

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

AMENDMENT TO LEASE

2016 034072  
Between

2016 JUN -2 AM 11:21

TRI-CREEK 2002 HIGH SCHOOL BUILDING CORPORATION

MICHAEL B. BROWN  
RECORDER

And

TRI-CREEK SCHOOL CORPORATION

WHEREAS, the Tri-Creek Middle School Building Corporation, an Indiana corporation (the "Prior Lessor") and the Tri-Creek School Corporation, a school corporation existing under the laws of the State of Indiana and located in Lake County (hereinafter called the "Lessee"), did heretofore enter into a Lease dated November 7, 2007 (the "Original Lease") has been duly entered into in accordance with the provisions of the Indiana Code of 47-3, formerly Indiana Code 21-5-12, of the real estate described on Exhibit A attached hereto. The Lease was duly recorded in the office of the Recorder of Lake County, Indiana, on June 3, 2008 and appear as Instrument Number 2008-040631; and

WHEREAS, the Prior Lessor, in consideration for the refunding of its First Mortgage Bonds, Series 2008 (the "Refunded Bonds") as authorized under I.C. 5-1-5, thereby obtaining a substantial savings and reduction in interest costs and also permit a reduction in the lease rental payments as hereinafter provided, has assigned its interests under the Original Lease to Tri-Creek 2002 High School Building Corporation (the "Lessor") the Lessee; and

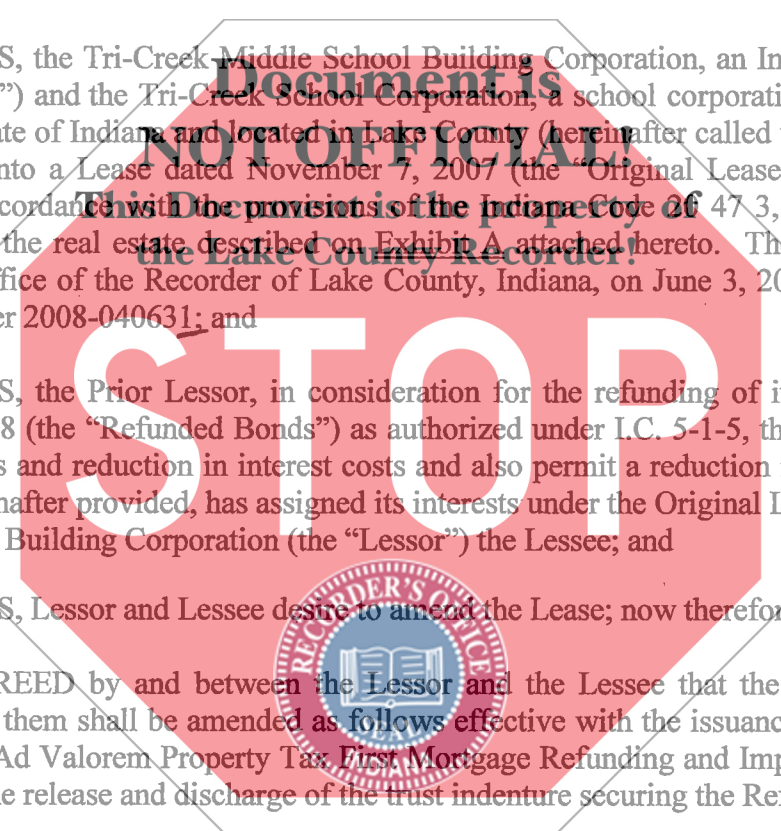
WHEREAS, Lessor and Lessee desire to amend the Lease; now therefore,

IT IS AGREED by and between the Lessor and the Lessee that the Lease made and executed between them shall be amended as follows effective with the issuance and delivery by the Lessor of the Ad Valorem Property Tax First Mortgage Refunding and Improvement Bonds, Series 2016 and the release and discharge of the trust indenture securing the Refunded Bonds:

1. Section 2 of the Lease is amended as follows:

The lease rental payment schedule allows for the utilization of the remaining portion of the term of the Lease and is as shown on Exhibit B attached hereto. All lease rental payments shall be made in collected funds for the account of Tri-Creek 2002 High School Building Corporation at the corporate trust offices of The Bank of New York Mellon Trust Company, N.A., as trustee

On or before the 20th day of the month preceding a rental payment date, the Lessee shall notify the Lessor and Trustee in writing if the Lessee reasonably expects that it will have insufficient funds to make the required rental payment when due and payable. Upon receipt of such notice from the Lessee, the Lessor shall



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23093

JUN 02 2016

Approved Assessor's Office

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

Handwritten signature

shall immediately notify the Trustee in writing of the Lessee's expectation that it will not make the required rental payment when due and payable. The Bond Insurer, as defined in the Indenture, shall receive a copy of the above-described notices at its address as indicated in the Indenture.

For purposes of clarifying any ambiguity, the parties acknowledge and agree that any period for correcting a default under the Lease shall not apply to defaults with respect to payment of rentals or other sums payable by the Lessee.

IT IS HEREBY FURTHER AGREED that all other provisions of the Lease, shall remain in effect.



Dated as of May 1, 2016.

TRI-CREEK 2002 HIGH SCHOOL BUILDING  
CORPORATION


By: *L. Sochat*  
President

Attest:

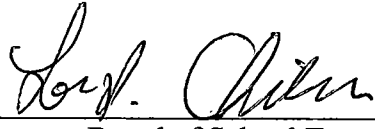
*Lynne Halverson*  
Secretary



TRI-CREEK SCHOOL CORPORATION

By:   
President, Board of School Trustees

Attest:

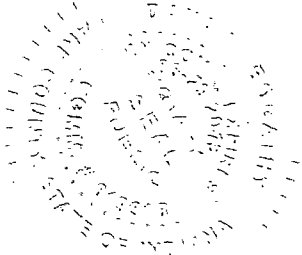
  
Secretary, Board of School Trustees



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 27<sup>th</sup> day of May, 2016 personally appeared Lynn Bockert and Lynne Haberlin personally known to me to be the President and Secretary, respectively, of Tri-Creek 2002 High School Building Corporation, and acknowledged the execution of the foregoing Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.



**Document is Not Official!**

*Dana M. Bogathy*  
DANA M. BOGATHY  
Notary Public, State of Indiana  
Lake County  
Commission # 619316  
My Commission Expires June 29, 2018

*DANA M. BOGATHY*  
DANA M. BOGATHY  
(Printed Signature)  
Notary Public

This document is the property of the Lake County Recorder.

My commission expires: JUNE 29, 2018

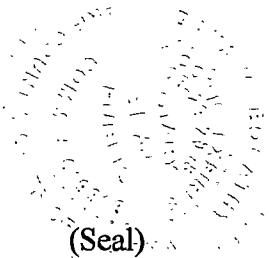
My county of residence is: LAKE

**STOP**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 31 day of May, 2016, personally appeared DOUG WARD and LON CHILDRESS, personally known to me to be the President and the Secretary, respectively, of the Tri-Creek School Corporation, and acknowledged the execution of the foregoing Amendment to Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal.



**Document is NOT OFFICIAL!**  
DANA M. BOGATHY (Written Signature)  
Notary Public, State of Indiana  
Lake County  
Commission # 619316  
My Commission Expires  
June 29, 2018  
**This Document is the property of the Lake County Recorder!**

Dana M. Bogathy  
DANA M. BOGATHY

(Printed Signature)  
Notary Public

My commission expires:

JUNE 29, 2018

My county of residence is:

LAKE

## EXHIBIT A

The new Lowell Middle School:

A part of the South half of the Northeast Quadrant of Section 34, Township 33 North, Range 9 West of the Second Principal Meridian described as follows: Commencing at the Northeast corner of said Section 34, then South 00 degrees 10 minutes 17 seconds West, along the East line of Section 34a distance of 1,329.55 feet to the Northeast corner of said South half; thence continuing along said East line 00 degrees 10 minutes 17 seconds West, a distance of 30.01 feet to the point of beginning; thence continuing along said East line 00 degrees 10 minutes 17 seconds West, a distance of 1269.43 feet to a point 30.01 North of the Southeast corner of said South half as measured along said East line; thence North 88 degrees 24 minutes 42 seconds West along a line 30 feet North of a parallel with the South line of said Northeast Quadrant, a distance of 1450.44 feet; thence North 00 degrees, 10 minutes 17 seconds East parallel with said East line, a distance of 1269.91 feet to a point of a line 30 feet South and parallel with the North line of said South half; thence South 88 degrees 23 minutes 37 seconds East along last said line, a distance of 1450.45 feet to the Point of Beginning, in Lake County, Indiana, containing 42.25 acres more or less.





# Exhibit B

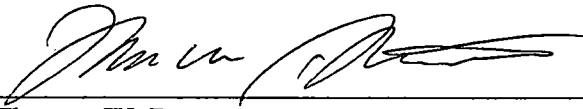
## 2007 Lease Lease Payments

<u>Payment Date</u>	<u>Payment</u>	<u>Annual Payment</u>
6/30/2016	\$ 1,350,444	
12/31/2016	1,347,344	\$ 2,697,788
6/30/2017	1,261,000	
12/31/2017	1,261,000	2,522,000
6/30/2018	1,115,000	
12/31/2018	1,115,000	2,230,000
6/30/2019	1,177,000	
12/31/2019	1,177,000	2,354,000
6/30/2020	1,196,000	
12/31/2020	1,196,000	2,392,000
6/30/2021	1,226,000	
12/31/2021	1,226,000	2,452,000
6/30/2022	1,239,000	
12/31/2022	1,239,000	2,478,000
6/30/2023	1,248,000	
12/31/2023	1,248,000	2,496,000
6/30/2024	1,266,000	
12/31/2024	1,266,000	2,532,000
6/30/2025	1,183,000	
12/31/2025	1,183,000	2,366,000
6/30/2026	1,597,000	
12/31/2026	1,597,000	3,194,000
6/30/2027	1,873,000	
12/31/2027	1,873,000	3,746,000
6/30/2028	1,873,000	
12/31/2028	1,873,000	3,746,000
6/30/2029	1,874,000	
12/31/2029	1,874,000	3,748,000
6/30/2030	1,871,000	
12/31/2030	1,871,000	3,742,000
6/30/2031	1,875,000	
12/31/2031	1,875,000	3,750,000
6/30/2032	1,872,000	
12/31/2032	1,872,000	3,744,000
6/30/2033	1,875,000	
12/31/2033	1,875,000	3,750,000





I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.



Thomas W. Peterson

This instrument prepared by Thomas W. Peterson, TWPeterson Law Office, 3535 East 96<sup>th</sup> Street, Suite 126, Indianapolis, Indiana 46240.

