

FIRST AMENDMENT TO LEASE AGREEMENT

by and between

PULASKI COUNTY COURTHOUSE BUILDING CORPORATION

and

PULASKI COUNTY, INDIANA

Dated as of _____, 2023

This First Amendment to Lease Agreement supplements and amends the Lease Agreement, dated as of October 9, 2023, by and between the Pulaski County Courthouse Building Corporation, as lessor, and Pulaski County, Indiana, as lessee.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and dated as of this ____ day of _____, 2023 (the “First Amendment”), by and between the PULASKI COUNTY COURTHOUSE BUILDING CORPORATION (the “Lessor”), an Indiana nonprofit corporation, and PULASKI COUNTY, INDIANA (the “Lessee”), a municipal corporation existing under the laws of the State of Indiana.

WITNESSETH:

WHEREAS the Lessor and the Lessee entered into a Lease Agreement, dated as October 9, 2023, (the “Original Lease”); and

WHEREAS the Lessor and Lessee now desire to amend the Original Lease for the purpose of subjecting additional leased premises to the terms and conditions of the Original Lease including all or any portion of the Pulaski County Justice Center Facility,

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee agree as follows:

PART I
PREMISES, TERM, AND WARRANTY

Section 1(a) of the Original Lease is hereby amended to read in its entirety as set forth below:

(a) The Lessor does hereby lease, demise, and let to the Lessee (i) certain real estate in Pulaski County, Indiana, described in Exhibit A-1 and Exhibit A-2 each attached hereto and made a part hereof (collectively, the “Real Estate”), (ii) the existing Pulaski County Justice Center Facility located at 110 East Meridian Street, Winamac, Indiana (the “Existing Facility”), and (iii) the, to be renovated, existing Pulaski County, Indiana courthouse located at 112 East Main Street, Winamac, Indiana and related improvements and projects to be constructed on the Real Estate (the “Improvements”) according to plans and specifications prepared for the Lessor and the Lessee (the “Plans and Specifications”) (the Real Estate, the Existing Facility, the Improvements, and appurtenances thereto, collectively, the “Premises”), to have and to hold the same, with all rights, privileges, easements, and appurtenances thereunto belonging, beginning on the date the Bonds (as hereinafter defined in Section 2 of this Lease) are issued by the Lessor and ending on a date not more than twenty (20) years thereafter. Notwithstanding the foregoing, on the date that is the earlier of (i) three (3) years from the date of the recording of this Lease, or (ii) the completion of the Improvements as endorsed in the form of Exhibit C attached hereto, the Existing Facility and the Real Estate described on Exhibit A-2 attached hereto shall be removed from the lien of this Lease and on and after such date the only Premises subject to this Lease shall be the Improvements and the Real Estate described on Exhibit A-1.

PART II
EXHIBIT A

Exhibit A to the Original Lease is hereby amended to replace Exhibit A to the Original Lease in its entirety with Exhibit A-1 and Exhibit A-2 attached hereto:

PART III
REAFFIRMATION OF ORIGINAL LEASE

Except as otherwise modified herein, all terms, conditions and provisions of the Original Lease are hereby ratified and affirmed.

PART IV
EFFECTIVE DATE

The provisions of this First Amendment to Lease Agreement are effective upon the execution hereof.

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

LESSEE
PULASKI COUNTY, INDIANA

Board of Commissioners of Pulaski County,
Indiana

Charles R. Mellon, Jr., President

Maurice E. Loehmer, Vice President

John M. McClure, Commissioner

ATTEST:

Nathan P. Origer,
Courthouse Project Manager

LESSOR
PULASKI COUNTY COURTHOUSE
BUILDING CORPORATION

Kyle Kruzick, President

ATTEST:

Karen Fritz, Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF PULASKI)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles R. Mellon, Jr., Maurice E. Loehmer, and John M. McClure personally known to me as the Board of Commissioners of Pulaski County, Indiana, and Nathan P. Origer, Courthouse Project Manager for Pulaski County, Indiana, and acknowledged the execution of the foregoing first amendment to lease for and on behalf of said county.

WITNESS my hand and notarial seal this _____ day of _____, 2023.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF PULASKI)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kyle P. Kruzick and Karen Fritz personally known to me to be the President and Secretary/Treasurer, respectively, of the Pulaski County Courthouse 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 this _____ day of _____, 2023.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

This instrument prepared by Kimberly Blanchet, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A-1
TO LEASE BETWEEN
PULASKI COUNTY COURTHOUSE BUILDING CORPORATION, LESSOR,
AND PULASKI COUNTY, INDIANA LESSEE

REAL ESTATE DESCRIPTION

[The Real Estate shall, in part, consist of all or any portion of the site of the existing, to be renovated, Pulaski County Courthouse located at 112 East Main Street, Winamac, Indiana, and any related improvement and projects. This general description will be replaced with a legal description on the date of the issuance of the Bonds.]

EXHIBIT A-2
TO LEASE BETWEEN
PULASKI COUNTY COURTHOUSE BUILDING CORPORATION, LESSOR,
AND PULASKI COUNTY, INDIANA LESSEE

REAL ESTATE DESCRIPTION

[The Real Estate shall, in part, consist of all or any portion of the site of the existing, Pulaski County Justice Center to be located at 110 East Meridian Street, Winamac, Indiana, and any related improvements. This general description will be replaced with a legal description on the date of the issuance of the Bonds.]