining money to pay the costs of the acquisition or construction of the Projects through the issuance of bonds by the Redevelopment Authority;

WHEREAS, the annual rentals to be paid under this Sublease by the Sublessee may be used by the Sublessor to pay the lease rentals under the Lease, which in turn may be used by the Redevelopment Authority to pay debt service on, and other necessary incidental expenses of the Authority relating to, the bonds to be issued by the Redevelopment Authority to finance the Projects (the "Bonds");

WHEREAS, the Sublessor has acquired or will acquire interests in the real estate described in Exhibit B relating to the Projects (such real estate, together with any roads or other improvements that, on the date hereof, are located thereon, collectively, the "Real Estate"), and such interests shall be for a term no less than the term of this Sublease;

WHEREAS, the Redevelopment Authority has acquired or constructed or will acquire or construct the Projects (the Real Estate and the Projects on the Real Estate, collectively, the "Leased Premises") and will acquire any projects completed as part of the Projects before the issuance of the Bonds by the Redevelopment Authority to pay for the Projects;

WHEREAS, the total cost of the Projects, including, but not limited to, costs of acquisition of the Real Estate, construction of improvements, architects' and engineers' fees, consultants' services, legal and financing expenses, certain expenses of operation of the Redevelopment Authority during construction, interest during construction and repayment of any funds advanced by the Sublessor or Sublessee to meet preliminary expenses necessary to be paid prior to the issuance of the Bonds by the Redevelopment Authority, is estimated not to exceed Five Million Two Hundred Thousand Dollars (5,200,000); and

WHEREAS, on June 26, 2014 the Sublessor and the Sublessee, respectively, each adopted substantially identical resolutions approving this Sublease.

THIS AGREEMENT WITNESSETH THAT:

1. Premises, Term and Warranty. The Sublessor does hereby lease, demise and let to Sublessee all of the Sublessor's right, title and interest in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Sublessee, beginning on the date the Sublessor acquires an interest in any of the Leased Premises and ending on the day prior to a date not later than sixteen (16) years after such date of occupancy by the Sublessor of any of the Leased Premises. Notwithstanding the foregoing, the term of this Sublease will terminate at the earlier of (a) the exercise by the Sublessee of the option to purchase all of the Leased Premises pursuant to Section 11 hereof, and the payment of the option price, or (b) the payment or defeasance of all obligations issued by the Redevelopment Authority and secured by the Lease or any portion thereof; provided that no bonds or other obligations of the Redevelopment Authority issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Sublessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Sublessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Sublessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Sublease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

2. Lease Rental. (a) Fixed Rental Payments. The Sublessee agrees to pay rental for the Leased Premises at a rate per year during the term of the Sublease not to exceed Four Hundred Ninety-Five Thousand Dollars (\$495,000), payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the aggregate value of the Real Estate together with that portion of the Projects which are complete and ready for use by the Sublessee at the time such semi-annual installment is made. Such rental shall be payable in advance in semi-annual installments on [January 15] and [July 15] of each year, with the first rental installment due no earlier than \_\_\_\_\_ 15, 20\_\_ . The last semi-annual rental payment due before the expiration of this Sublease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Sublease.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on [August 1], rounded up to the next One Thousand Dollars (\$1,000), together with incidental costs in each year in an amount to be determined at the time the Bonds are sold for the purpose of paying annual trustee fees and related costs, payable in advance in semi-annual installments. In addition, each such

reduced semi-annual installment shall be based on the value of the Real Estate together with that portion of the Projects which are complete and ready for use by the Sublessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Sublease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Sublease.

(b) Additional Rental Payments. (i) The Sublessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Sublessor for any insurance payments made by it under Section 6. The Sublessee shall pay as additional rental all administrative expenses of the Sublessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Sublessor by the Sublessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Sublessee shall in good faith desire to contest the validity of any such tax or assessment, the Sublessee shall so notify the Sublessor and shall furnish bond with surety to the approval of the Sublessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Sublessor from the nonpayment thereof when due, the Sublessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Sublessee shall also pay as Additional Rentals the amount calculated by or for the Sublessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds ("Code"), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Sublessee may by resolution pay Additional Rentals to enable the Sublessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Sublessor with such Additional Rentals. The Sublessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Sublessee may pay the annual rentals and the Additional Rentals or any other amounts due hereunder from any revenues legally available to the Sublessee.

3. Payment of Rentals. All rentals payable under the terms of this Sublease shall be paid by the Sublessee to the bank or trust company designated as trustee ("Trustee") under the Trust Indenture between it and the Redevelopment Authority ("Indenture"), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Redevelopment Authority to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Sublease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be

recorded as an addendum to this Sublease. All payments so made by the Sublessee shall be considered as payment to the Sublessor of the rentals payable hereunder.

4. Abatement of Rent. If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Sublessee, it shall then be the obligation of the Sublessor to restore and reconstruct that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Sublessor excepted; provided, however, that the Sublessor shall not be obligated to expend on such restoration or reconstruction more than the condemnation proceeds received by the Sublessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Sublessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

5. Maintenance, Alterations and Repairs. The Sublessee may enter into agreements with one (1) or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Sublease, the Sublessee shall deliver the Leased Premises to the Sublessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. Insurance. During the full term of this Sublease, the Sublessee shall, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one (1) or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Sublessor, the Sublessee, and the Trustee and to such other person or persons as the Sublessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Sublessor and the Trustee. If, at any time, the Sublessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Sublessor and the amount paid therefor shall be added to the amount of rentals payable by the Sublessee under this Sublease; provided, however, that the Sublessor shall be under no obligation to obtain such insurance and any action or non-action of the Sublessor in this regard shall not relieve the Sublessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Sublessor, the Sublessee and the Trustee are named as additional



insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one (1) or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Sublessee's operations on the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Sublessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Sublessee shall direct the Sublessor and the Trustee in writing as to which of the ways specified in this Section the Sublessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Sublessor shall cooperate fully with the Sublessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Sublessee to litigate in any such proceedings in its own name or in the name and on behalf of the Sublessor. In no event will the Sublessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Sublessee, which consent shall not be unreasonably withheld.

8. General Covenant. The Sublessee shall not assign this Sublease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Sublessor. The Sublessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the Town, and all other proper governmental authorities.

9. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the

Sublessee and the Sublessor represent, covenant and agree that neither the Sublessor nor the Sublessee will take any action or fail to take any action with respect to the Bonds, this Sublease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Sublease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All officers, members, employees and agents of the Sublessor and the Sublessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Sublessor and the Sublessee as of the date the Bonds are issued and to enter into covenants on behalf of the Sublessor and the Sublessee evidencing the Sublessor's and the Sublessee's commitments made herein. In particular, all or any members or officers of the Sublessor and the Sublessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Sublessor and the Sublessee on the date the Bonds are issued and the commitments made by the Sublessor and the Sublessee herein regarding the amount and use of the proceeds of the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with if the Sublessee receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

10. Option to Renew. The Sublessor hereby grants to the Sublessee the right and option to renew this Sublease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Sublessee shall exercise this option by written notice to the Sublessor given upon any rental payment date prior to the expiration of this Sublease.

11. Option to Purchase. The Sublessor hereby grants to the Sublessee the right and option, on any date, upon sixty (60) days' written notice to the Sublessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof, including, but not limited to all indebtedness incurred on account of the Leased Premises (including indebtedness incurred for the refunding of any such indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Sublessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Sublessor and the Redevelopment Authority represented by outstanding securities or existing indebtedness plus the cost of transferring

the property and liquidating the Sublessor and the Redevelopment Authority. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Sublessor or the Redevelopment Authority in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Sublessee, the Sublessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Sublessee in order to purchase the Leased Premises, or any portion thereof, including, but not limited to all indebtedness incurred on account of the Leased Premises, in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Sublessor will upon payment of the option price deliver, or cause to be delivered, to the Sublessee documents conveying to the Sublessee, or any entity designated by the Sublessee, all of the Sublessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Sublessor; (ii) those liens and encumbrances created by the Sublessee and to the creation or suffering of which the Sublessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Sublease.

In the event of purchase of the Leased Premises, or any portion thereof as set forth above, by the Sublessee or conveyance of the Leased Premises, or any portion thereof as set forth above, to the Sublessee or the Sublessee's designee, the Sublessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Sublessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Sublessee shall be under any obligation to purchase the Leased Premises, or any portion thereof as set forth above, or under any obligation respecting the creditors, members or security holders of the Sublessor.

12. Transfer to Sublessee. If the Sublessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Sublessee of its obligations under this Sublease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Sublessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Sublessor and, upon the Sublessee's request the Sublessor shall execute proper instruments conveying to the Sublessee, or to any entity designated by the Sublessee, all of Sublessor's title to the Leased Premises, or such portion thereof.

13. Defaults. If the Sublessee shall default (a) in the payment of any rentals or other sums payable to the Sublessor hereunder, or in the payment of any other sum herein required to be paid for the Sublessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Sublessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or

equitable remedy; or the Sublessor, at its option, without further notice, may terminate the estate and interest of the Sublessee hereunder, and it shall be lawful for the Sublessor forthwith to resume possession of the Leased Premises and the Sublessee covenants to surrender the same forthwith upon demand.

The exercise by the Sublessor of the above right to terminate this Sublease shall not release the Sublessee from the performance of any obligation hereof maturing prior to the Sublessor's actual entry into possession. No waiver by the Sublessor of any right to terminate this Sublease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. Notices. Whenever either party shall be required to give notice to the other under this Sublease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Sublessor: St. John Redevelopment Authority, Attention: President, St. John Municipal Building, 10955 West 93rd Avenue, St. John, Indiana 46373; (b) to Sublessee: St. John Redevelopment Commission, Attention: President, St. John Municipal Building, 10955 West 93rd Avenue, St. John, Indiana 46373.

The Sublessor, the Sublessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. Successors or Assigns. All covenants of this Sublease, whether by the Sublessor or the Sublessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. Construction of Covenants. All provisions herein contained shall be construed in accordance with the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Sublease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Sublessor and the Sublessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Sublease.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed for and on their behalf on the date first written above.

**SUBLESSOR**

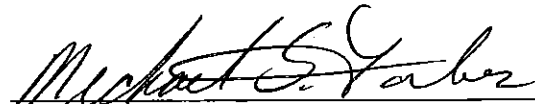
**SUBLESSEE:**

**ST. JOHN REDEVELOPMENT  
COMMISSION**

**TOWN OF ST. JOHN, LAKE COUNTY,  
INDIANA**



President



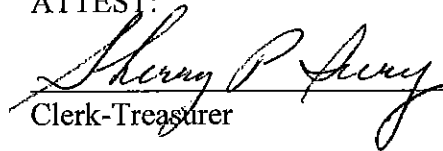
Town Council President

ATTEST:

ATTEST:



Secretary



Clerk-Treasurer

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

\_\_\_\_\_  
Philip J. Faccenda, Jr.

This instrument was prepared by Philip J. Faccenda, Jr., Barnes & Thornburg LLP, 100 North Michigan, South Bend, Indiana 46601.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared Mark Baranie and Larry Bustonate, personally known to be the President and Secretary, respectively, of the St. John Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Sublease for and on behalf of the Commission.

WITNESS my hand and notarial seal this 26th day of June, 2014.

(Seal) **OFFICIAL NOTARY SEAL**  
\*\*\*\*\*  
\* **BEVERLY J. GAWRYS** \*  
\* **Notary Public, Lake County, Indiana** \*  
\* **My commission expires Feb. 9, 2016** \*  
\*\*\*\*\*

Beverly J. Gawrys  
(Written Signature)

BEVERLY J. GAWRYS  
(Printed Signature)  
Notary Public

My Commission expires:

Feb. 9, 2016

My county of residence is:

Lake

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared Michael S. Forbes and Sherry P. Sury, personally known to be the Town Council President and Clerk-Treasurer, respectively, of the Town of St. John, Lake County, Indiana (the "Town"), and acknowledged the execution of the foregoing Sublease for and on behalf of the Town.

WITNESS my hand and notarial seal this 26<sup>th</sup> day of June, 2014.

(Seal) **OFFICIAL NOTARY SEAL**  
\*\*\*\*\*  
\* **BEVERLY J. GAWRYS** \*  
\* Notary Public, Lake County, Indiana \*  
\* My commission expires Feb. 9, 2016 \*  
\*\*\*\*\*

Beverly J. Gawrys  
(Written Signature)

BEVERLY J. GAWRYS  
(Printed Signature)  
Notary Public

My Commission expires:

Feb. 9, 2016

My county of residence is:

Lake

EXHIBIT A

DESCRIPTION OF PROJECTS

The acquisition of right-of-way for and construction of all or a portion of road and street improvements for the following roads and streets in the Town of St. John, Lake County, Indiana (which area is generally depicted on Schedule A attached hereto):



## **EXHIBIT B**

### **DESCRIPTION OF REAL ESTATE**

All of the Town's interest in all or a portion of the real estate upon which the Projects are or will be located and which comprise the Leased Premises to be acquired by the Sublessor. This general description will be replaced with a detailed or legal description upon the issuance of the Bonds and prior to the recording of the Sublease.

EXHIBIT C

ADDENDUM TO SUBLEASE BETWEEN  
ST. JOHN REDEVELOPMENT COMMISSION, SUBLESSOR  
AND TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, SUBLESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this 26<sup>th</sup> day of June, 2014, by and between St. John Redevelopment Commission, (the "Sublessor"), and Town of St. John, Lake County, Indiana (the "Sublessee");

WITNESSETH:

WHEREAS, the Sublessor entered into a sublease with the Sublessee dated as of June 26, 2014 (the "Sublease"); and

WHEREAS, it is provided in the Sublease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Sublease that the adjusted rental is set forth on Appendix I attached hereto.


IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.


**SUBLESSOR**

**SUBLESSEE:**

**ST. JOHN REDEVELOPMENT  
COMMISSION**

**TOWN OF ST. JOHN, LAKE COUNTY,  
INDIANA**

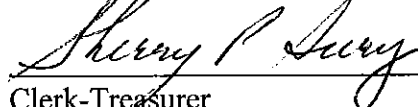
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Town Council President

ATTEST:

ATTEST:

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Clerk-Treasurer

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

\_\_\_\_\_  
Philip J. Faccenda, Jr.

This instrument was prepared by Philip J. Faccenda, Jr., Barnes & Thornburg LLP, 100 North Michigan, South Bend, Indiana 46601.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared Mark Bannie and Larry Bustamente, personally known to be the President and Secretary, respectively, of the St. John Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Sublease for and on behalf of the Commission.

WITNESS my hand and notarial seal this 26<sup>th</sup> day of June, 2014.

(Seal) **OFFICIAL NOTARY SEAL**  
\*\*\*\*\*  
\* **BEVERLY J. GAWRYS** \*  
\* Notary Public, Lake County, Indiana \*  
\* My commission expires Feb. 9, 2016 \*  
\*\*\*\*\*

Beverly J. Gawrys  
(Written Signature)

Beverly J. GAWRYS  
(Printed Signature)  
Notary Public

My Commission expires:

Feb. 9, 2016

My county of residence is:

Lake

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared Michael E. Forbes and Sherry P. Sary, personally known to be the Town Council President and Clerk-Treasurer, respectively, of the Town of St. John, Lake County, Indiana (the "Town"), and acknowledged the execution of the foregoing Addendum to Sublease for and on behalf of the Town.

WITNESS my hand and notarial seal this 26<sup>th</sup> day of June, 2014.

(Seal) **OFFICIAL NOTARY SEAL**  
\*\*\*\*\*  
\* **BEVERLY J. GAWRYS** \*  
\* **Notary Public, Lake County, Indiana** \*  
\* **My commission expires Feb. 9, 2016** \*  
\*\*\*\*\*

Beverly J. Gawrys  
(Written Signature)

Beverly J. Gawrys  
(Printed Signature)  
Notary Public

My Commission expires:

Feb. 9, 2016

My county of residence is:

Lake

Appendix I to Addendum to Sublease

Adjusted Rental Schedule

Payment Date

Rental Payment