Fater & Doerrys 2 3500 W. Hake Shoulds. Crown Paint, Jak 46307

# SECOND ADDENDUM TO LEASE

This Second Addendum to Lease (the "Second Addendum to Lease") amends and supplementative Lease dated December 1, 1997, as amended and supplemented by the Addendum to Lease (the "Addendum to Lease") dated January 21, 1998 (collectively, the "Lease"), each by and between Tri-Creek Lake Prairie School Building Corporation, an Indiana corporation (the "Lessor"), and Tri-Creek School Corporation, a public school corporation created under Indiana law (the "Lessee"), relating to the leased premises (the "Premises") located in Lake County, Indiana. All terms that are not defined herein are defined as set forth in the Lease. This Second Addendum to Lease is executed pursuant to Section 3.01 of the Lease and amends the Lease as set forth below.

The highest sum of the principal and interest due in any calendar year on the First Mortgage Bonds, Series 1998, issued by the Lessor pursuant to the Trust Indenture and Mortgage, dated as of January 1, 1998, as amended and supplemented by the First Supplemental Indenture, dated as of April 1, 1998, each by and between the Lessor and Mercantile National Bank of Indiana, of Hammond, Indiana, to finance the cost of the refunding of the Lessor's First Mortgage Notes, Series 1998, and the renovation, expansion and equipping of the Premises is Eight Hundred Thirteen Thousand Two Hundred Twelve Dollars and Fifty Cents (\$813,212.50).

The Lessee shall have, and is hereby granted, an option to purchase the Premises on December 11, 2007, or on any date thereafter, provided the Lessee is not in default under any provisions of the Lease and this Second Addendum to Lease. There is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted, at any time on and after January 10, 2008, or such earlier date as agreed to by the Original Purchaser, the Lessee and the Lessor, to prepay all or any part of the Annual Rent or any Additional Rental, and the Lessor agrees to accept such prepayment.

The First Expiration Date shall mean the earlier of January 10, 2000, or the Completion Date. The Second Expiration Date shall mean the earlier of July 9, 2017, or the date the Lease is prepaid in full and the New Real Estate and the New Building are purchased as provided in the Lease.

Payments of Annual Rent due on July 10, 1999, and each January 10 and July 10 thereafter, through and including January 10, 2019, are amended to be the amounts set forth in Exhibit A attached hereto. The legal description of the New Real Estate set forth in Exhibit B to the Addendum to Lease is amended to be as set forth in Exhibit B attached hereto.

This Second Addendum to Lease may be executed in several counterparts, each of which shall be regarded as an original and all of which that count te but one and the same Second Addendum to Lease.

APR 15 1996

SAM ORLICH
'UDITOR LAKE COUNTY

000905

PED 2657

EXECUTED: April 9, 1998.

## TRI-CREEK LAKE PRAIRIE SCHOOL **BUILDING CORPORATION**

	By a RHWI
	O. Roderick Wilson, President
ATTEST:	
	ocument is 'OFFICIAL!
	ment is the property of the County Recorder!
Roderick Wilson and Damian Maggos, respectively, of Tri-Creek Lake Prairie Scl	and for said County and State, personally appeared O. by me known to be the President and the Secretary, hool Building Corporation, who acknowledged before me Addendum to Lease as such officers in the name and on
WITNESS my hand and official se	al in the State and County aforesaid on April $9^{+}$ , 1998.
	Haren M. Slutmarken Notary Public  Printed KAREN M. HUTMACHER
My Commission Expires:	My County of Residence:
11-17-01	Allen

11-17-01

TRI-CREEK SCHOOL CORPORATION,

as Lessee

Eskridge, Jr., President its Board of

School Trustees

ATTEST:

Suzette A. Vauter, Secretary of its

**Board of School Trustees** 

STATE OF INDIANA Document is the property of he Lake County Recorder!

COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared John A. Eskridge, Jr., and Suzette A. Vauter, by me known to be the President and the Secretary, respectively, of the Board of School Trustees of Tri-Creek School Corporation, who acknowledged before me that they executed the foregoing Second Addendum to Lease as such officers in the name and on behalf of said corporation.

WITNESS my hand and official seal in the State and County aforesaid on April 7, 1998.

Notary Public

My Commission Expires:

This document was prepared by Kirk E. Grable, Attorney at Law, Bose McKinney & Evans, 2700 First Indiana Plaza, 135 North Pennsylvania Street, Indianapolis, IN 46204 317-684-5000

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## **EXHIBIT A**

# TRI-CREEK LAKE PRAIRIE SCHOOL BUILDING CORPORATION FIRST MORTGAGE BONDS, SERIES 1998 Lease Payment Schedule(1)

Payment Number	Rental <u>Payment Date</u>	Existing Building Rent	New Building Rent
1	07/10/99	\$314,880.00	
2	01/10/00	•	\$312,880.00(2)
3	07/10/00		\$350,805.00
4	01/10/01		\$352,900.00
5	07/10/01		\$354,818.75
6	01/10/02	20104:0	\$356,631.25
7	07/10/02	nent is	\$358,298.75
8	01/10/03		\$354,818.75
9	07/10/03	FICIAI	\$361,298.75
10	01/10/04	the areas	\$357,558.75
11	07/10/04	s the proper	\$363,733.75
12	the Loikto/oSour	nty Recorde	\$359,683.75
13	07/10/05		\$365,543.75
14	01/10/06		\$366,173.75
15	07/10/06		\$366,688.75
16	01/10/07		\$367,088.75
17	07/10/07		\$372,271.25
18	01/10/08		\$372,218.75
19	07/10/08		\$371,443.75
20	01/10/09		\$375,537.50
21	07/10/09		\$374,368.75
22	01/10/10	D'C W	\$378,068.75
23	07/10/10	······································	\$381,506.25
24	01/10/11		\$379,681.25
25	07/10/11		\$387,725.00
26	01/10/12		\$385,375.00
27	07/10/12	All war was	\$387,893.75
28	01/10/13	ANA	\$390,150.00
29	07/10/13		\$397,143.75
30	01/10/14		\$398,743.75
31	07/10/14		\$395,081.25
32	01/10/15		\$396,287.50
33	07/10/15		\$406,800.00
34	01/10/16		\$406,762.50
35	07/10/16		\$406,450.00
36	01/10/17		\$405,862.50
37	07/10/17		0.00
38	01/10/18		0.00
39	07/10/18		0.00
40	01/10/19		0.00

<sup>(1)</sup> The Addendum to Lease requires the payment of Annual Rent in the amount of \$243,346.30 on July 10, 1998, and January 10, 1999.

<sup>(2)</sup> The first payment date on the New Building is the later of the date shown or the Completion Date.

### EXHIBIT B

#### **LEGAL DESCRIPTION OF NEW REAL ESTATE**

Part of the Northeast ¼ of Section 29, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows:

Beginning at a point on the North line of said Northeast ¼, 1,412.03 feet West of the Northeast corner thereof; thence East, along the North line of said ¼ section, 656.197 feet to a point 755.833 feet West of the Northeast corner of said Northeast ¼; thence South, parallel with the East line of said ¼ section, 1,327.65 feet; thence West, parallel with the North line of said ¼ section, 656.197 feet to a point 1,412.03 feet West of the East line of said Northeast ¼; thence North, parallel with the East line of said ¼ section, 1,327.65 feet to the point of beginning.

