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2016 034076

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 JUN -2 AM 11:23

MICHAEL B. BROWN  
RECORDER

**SIXTH SUPPLEMENTAL TRUST INDENTURE**


Between  
**Document is NOT OFFICIAL!**  
 TRI-CREEK 2002 HIGH SCHOOL BUILDING CORPORATION  
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 the Lake County Recorder!

and

**STOP**

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
 As successor to  
 BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION  
 Indianapolis, Indiana, as Trustee

Dated May 1, 2016  
 \$50,895,000



**Ad Valorem Property Tax First Mortgage Refunding and Improvement Bonds, Series 2016**

23097

**FILED**

JUN 02 2016

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

AMOUNT \$ 51-  
 CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
 CHECK # 5562  
 OVERAGE \_\_\_\_\_  
 COPY \_\_\_\_\_  
 NON-COM \_\_\_\_\_  
 CLERK RM

SIXTH SUPPLEMENTAL TRUST INDENTURE

THIS SIXTH SUPPLEMENTAL TRUST INDENTURE, executed and dated as of May 1, 2016 (the "Sixth Supplemental Indenture"), supplementing the Trust Indenture and Mortgage dated as of December 15, 2002, as previously supplemented by a Supplemental Indenture dated as of June 1, 2003, a Second Supplemental Indenture dated as of December 15, 2006, a Third Supplemental Indenture dated as of May 15, 2010, a Fourth Supplemental Trust Indenture dated as of July 15, 2012 and a Fifth Supplemental Trust Indenture dated as of June 1, 2015 (collectively, the "Original Indenture"), by and between Tri-Creek 2002 High School Building Corporation, a corporation organized and existing under the laws of the State of Indiana (hereinafter called the "Corporation"), and The Bank of New York Mellon Trust Company, N.A., as successor to Bank One Trust Company, National Association, a national banking association organized under the laws of the United State of America, having a corporate trust office in the City of Indianapolis, Indiana (hereinafter called the "Trustee") (the Original Indenture, as previously supplemented, and as further supplemented by this Sixth Supplemental Indenture and as further supplemented and amended from time to time is referred to as the "Indenture").

**This Document is the property of  
the Lake County Recorder!**  
WITNESSETH:

WHEREAS, the Original Indenture was recorded on December 30, 2002, in the Recorder's Office of Lake County as Instrument Number 2002 120708; and

WHEREAS, in order to finance and refinance the cost of certain school facilities the Corporation has entered into (a) the Amended and Restated Lease between the Corporation, as lessor, and Tri-Creek School Corporation (the "School Corporation"), as lessee, dated as of December 15, 2006, together with an Amendment to Lease dated as of April 22, 2010 and an Amendment to Lease dated as of June 14, 2012, a Third Amendment to Lease dated as of May 14, 2015, a Fourth Amendment to Lease Agreement dated as of April 14, 2016 and a Fifth Amendment to Lease Agreement dated as of April 14, 2016 (as amended, the "2006 Lease") and (b) the Lease dated November 7, 2007 between the School Corporation, as lessee, and Tri-Creek Middle School Building Corporation and subsequently assigned to the Corporation, as lessor, and an Amendment to Lease dated as of May 1, 2016 (as amended, the "2007 Lease") (the 2006 Lease and the 2007 Lease are referred to collectively as the "Lease")

WHEREAS, the Original Indenture provides that the Corporation may issue Additional Bonds (as defined in the Original Indenture) to finance additional improvements to the Lease Premises, which Additional Bonds are to be secured under the Indenture provided that the Additional Bonds are limited to amounts which can be repaid, along with all other Bonds outstanding under the Indenture, from lease rentals paid by the School Corporation pursuant to the Lease as amended; and

WHEREAS, the Corporation has, by due corporate action, determined to borrow the sum of \$50,895,000 in principal amount and to execute and issue therefor its Ad Valorem Property Tax First Mortgage Bonds, Series 2016 (the "Series 2016 Bonds"); and

WHEREAS, the Series 2016 Bonds shall be issued in the form and terms as hereinafter provided for the purpose of providing for additional improvements to the Leased Premises and

WHEREAS, all acts, proceedings and things necessary and required by law and by the bylaws of the Corporation to make the Series 2016 Bonds, when executed by the Corporation and authenticated by the Registrar, the valid, binding and legal obligations of the Corporation and to constitute and make the Indenture a valid and effective deed of trust, have been done, taken and performed, and the issuance, execution and delivery of the Series 2016 Bonds, and the execution, acknowledgment and delivery of this Sixth Supplemental Indenture have, in all respects, been duly authorized by the Corporation in the manner provided and required by law; now therefore,

The Corporation, in consideration of the premises covered by the Lease, the purchase of such bonds, and other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the punctual payment of the principal and interest of the bonds to be issued and at any time outstanding hereunder as the same shall become due, according to the tenor hereof, and the faithful performance by the Corporation of all the covenants and agreements contained in said bonds and in the Original Indenture and any supplemental Indenture thereto including this Sixth Supplemental Indenture, by these presents does grant, bargain, sell, transfer, assign, demise, release, convey, mortgage, pledge, set over and confirm unto the Trustee, and its successors and assigns, the following properties and also does hereby grant to the Trustee and its successors and assigns a security interest in the following personal property:

Real estate and interests in real estate located in Lake County, Indiana (the "Real Estate"), the same being more particularly described in Exhibit A hereto attached and made a part hereof;

All buildings, structures, additions, improvements and fixtures now or hereafter located on the Real Estate, including all right, title and interest of the Corporation in and to all building materials and supplies and plants of every kind and nature whatsoever on said premises or in any building now or hereinafter located thereon, together with all rights in and to land lying in streets, alleys and roads adjoining the Real Estate and all water rights, mineral rights, ditch rights, easements, rights of way, the reversion or reversions, remainder or remainders in and to the Real Estate, and all tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining whether now owned or hereafter acquired, however evidenced, used or enjoyed with the Real Estate;

All rights, interests and privileges of the Corporation in and to the premises covered by the Lease including, but not limited to, all leases with respect to and rents, revenues and income derived by the Corporation from the premises covered by the Lease;

Any and all claims made or insurance proceeds paid for the damage of or destruction to all or any part of the premises covered by the Lease under the

policies of insurance required by the Original Indenture, and any and all awards or compensation made by any governmental or other lawful authority for the taking or damaging by eminent domain of the whole or any part of the premises covered by the Lease, including any awards for a temporary taking, change of grade of streets, or taking of access;

All monies, securities and other property held from time to time by the Trustee under the Indenture, including, without limitation, all monies and securities held in the funds and accounts established under the Indenture, except the Rebate Fund established pursuant to the Original Indenture; and

All proceeds from, products of, additions and improvements to, substitutions for, and replacements and accessions of any and all property, real or personal, described above and all right, title and interest hereinafter acquired in or to any of the property, real or personal, described above.

All bonds issued and secured hereunder are to be issued, authenticated and delivered, and all property mortgaged and pledged by the Indenture as set forth in Exhibit A attached hereto is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed; and the Corporation has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the said bonds or any part thereof, as follows, that is to say:

(End of preamble)





**Section 1.** In this Sixth Supplemental Indenture, words and terms defined in the Original Indenture shall have the meaning therein prescribed unless the context otherwise indicates. Any words or terms used in the Original Indenture for which a different definition is provided herein shall have the meanings herein prescribed unless the context otherwise indicates.

(a) The term "Electronic Means" shall mean the following communication methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

(b) The term "Book Entry System" shall mean the book entry system established and operated pursuant to this Indenture and shall also apply to the Series 2016 Bonds.

(c) The term "Lease" shall mean collectively (a) the Amended and Restated Lease between the Corporation, as lessor, and Tri-Creek School Corporation (the "School Corporation"), as lessee, dated as of December 15, 2006, 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 May 14, 2015, a Fourth Amendment to Lease Agreement dated April 14, 2016 and a Fifth Amendment to Lease Agreement dated April 14, 2016 and (b) the Lease dated November 7, 2007 between the School Corporation, as lessee, and Tri-Creek Middle School Building Corporation and subsequently assigned to the Corporation, as lessor, and an Amendment to Lease dated as of May 1, 2016.

(d) The term "Lessor Representative" shall mean the person appointed as such by resolution of the Board of Directors of the Corporation, initially Dana Bogathy in her role as Business Manager and Dr. Debra Howe in her role as Superintendent of the School Corporation.

(e) The term "Original Purchasers" shall mean with regard to the Series 2016 Bonds, City Securities Corporation.

(f) The term "Investment Securities" shall mean (i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, (iv) Federal Housing Administration debentures, (v) Federal Home Loan Mortgage Corporation participation certificates and senior debt obligations (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts), (vi) Farm Credit Bank consolidated system wide bonds and notes, (vii) Federal Home Loan Banks consolidated debt obligations, (viii) Federal National Mortgage Association senior debt obligations and mortgage backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal

amounts), (ix) demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, and certificates of deposit or bankers acceptances of depository institutions, including the Trustee or any of its affiliates, rated in the AA long-term ratings category or higher by S&P and Moody's or which are fully FDIC-insured, (x) commercial paper (having original maturities of not more than 270 days) rated "A 1" by Standard and Poor's Ratings Group and "Prime 1" by Moody's at the time of purchase, (xi) evidence of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated, (xii) deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), (xiii) money market funds rated in one of the two highest rating categories by Standard & Poor's Corporation or Moody's, including, without limitation, any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (b) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee, (xiv) repurchase and reverse repurchase agreements collateralized with Government Securities, including those of the Trustee or any of its affiliates, and (xv) investment deposit agreements constituting an obligation of a bank, as defined by the Indiana Banking Act (including the Trustee and its affiliates), whose outstanding unsecured long term debt is rated at the time of such agreement in any of the two highest rating categories by each Rating Agency.

(g) The term "Series 2016 Bonds" shall mean the Corporation's Ad Valorem Property Tax First Mortgage Refunding and Improvement Bonds, Series 2016.

Section 2. The principal amount of Series 2016 Bonds which may be issued and outstanding under this Indenture shall be Fifty Million Eight Hundred Ninety-Five Thousand Dollars (\$50,895,000).

The Series 2016 Bonds shall be originally dated on the date of delivery, shall be issued in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof, and shall be numbered consecutively from 1 up.

The Series 2016 Bonds shall mature on January 15 and July 15 on the dates and in the amounts and bear interest at the rates per annum as follows:

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
			895 56G
July 15, 2016	\$1,110,000	3.00%	DE2
January 15, 2017	\$360,000	3.00%	DF9

July 15, 2017	\$280,000	4.00%	DG7
January 15, 2018	\$285,000	3.00%	DH5
July 15, 2018	\$425,000	4.00%	DJ1
January 15, 2019	\$435,000	3.00%	GK8
July 15, 2019	\$500,000	4.00%	DL6
January 15, 2020	\$515,000	4.00%	DM4
July 15, 2020	\$540,000	4.00%	DN2
January 15, 2021	\$555,000	4.00%	DP7
July 15, 2021	\$595,000	4.00%	DQ5
January 15, 2022	\$605,000	4.00%	DR3
July 15, 2022	\$630,000	4.00%	DS1
January 15, 2023	\$645,000	4.00%	DT9
July 15, 2023	\$665,000	4.00%	DU6
January 15, 2024	\$680,000	4.00%	DV4
July 15, 2024	\$710,000	4.00%	DW2
January 15, 2025	\$725,000	4.00%	DX0
July 15, 2025	\$655,000	4.00%	DY8
January 15, 2026	\$670,000	4.00%	DZ5
July 15, 2026	\$1,095,000	4.00%	EA9
July 15, 2027*	\$3,985,000	5.00%	EB7
July 15, 2028*	\$4,450,000	4.00%	EC5
January 15, 2029	\$2,290,000	3.50%	EL5
July 15, 2029	\$2,335,000	4.00%	ED3
July 15, 2030*	\$4,810,000	4.00%	EE1
July 15, 2031*	\$5,005,000	4.00%	EF8
July 15, 2032*	\$5,210,000	4.00%	EG6
July 15, 2033*	\$5,410,000	3.50%	EH4
July 15, 2034*	\$5,740,000	4.00%	EJ0
January 15, 2035	\$980,000	3.00%	EK7

\*term bonds

The interest on all of the Series 2016 Bonds is payable semiannually on January 15 and July 15 of each year, beginning July 15, 2016. Interest shall be calculated from the interest payment date next preceding the date of authentication to which interest has been paid unless the Series 2016 Bond is authenticated on or before the fifteenth day immediately preceding the first interest payment date, in which case interest shall be paid from the original date, or unless the bond is authenticated after the fifteenth day immediately preceding an interest payment date, in which case interest shall be paid from such interest payment date. Interest on the Series 2016 Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 3. The form of the Series 2016 Bonds, the Trustee's certificate to be endorsed thereon, and the registration endorsement (with appropriate insertions of amounts and

distinguishing numbers and letters), shall be substantially as follows with such modifications as are permitted through the use of the Book Entry System:

(Form of Ad Valorem Property Tax First Mortgage Refunding and Improvement Bonds, Series 2016)

UNITED STATES OF AMERICA  
State of Indiana County of Lake

Registered No. \_\_\_\_\_

Registered \$ \_\_\_\_\_

TRI-CREEK 2002 HIGH SCHOOL BUILDING CORPORATION  
AD VALOREM PROPERTY TAX FIRST MORTGAGE  
REFUNDING AND IMPROVEMENT BOND, SERIES 2016

Interest Rate \_\_\_\_\_ Maturity Date \_\_\_\_\_ Original Date \_\_\_\_\_ Authentication Date \_\_\_\_\_ CUSIP \_\_\_\_\_

Registered Owner: CEDE & CO.

Principal Sum:

TRI-CREEK 2002 HIGH SCHOOL BUILDING CORPORATION, a corporation duly organized and existing under the laws of the State of Indiana (hereinafter called the "Corporation"), for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and shall have been duly called for prior redemption and payment as provided for herein), and to pay interest thereon at the rate per annum set forth above from the interest payment date to which interest has been paid next preceding the date of authentication of this bond unless this bond is authenticated after the fifteenth day preceding an interest payment date and on or before such interest payment date, in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before June 30, 2016, in which case it shall bear interest from the Original Date until the principal shall be fully paid, which interest is payable on January 15 and July 15 of each year, beginning on July 15, 2016. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this bond is payable by check mailed one business day prior to the interest payment date to the registered owners or by wire transfer of immediately available funds on the interest payment date to depositories shown as registered owners. Payment shall be made to the person or depository in whose name this bond is registered on the fifteenth day preceding such interest payment date. Principal of this bond is payable by check upon presentation at the Trustee's



corporate trust operations office located in the City of East Syracuse, New York, or by wire transfer of immediately available funds to depositories who present the bonds to the Trustee at least two business days prior to the payment date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Trustee shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

This bond is one of an authorized series of bonds of the Corporation, all of like date, tenor and effect (except as to numbering, denomination, interest rate and date of maturity), in the aggregate principal amount of Fifty Million Eight Hundred Ninety-Five Thousand Dollars (\$50,895,000) issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a Trust Indenture and Mortgage dated as of December 15, 2002, as previously supplemented by a Supplemental Indenture dated as of June 1, 2003, a Second Supplemental Indenture dated as of December 15, 2006, and a Third Supplemental Indenture dated as of May 15, 2010, a Fourth Supplemental Trust Indenture dated as of July 15, 2012, a Fifth Supplemental Trust Indenture dated as of June 1, 2015 and a Sixth Supplemental Trust Indenture dated as of May 1, 2016 (hereinafter collectively called the "Indenture"), executed by the Corporation and The Bank of New York Mellon Trust Company, N.A., as successor to Bank One Trust Company, National Association, as Trustee, to which reference is hereby made for a description of the property securing the bonds, the rights under said Indenture of the Corporation, the owners of the bonds and the Trustee, to all of which the owners hereof, by the acceptance of this bond, agree. The Bonds are issued on a parity basis under the Indenture with the Issuer's First Mortgage Refunding Bonds, Series 2006, First Mortgage Refunding Bonds, Series 2007, Taxable Ad Valorem Property Tax First Mortgage Bonds, Series 2010 (Recovery Zone Economic Development Bonds), Ad Valorem Property Tax First Mortgage Refunding and Improvement Bonds, Series 2012, Ad Valorem Property Tax First Mortgage Bonds, Series 2015. The Indenture permits the issuance of additional parity bonds under the conditions set out therein and allows the Corporation to terminate the security of the Indenture for this bond by establishing a trust fund with the Trustee under the conditions set out in the Indenture.

The Corporation has covenanted that one business day prior to January 15 and July 15 in each year, beginning with July 15, 2016, it will pay to the Trustee an amount sufficient to pay the principal and all interest as it becomes due until all of the bonds of this issue shall have been retired.

The Series 2016 Bonds are subject to redemption at the option of the Corporation prior to maturity on any date on or after January 15, 2026, at the principal amount thereof, plus interest accrued to the date of redemption. The bonds of this issue are subject to mandatory sinking fund redemption prior to maturity as described in the Indenture and on Exhibit A hereto.

In case an event of default, as defined in the Indenture, occurs, the principal of this bond may become or may be declared due and payable prior to the stated maturity hereof, in the manner, and with the effect, and subject to the conditions provided in the Indenture.

This bond shall be initially issued in a Book Entry System (as defined in the Indenture). The provisions of this bond and of the Indenture are subject in all respects to the provisions of the Letter of Representations between the Corporation and The Depository Trust Company, or any substitute agreement, affecting such Book Entry System.

This bond is transferable in accordance with the Book Entry System or, if no such system is in effect by the Registered Owner hereof at the Trustee's corporate trust operations office located in the City of East Syracuse, New York, upon surrender and cancellation of this bond and on presentation of a duly executed written instrument of transfer and thereupon a new bond or bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. This bond may be exchanged upon surrender hereof at the Trustee's corporate trust operations office located in the City of East Syracuse, New York, duly endorsed by the owner for the same aggregate principal amount of bonds of the same maturity in authorized denominations as the owner may request.

The Corporation and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner hereof.

This bond shall not be a valid obligation until duly authenticated by the Trustee, or its successors in trust, by the execution of the certificate endorsed hereon. The owner of this bond shall have no recourse for its payment against present or future members, officers or directors of the Corporation, and such recourse is, by the acceptance of this bond, expressly waived.

IN WITNESS WHEREOF, the TRI-CREEK 2002 HIGH SCHOOL BUILDING CORPORATION has caused this bond to be executed in its name and on its behalf by the facsimile signature of its President and attested by the facsimile signature of its Secretary.

TRI-CREEK 2002 HIGH SCHOOL  
BUILDING CORPORATION

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

TRUSTEE'S CERTIFICATE

This bond is one of the bonds described in the within mentioned Indenture.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as successor to  
BANK ONE TRUST COMPANY, NATIONAL  
ASSOCIATION as Trustee

By: \_\_\_\_\_  
Authorized Representative

**Document is  
NOT OFFICIAL!**  
[End of Form of Bond]

Section 4. Prior to the delivery of the Series 2016 Bonds, there shall be filed with the  
Trustee: **the Lake County Recorder!**

- (a) an executed counterpart of this Sixth Supplemental Indenture;
- (b) a copy, certified by the Secretary of the Corporation, of the resolution, adopted by the Board of Directors of the Corporation, authorizing the execution and delivery of the Sixth Supplemental Indenture and the Series 2016 Bonds and designating the date of the original delivery of the Series 2016 Bonds;
- (c) a request and authorization to the Trustee by the President of the Corporation to authenticate and deliver the Series 2016 Bonds to the Original Purchasers upon payment to the Trustee of the purchase price thereof plus accrued interest thereon to the date of delivery, as specified in such request and authorization;
- (d) an opinion of an accountant or investment banker, supported by appropriate calculations, stating that the additional bonds can be amortized, along with the original bonds, from lease rental payments pursuant to the Lease; and
- (e) an opinion of recognized bond counsel to the effect that the issuance and sale of the additional bonds will not result in interest on the original bonds and any outstanding additional bonds becoming includable in the gross income of the owners thereof for federal income tax purposes.

Section 5. The Series 2016 Bonds so executed by the Corporation and authenticated by the Trustee shall be delivered to the Original Purchasers thereof in the amount, at the times, and upon the payment of the purchase price thereof, as requested in writing by the Treasurer of the Corporation.

Section 6. The Series 2016 Bonds are subject to redemption at the option of the Corporation prior to maturity on any date on or after July 15, 2026, at the principal amount thereof, plus interest accrued to the date of redemption.

Section 7. The Term Bonds are also subject to mandatory sinking fund redemption at a price equal to the principal amount thereof plus accrued interest to the date of redemption on January 15 and July 15 in accordance with the following schedules:

Bonds Maturing on July 15, 2027

Date	Amount
January 15, 2027	\$1,830,000
*July 15, 2027	\$2,155,000

Bonds Maturing on July 15, 2028

Date	Amount
January 15, 2028	\$2,200,000
*July 15, 2028	\$2,250,000

Bonds Maturing on July 15, 2030

Date	Amount
January 15, 2030	\$2,380,000
*July 15, 2030	\$2,430,000

Bonds Maturing on July 15, 2031

Date	Amount
January 15, 2031	\$2,475,000
*July 15, 2031	\$2,530,000

Bonds Maturing on July 15, 2032

Date	Amount
January 15, 2032	\$2,580,000
*July 15, 2032	\$2,630,000

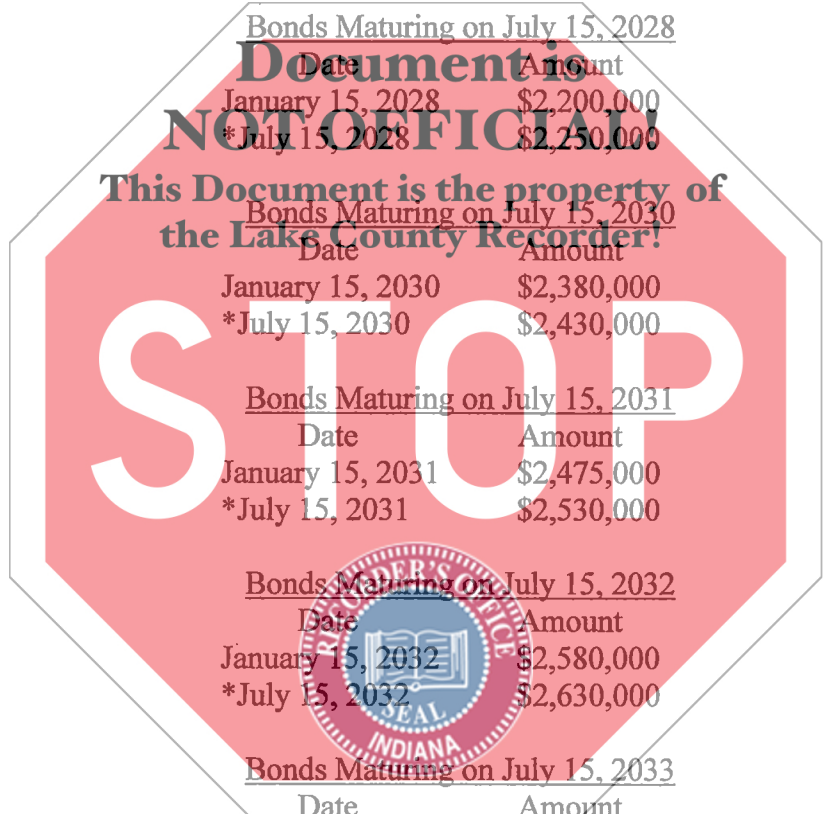
Bonds Maturing on July 15, 2033

Date	Amount
January 15, 2033	\$2,680,000
*July 15, 2033	\$2,730,000

Bonds Maturing on July 15, 2034

Date	Amount
January 15, 2034	\$2,780,000
*July 15, 2034	\$ 960,000

\*Final Maturity





**Section 8.** The proceeds of the Series 2016 Bonds \$50,895,000 (less underwriter's discount of \$381,712.50, plus an original issue premium of \$6,186,078.45) shall be applied as follows:

(a) \$56,699,365.95, the balance of the proceeds, will be deposited into the 2016 Construction Account created under the Indenture. The Trustee shall immediately transfer \$40,783,511.10 to U.S. Bank National Association, without any further direction by the Corporation, to purchase the lessor's interest in the 2007 Lease, thereby providing for the payment of the remaining principal and interest on the outstanding Tri-Creek Middle School Building Corporation First Mortgage Bonds, Series 2008. The Trustee shall pay the cost of issuance of the Series 2016 Bonds and the costs of improving facilities to be used by the School Corporation from the Construction Account upon the presentation of an affidavit executed by any two officers of the Building Corporation or by a Lessor Representative stating the character of the expenditure, the amount thereof, and to whom due, together with a statement of the creditor as to the amount owing. Upon filing with the Trustee of an affidavit that all expenses of issuing the bonds and all cost of construction have been paid, any funds remaining in the 2016 Construction Account shall be transferred by the Trustee to the Revenue Account.

(b) The Trustee shall open a 2008 Construction Account and shall deposit moneys received from the trustee for the Tri-Creek Middle School Building Corporation First Mortgage Bonds, Series 2008 as follows: \$718,229.51 shall be deposited into a 2008 Construction Account created under the Indenture and \$25,112.58 shall be deposited into the 2016 Construction Account and used to pay cost of issuance on the Series 2016 Bonds and shall be considered the first used for such purpose. The 2008 Construction Account shall be invested at all times at a yield lesser than the yield on the Series 2016 Bonds. Disbursements from the 2008 Construction Account shall be made in the same manner as those from the 2016 Construction Account set forth in (a) above. Upon filing with the Trustee of an affidavit that all expenses of issuing the bonds and all cost of construction have been paid, any funds remaining in the 2008 Construction Account shall be transferred by the Trustee to the Revenue Account.

**Section 9.** The Corporation has determined that the shall be held by a central depository system pursuant to an agreement between the Corporation and The Depository Trust Company, and have transfers of the Bonds affected by book-entry on the books of the central depository system. The Bonds shall be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company.

With respect to the Bonds registered in the register kept by the Paying Agent in the name of CEDE & CO., as nominee of The Depository Trust Company, the Corporation and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner") of the Bonds with respect to (i) the accuracy of the records of The Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any Bondholder (including any Beneficial Owner) or

any other person, other than The Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than The Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Corporation to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to the Indenture. The Corporation and the Registrar and Paying Agent may treat as and deem The Depository Trust Company or CEDE & CO. to be the absolute Bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to Bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by Bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of The Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Corporation's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by The Depository Trust Company to the Corporation of written notice to the effect that The Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Indenture shall refer to such new nominee of The Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO. as nominee of The Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to The Depository Trust Company as provided in a representation letter from the Corporation to The Depository Trust Company.

Upon receipt by the Corporation of written notice from The Depository Trust Company to the effect that The Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of The Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Corporation kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company, but may be registered in whatever name or names the Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of the Indenture.

If the Corporation determines that it is in the best interest of the Bondholders that they be able to obtain certificates for the fully registered Bonds, the Corporation may notify The Depository Trust Company and the Registrar, whereupon The Depository Trust Company will notify the Beneficial Owners of the availability through The Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by The Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever The Depository Trust Company

requests the Corporation and the Registrar to do so, the Registrar and the Corporation will cooperate with The Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of a depository trust company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Corporation indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to Bondholders by the Corporation or the Registrar with respect to any consent or other action to be taken by Bondholders, the Corporation or the Registrar, as the case may be, shall establish a record date for such consent or other action and give The Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of The Depository Trust Company or CEDE & CO. or any substitute nominee, the Corporation and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from The Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and The Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the Bondholders for purposes of this Indenture and the Corporation and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the Bondholders. Along with any such certificate or representation, the Registrar may request The Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 10. The Trustee shall create a Series 2016 Construction Account and a Series 2016 Bond Interest Account under the Original Indenture.

Section 11. This Indenture shall be governed and construed in accordance with the law of the State of Indiana.

Section 12. This Sixth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, TRI-CREEK 2002 HIGH SCHOOL BUILDING CORPORATION has caused its corporate name to be hereunto subscribed by its President or Vice President and attested by its Secretary, and The Bank of New York Mellon Trust Company, N.A., as successor to Bank One Trust Company, National Association, as Trustee, has likewise caused this Sixth Supplemental Trust Indenture to be executed in said Trustee's name and behalf by its Authorized Officer, and attested by its Authorized Officer in token of its acceptance of said trust, as of the day and year first hereinabove written.

TRI-CREEK 2002 HIGH SCHOOL  
BUILDING CORPORATION

By: \_\_\_\_\_

President

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the Lake County Recorder!**

**STOP**



Attest:

*Lynne Halberstam*  
Secretary



THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as successor to  
BANK ONE TRUST COMPANY, NATIONAL  
ASSOCIATION

By: *[Signature]*  
Authorized Officer

Attest:

*[Signature]*  
Authorized Officer

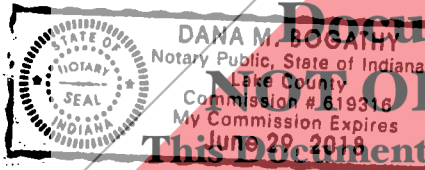


STATE OF INDIANA        )  
                                      ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, this 31 day of May, 2016, personally appeared LYNN BOCHART 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 Sixth Supplemental Trust Indenture for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Seal)



Dana M. Bogathy  
(Written Signature)

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DANA M. BOGATHY  
(Printed Signature)  
Notary Public

My commission expires:

JUNE 29, 2018

My county of residence is:

LAKE



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of June, 2016, personally appeared Karen Franklin and Nancy Storms, personally known to me to be the Authorized Officers of The Bank of New York Mellon Trust Company, N.A., as successor to Bank One Trust Company, National Association and acknowledged the execution of the foregoing Sixth Supplemental Trust Indenture for and on behalf of said Bank.

WITNESS my hand and notarial seal.

(Seal)

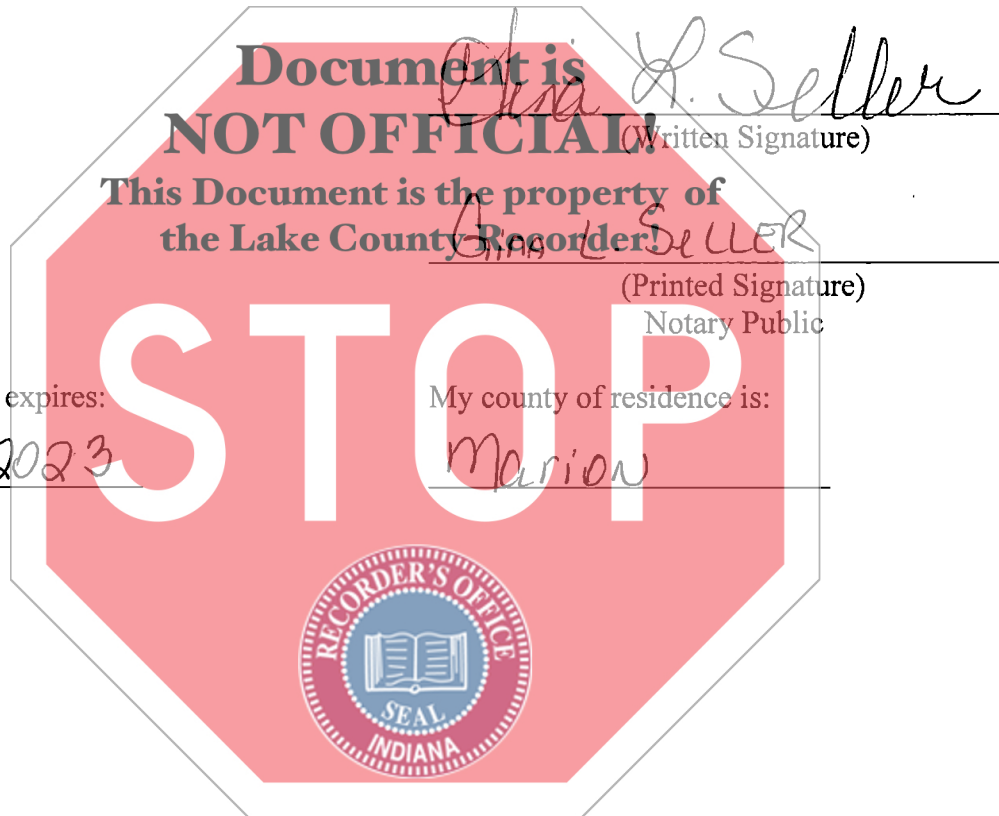


EXHIBIT A

Attached to and made a part of the Sixth Supplemental Trust Indenture  
executed by and between  
Tri-Creek 2002 High School Building Corporation,  
and  
The Bank of New York Mellon Trust Company, N.A., as successor to Bank One Trust Company,  
National Association as Trustee  
Dated as of May 1, 2016

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 1/4 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 1/4 that is 320.0 feet N1°27'W of the Southwest corner thereof, thence N89°30' 11"E parallel to the South line of said Northwest 1/4 of the southwest 1/4 a distance of 117.39 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.



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.

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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