FOURTH AMENDMENT TO LEASE (Elementary Schools Projects) 4073

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2016 JUN -2 AM 11: 22

MICHAEL B. BROWN RECORDER

Between

TRI-CREEK 2002 HIGH SCHOOL BUILDING CORPORATION

And

TRI-CREEK SCHOOL CORPORATION

WHEREAS, the Tri-Creek 2002 High School Building Corporation, an Indiana corporation (hereinafter called the "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 Tlessee) of did hereitoire tenter into an tymerided and Restated Lease between the Lessor and Lessee dated as of Docember 15, 2006, (the "Original Lease") together with an Amendment to Lease dated as of April 22, 2010, an Amendment to Lease to be dated as of June 14, 2012, a Third Amendment to Lease dated as of May 14, 2015, (as amended, the "Original Lease") and this Fourth Amendment to Lease (collectively, with the Original Lease, the "Lease") have been duly entered into in accordance with the provisions of the Indiana Code 20-47-3, formerly Indiana Code 21-5-12, of the real estate described on Exhibit A attached hereto. The Original Lease was duly recorded in the office of the Recorder of Lake County, Indiana, on December 28, 2006, and appears as Instrument Number 2006113553; and

WHEREAS the Lessor and Lesses desire to amend the Original Lease to provide for additional improvements to the leased preprises and other facilities owned and operated by the Lessee, and additional lease rental payments allocable to those improvements; now therefore,

IT IS AGREED by and between the Lesser and the Lesser that the Lease made and executed between them shall be amended as follows effective as of the date hereof:

1. Section 2 of the Lease is amended by adding the following:

In addition to the lease rentals set forth in the Lease and any previous amendment thereto, the Lessee agrees to pay additional rental during renovation for said Leased Premises in the amount of \$775,000 per year, payable in equal semiannual installments on June 30 and December 31, commencing on June 30, 2017. The first full rental installment allocable to this additional rental shall be due on the day that the buildings to be constructed, renovated and equipped are completed and ready for occupancy or June 30, 2018, whichever is later. If the completion date is later than June 30, 2018, the first rental payment allocable to this additional rental shall be in an amount calculated at the tanks rate from the date of payment to the next June 30 or December 31. Thereafter, this additional rental shall be payable in advance in semiannual installments of \$387,500 on June 30 and December 31 of each year. The final additional lease rental payment authorized by this Fourth Amendment to Lease Agreement shall

JOHN E PETALAS
LAKE COUNTY AUDITOR pproved Assessor's Office

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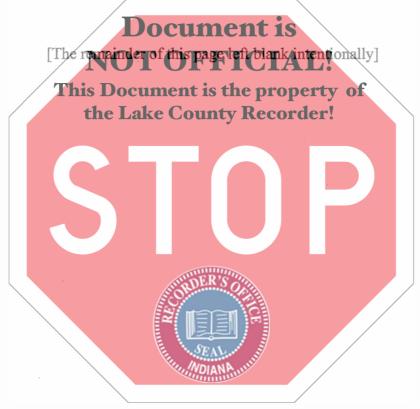
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be due and payable no later than December 31, 2035. After the sale of the first mortgage bonds issued to finance the construction and renovation of the Leased Premises, the additional annual rental provided for in this paragraph of this Section 2 shall be reduced to an amount equal to the multiple of \$1,000 next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on January 15 plus Three Thousand Dollars (\$3,000), payable in semiannual installments. Such amount of reduced annual rental shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds and such endorsement shall be recorded as an addendum to this Lease.

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



Dated as of April 14, 2016.

TRI-CREEK 2002 HIGH SCHOOL BUILDING CORPORATION

Ву: ____

President

Attest:

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the Lake County Recorder!

STOP

TRI-CREEK SCHOOL CORPORATION

By:

Douglas L. Ward, President Board of School Trustees

Attest:

Lon P. Childress, Secretary Board of School Trustees

OT OFFICIAL!

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STOP

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this day of April, 2016, personally appeared Lynn Dochar and Cynne Hall Coppersonally 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 Fourth Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.



STATE OF INDIANA)
COUNTY OF LAKE) SS:)
Secretary, respectively, of the Tri-Cr	a Notary Public in and for said County and State, this resonally appeared Douglas Wall and and personally known to me to be the President and the reek School Corporations, and acknowledged the execution to Lease for and on behalf of said school corporation.
WITNESS my hand and notar	rial seal.
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NO	TOFFICIAL
MONICA JUSTINE CONTAINS Notary Public, State of Indianas Porter County Commission # 654389 My Commission Expires June 09 2022 (Seal)	eument is the property of ake County Refrorder! (Printed Signature) Notary Public
My commission expires: June 9, 2022	My county of residence is:
	SEAL SOLUTION OF THE SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEA

EXHIBIT A

PARCEL 1: A part of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 33 North, Range 8 West of the 2nd P.M., described as follows: Commencing at a point on the West line of said Northwest 1/4 of the Southwest 1/2 that is 320.0 feet N1°27'W of the Southwest corner thereof, thence N1°27'W along said West line a distance of 60.84 feet, thence S56°43'14"E a distance of 109.42 feet to a line that is parallel to and 320.0 feet North of the South line of said Northwest 1/4 of the Southwest 1/4, said line is also the North line of a tract deeded to Gary and Yvonne Weaver by a warranty deed recorded in Deed Record 1343, page 108 in the Recorder's Office of Lake County, Indiana, thence S89°30' 11"W along said parallel line a distance of 89.94 feet to the point of commencement, in the Town of Lowell, Lake County, Indiana.

PARCEL 2: A part of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 33 North, Range 3 West of the 2nd P.M., described as follows: Commencing at a point on the West line of said Northwest 1/4 of the Southwest 1A that is 320.0 feet Nt 27 W of the Southwest corner thereof, thence N89°30 T1 E parallel to the South line of said Northwest 1/4 of the southwest 1/4 a distance of 17.39 feet to the centerline of a County Road known as Holtz Road, thence S33°16'46"W along said centerline a distance of 65.26 feet, thence N56°43'14" W a distance of 67.88 feet to the point of commencement, in the Town of Lowell, Lake County, Indiana.

(Legal Description of 1998 Real Estate - Lake Prairie Elementary)

Part of the Northeast 1/4 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 1/4, 1,412.03 feet West of the Northeast corner thereof; thence East, along the North line of said 1/4 section, 656.197 feet to a point 755.833 feet West of the Northeast corner of said Northeast 1/4; thence South, parallel with the East line of said 1/4 section, 1,327.65 feet; thence West, parallel with the North line of said 1/4 section, 656.197 feet to a point 1,412.03 feet West of the East line of said Northeast 1/4; thence North, parallel with the East line of said 1/4 section, 1,327.65 feet to the point of beginning.

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 96th Street, Suite 126, Indianapolis, Indiana 46240.

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