

SECOND AMENDMENT TO LEASE AGREEMENT

The BOARD OF SCHOOL TRUSTEES OF THE GRIFFITH PUBLIC SCHOOLS, an Indiana nonprofit corporation (hereinafter referred to as "Landlord"), and the CROSSROADS YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., an Indiana nonprofit corporation (hereinafter referred to as "Tenant"), execute this SECOND AMENDMENT TO LEASE AGREEMENT.

RECITALS

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as the "Amendment"), is made this 24th day of October, 2023, by and between the BOARD OF SCHOOL TRUSTEES OF THE GRIFFITH PUBLIC SCHOOLS, and the CROSSROADS YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., which will amend the original Lease Agreement entered into on the 10th day of September, 2020, and the Amendment to Lease Agreement entered into on the 6th day of October, 2022, by the same Parties; and

WHEREAS, Tenant is duly organized under the laws of the State of Indiana as a nonprofit corporation, and exempt from Federal tax as a 501(C)(3) organization, having as its purpose the operation of programing dedicated to youth physical, educational, and recreational well-being; and

WHEREAS, Landlord and Tenant desire to enter into this SECOND AMENDMENT TO LEASE AGREEMENT to amend certain terms of said AGREEMENTS.

NOW THEREFORE, the Parties amend only these specific Articles and Sections of the LEASE AGREEMENT and SECOND AMENDMENT TO LEASE AGREEMENT as follows and all other terms and conditions of the LEASE AGREEMENT and SECOND AMENDMENT TO LEASE AGREEMENT shall remain unchanged:

ARTICLE 1. DEMISE, DESCRIPTION, USE, TERM AND RENT

Section 1.01. *Subject of Lease.* ...and ending August 30, 2028 (the "Lease Term"), for a rental payment as specified in Article 2 of this Lease. Included in the Leased Premises is all tangible personal property listed on Exhibit B which is attached hereto and incorporated herein.

Section 1.03. *Option.* Tenant shall have the right to renew the Lease Term (each, a "Renewal Option") for three additional periods of 3 years each (each, a "Renewal Term"), subject to the following terms and conditions:

- (a) There is no outstanding default by Tenant and the Lease is then in effect at the time the Renewal Option is exercised;
- (b) Tenant shall give notice to Landlord of Tenant's exercise of a Renewal Option not later than 90 days prior to the expiration of the Lease Term (as extended by a previous properly exercised Renewal Option). Such notice shall be given by Tenant to Landlord according to the notice requirements of this Lease.
- (c) In the event Tenant effectively exercises a Renewal Option, all of the terms and provisions of this Lease shall likewise be applicable during such Renewal Term. In the event Tenant exercises a Renewal Option, "Lease Term" shall be deemed to include the initial Term and the applicable Renewal Term(s) unless such interpretation is expressly negated.

ARTICLE 6. REPAIRS

Section 6.01. Tenant's Duties to Repair and Maintain. Tenant has had a reasonable opportunity to inspect the Leased Premises and accepts the same AS IS, in its present condition, acknowledging that Landlord has made no representation or warranty regarding the condition of the Leased Premises or its suitability for Tenant's purposes. Tenant solely agrees to keep the Leased Premises in good order including reasonable wear and tear. Tenant further solely agrees to keep the Leased Premises clean and to repair or replace all broken or damaged glass, doors, windows, entryways and awnings, floors, stairways, railings or other portions of the Leased Premises. Landlord agrees to repair major mechanical items associated with the Leased Premises such as: plumbing fixtures and pipes, furnaces, fans, air conditioners, mechanical and electrical equipment. Landlord also solely agrees to keep in good repair the roof, walls, floor and other structural components of the Lease Premises, except walls and floor coverings installed by Tenant, and the parking area, including repairs necessitated by the conduct of Tenant or any of Tenant's agents or customers. Tenant shall solely keep the pavements and appurtenances free of ice and snow and trash and expressly agrees to assume sole liability for accidents alleged to have been caused by their defective condition.

IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT TO LEASE AGREEMENT to be signed in person on the day and year first above written.

Landlord:

Board of School Trustees of The Griffith Public Schools



President

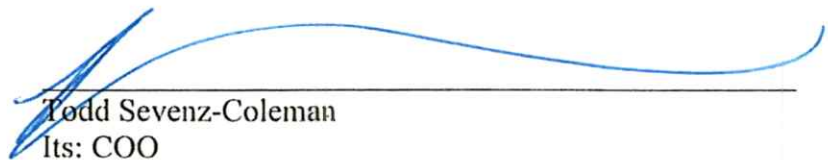


Secretary

Date: 10/24/23

Tenant:

Crossroads Young Men's Christian Association, Inc.



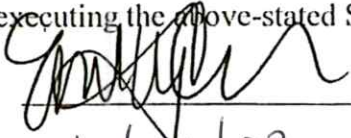
Todd Sevenz-Coleman
Its: COO

Date: 10/25/23

CONSENT AND APPROVAL

We, the Griffith Public School Building Improvement Corporation, provide consent and approval to the BOARD OF SCHOOL TRUSTEES OF THE GRIFFITH PUBLIC SCHOOLS, and the CROSSROADS YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., entering into by fully executing the above-stated SECOND AMENDMENT TO LEASE AGREEMENT.

By:



Date:

10/24/23

By:



Date:

10/24/23

By:

Date:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into in accordance with Indiana Code by and between the **GRIFFITH PUBLIC SCHOOLS**, an Indiana Municipal Corporation (hereinafter called the "School District") and the **CROSSROADS YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.**, an Indiana Nonprofit Corporation (hereinafter referred to as "YMCA"), both corporations organized and operating under the laws of the State of Indiana.

WITNESSETH THAT:

WHEREAS, the School District is currently attempting to obtain the 2023 GO Bond Issuance, whereby certain proceeds from said issuance would be used for the replacement of the HVAC located at 1345-1431 N. Broad Street, Griffith, Indiana (also known as and referred to as the "Ready" location).

WHEREAS, upon the successful adoption and processing of the above-referenced Bond Issuance, the YMCA will then contract with an outside Preventative Maintenance Contractor to provide all maintenance and servicing so long as the YMCA occupies the Ready location.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The School District is currently attempting to obtain the 2023 GO Bond Issuance, whereby certain proceeds from said issuance would be used to replace the HVAC located at the Ready location
2. Upon successful installation of the HVAC system due to the adoption of the above-referenced Bond Issuance, the YMCA will then contract with an outside Preventative Maintenance Contractor to provide all maintenance and servicing so long as the YMCA occupies the Ready location.
3. The administration of the terms of this MOU shall supersede any previous Agreements and shall be accomplished through the Superintendent of the School District or designee.
4. Any other provision of this MOU to the contrary notwithstanding this Agreement may be changed or modified only with the written consent of both parties.
5. Should any part, term, or provision of this MOU be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any law, the validity of the remaining portion or provisions shall not be affected thereby.
6. No failure or delay in performance of the MOU by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated above or otherwise, not within the control of the party claiming suspension, actually provided that no cause or contingency shall relieve either party.

7. This MOU may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

(SIGNATURE PAGES TO FOLLOW)

PARTICIPANT COUNTERPART

EFFECTIVE DATE. This Agreement shall be effective after the same has been ratified by each of the participating entities by Resolution.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their names and on their behalf as of the date first written above.

GRIFFITH PUBLIC SCHOOLS
602 North Raymond, Griffith, IN 46319

Through its Board of School Trustees

By:  _____
President

Attest:

By:  _____
Secretary

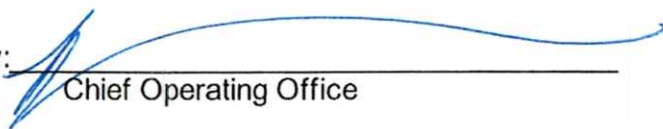
Participant Execution Date: 10/24/23

PARTICIPANT COUNTERPART

EFFECTIVE DATE. This Agreement shall be effective after the same has been ratified by each of the participating entities by Resolution.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their names and on their behalf as of the date first written above.

**CROSSROADS YOUNG MEN'S CHRISTIAN
ASSOCIATION, INC.,**
9801 Connecticut Drive, Suite 150, Crown Point,
IN 46307

By: 
Chief Operating Office

Attest:

By: 

Participant Execution Date: 10/25/23