

**STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
AMENDMENT # 4
LEASE AGREEMENT
WITH
PAVILION PARTNERS, LLC
EDS # E3-5-ME240**

This is an Amendment to the Lease Agreement (“**Lease**”) entered into by and between the State of Indiana, through its Department of Natural Resources (“**Lessor**”) and Pavilion Partners, LLC (“**Lessee**”), collectively referred to as “**the Parties**”, approved by the last State signatory on February 26, 2015, and amended on December 12, 2016, October 30, 2017, and April 4, 2019.

Pursuant to the Lease which Lessor leased to Lessee the real property situated in Porter County, Indiana, as described on Exhibit A, which is attached hereto and made a part hereof (the “**Leased Real Estate**”). Lessor and Lessee hereby amend the Lease, effective as of the Amendment Date, as provided in this Amendment. All capitalized terms in this Amendment not otherwise defined herein are defined as provided in the Lease. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A3-5. **Construction Schedule.** Lessee shall complete construction on the Pavilion in accordance with the following dates:

October 15, 2020: Lessee shall complete construction and restoration of the Pavilion roof, and remove all dumpsters from the Leased Premises. Lessee shall complete all carpentry, HVAC, and kitchen installation work.

November 13, 2020: Lessee shall obtain substantial completion of construction on the Pavilion, and Lessor shall conduct a pre-final walkthrough inspection of the premises.

February 1, 2021: Lessor shall create, and provide to Lessee, a “punch list,” itemizing any remaining construction to be completed.

April 1, 2021: Lessee shall complete construction, and obtain final occupancy.

May 7, 2021: Lessee shall conduct a “ribbon cutting” ceremony at the Pavilion.

May 8, 2021: The Pavilion shall be fully operational and open to the public in accordance with Section 3 of the Lease.

If Lessee fails to complete construction and obtain final occupancy on, or before April 1, 2021 Lessee shall pay Lessor a “Penalty Fee” for each day thereafter that construction remains incomplete. The Penalty Fee shall be assessed according to the following schedule:

- a. \$1,000/day for up to 30 days,
- b. \$2,000/day for 30-60 days,
- c. \$3000/day for 60-90 days.

May 15, 2021: If Lessee fails to complete construction on the Pavilion and obtain final occupancy, Lessor may terminate the Lease, subject to Section A3-2 of this Amendment, and Section 14,17(c) of the Lease.

A3-9. **Execution of Amendment.** This Amendment may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. The signatures of the parties hereto indicate their mutual intention and agreement that this Amendment will be effective upon delivery of signed copies hereof to each other by facsimile transmission or by e-mail of scanned copies, and that no delivery of copies of this Amendment with original signatures will be necessary for this Amendment to become or remain effective. All matters set forth in the Lease and not affected by this Amendment #4 shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Leasing Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Leasing Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Lessee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Amendment, the Lessee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Lessee and the Lessor have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

[Signatures appear on the following pages.]

Lessor:

STATE OF INDIANA, BY ITS
DEPARTMENT OF NATURAL RESOURCES

By Daniel W. Bortner
Daniel W. Bortner, Director
Indiana Department of Natural Resources

STATE OF INDIANA }
 } SS:
COUNTY OF MARION }

Before the undersigned, a Notary Public in and for said County and State, on this 22 day of October, 2020, personally appeared Daniel W. Bortner, Director of the Department of Natural Resources of the State of Indiana, and on behalf of the Lessor acknowledged its execution of the foregoing Amendment to the Lease Agreement to be his voluntary act and deed.

Witness my hand and Notarial Seal:

Cheryl Ann Hampton
Notary Public

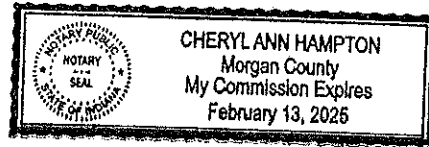
Cheryl Ann Hampton
Printed Name

County of residence:

Morgan

My commission expires:

Feb. 13, 2025



Lessee:

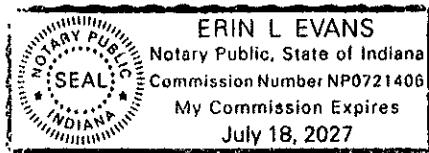
PAVILION PARTNERS, LLC

By *[Signature]*
Charles L. Williams, Manager

STATE OF INDIANA }
 } SS:
COUNTY OF PORTER }

Before the undersigned, a Notary Public in and for said County and State, on this 13th day of October, 2020, personally appeared Charles L. Williams, who is a Manager of the Lessee, and on behalf of the Lessee acknowledged its execution of the foregoing Amendment to the Lease Agreement to be his voluntary act and deed.

Witness my hand and Notarial Seal:



[Signature]
Notary Public

Erin L Evans
Printed Name

County of residence:
Porter

My commission expires:
July 18, 2027

Approved by:
Indiana Department of Administration

By: [Signature] (for)
Lesley A. Crane, Commissioner

Date: 12.01.2020

Approved by:
State Budget Agency

By: [Signature] (for)
Zachary Jackson, Director

Date: 12/2/2020

APPROVED as to Form and Legality:
Office of the Attorney General

[Signature] (for)
Curtis T. Hill, Jr., Attorney General

Date: 12/2/20

Return recorded instrument to:

Indiana Department of Natural Resources
Division of Land Acquisition
402 W. Washington Street, Room W261
Indianapolis, Indiana 46204

This instrument was prepared by Samantha E. DeWester, General Counsel with the Indiana Department of Natural Resources, who affirms, under the penalties for perjury, that she has taken reasonable care to redact each Social Security number in this document unless required by law. Samantha E. DeWester, Indiana Department of Natural Resources.

EXHIBIT A

Legal Description of Leased Real Estate

A parcel of land in the Northwest ¼ of Section 13, Township 37 North, Range 6 West of the 2nd Principal Meridian, in Porter County, Indiana, being more particularly described as follows: Commencing at the center line intersection of Indiana State Highway 49 and State Park Road; thence North 00°00'00" East along said center line of Indiana State Highway 49 and said center line extended North (assumed basis of bearings) a distance of 4002.00 feet; thence North 90°00'00" West 48.05 feet to the Point of Beginning; thence South 65°47'44" West 115.00 feet; thence North 24°12'16" West 10.21 feet; thence South 65°47'44" West 155.55 feet to a tangent curve to the left (said curve having a Radius of 35.00 feet, a Chord Bearing South 53°44'28" West, and a Chord Length of 14.62 feet) an Arc Length of 14.73 feet; thence North 23°48'52" West along the West wall of an existing building, extended, 116.10 feet; thence North 65°50'49" East 284.16 feet; thence South 24°09'12" East 123.00 feet to the Point of Beginning. Containing 0.76 acres, more or less.

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