

**STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
AMENDMENT # 2
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.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. Section 3.01(a) shall be amended to read as follows:

Subject to the terms of this Lease, construct a banquet facility adjacent to the existing Pavilion.

2. Section 3.01(b) shall be amended to read as follows:

The Lessee has the right to operate the Indiana Dunes Pavilion, as well as the banquet facility. In the banquet facility the Lessee has the right to offer:

- sit down dining service
- fast food service within the facility and may offer foodservice on designated beach areas as approved by Property Manager
- conference/meeting spaces and offer wedding receptions, conferences, meetings and packages.
- public events within the banquet facility and has the right to conduct public events on the beach through a special use permit as approved by the Property Manager
- live entertainment and events including sporting events and festivals within the park through a special use permit as approved by the Property Manager
- gifts, souvenirs, sundries, and other items normally associated with this type of business
- rental of outdoor recreational equipment
- alcoholic beverage sales in accordance with this Lease and all laws and regulations

The Pavilion must be operated in a manner supportive of public outdoor recreation pursuant to the LWCFA. The Lessee has the right to offer:

- sit down dining service
- fast food service within the facility and may offer food service on designated beach areas as approved by the Lessor employee that is designated property manager of the Park (the “Property Manager”)
- gifts, souvenirs, sundries, and other items normally associated with this type of business.
- rental of outdoor recreational equipment
- Alcoholic beverage sales in accordance with this Lease and all laws and regulations
- public events within the Pavilion and has the right to conduct public events on the beach through a special use permit as approved by the Property Manager

3. The last sentence of Section 3.06 shall be amended to read as follows:

The form of all brochures, displays and other advertising and other similar matter to be used in connection with the operation of the properties, including any signs approved by the Lessor in or on the Leased Real Estate, shall indicate that the Pavilion is a publicly owned, outdoor recreation facility operated by the Lessee.

4. The last sentence of Section 5.01 shall be amended to read as follows:

Construction of the facilities described in the plans and specifications shall not commence until Lessee receives Lessor's written approval, including compliance with the LWCFA.
5. The following shall be inserted as the last full sentence in Section 5.02:

Lessee must notify Lessor of any significant change in use or services.
6. The following shall be inserted as the first three full sentences of Section 5.04:

The Parties agree that the Pavilion shall be operated in compliance with the LWCFA and implementing guidelines found in 36 CFR 59. In the event a 6(f)(3) conversion is deemed necessary, the Lessor will be responsible for securing the necessary appraisals and purchasing suitable replacement property. Any literature, advertising and signage provided by the Lessee will provide that the Pavilion is a publicly owned, outdoor recreation facility operated by the Lessee.
7. The first two sentences of Section 5.05 shall be amended to read as follows:

The Lessee may, during the term of this Lease, erect structures and provide equipment upon the Leased Real Estate, only upon Lessor's written approval and compliance with LWCFA. Temporary structures and equipment, unless otherwise provided herein, shall be and remain the property of the Lessee, if such structure is approved in writing by the Property Manager.
8. The third full sentence of the third paragraph of Section 10.03 shall be amended to read as follows:

Monthly reports as described under Section 4.05 shall still be required to be completed and sent to the Director of the Division of State Parks and Reservoirs.
9. The first full sentence of Section 14.17(c) shall be amended to read as follows:

If the Lessee fails to make timely cure of repeated violations of the provisions of this Lease, the Director may terminate this Lease upon written notice of such termination by certified mail, or this notification may be delivered in person.
10. All matters set forth in the Lease and not affected by this Amendment #2 shall remain in full force and effect.

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LESSEE: Pavilion Partners, LLC

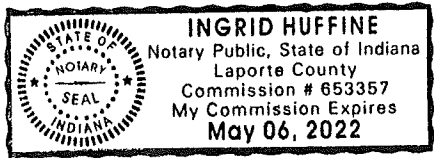
By *Charles L. Williams*
Charles L. Williams, Manager

Date 6-2-17

STATE OF INDIANA }
 } SS:
COUNTY OF PORTER }

Before the undersigned, a Notary Public in and for said County and State, on this 2nd day of June, 2017, 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:



Ingrid Huffine
Notary Public

Ingrid Huffine
Printed Name

County of residence:
Laporte

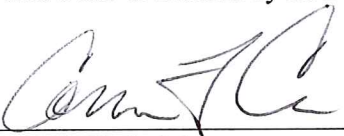
My commission expires:
5-6-22

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.

LESSOR: State of Indiana by its Department of Natural Resources

By 
Cameron F. Clark, Director

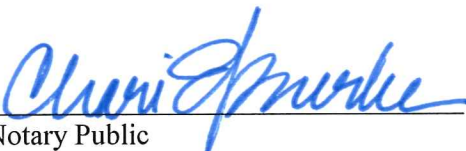
Date 10/30/17

STATE OF INDIANA }
 } SS:
COUNTY OF MARION }

Before the undersigned, a Notary Public in and for said County and State, on this 30th day of OCTOBER, 2017, personally appeared Cameron F. Clark, 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:




Notary Public

CHARI E. BURKE
Printed Name

County of residence:
MARION

My commission expires:

JUNE 8, 2019

Approved by:
Indiana Department of Administration

By:  (for)
Jessica Robertson, Commissioner

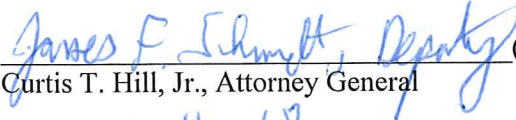
Date: 1.02.2018

Approved by:
State Budget Agency

By:  (for)
Jason D. Dudich, Director

Date: 1/09/18

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

 (for)
Curtis T. Hill, Jr., Attorney General

Date: 1-11-18

Approved by:
Indiana Office of Technology

By: _____ (for)
Deward Neely, Chief Information Officer

Date: _____

State Land Office:

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.