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STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

28

THIRD SUPPLEMENTAL TRUST INDENTURE

between

MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION

and

Document is

NOT OFFICIAL!

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., TRUSTEE

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Dated as of July 1, 2016

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\$46,695,000 Ad Valorem Property Tax First Mortgage Refunding and Improvement
Bonds, Series 2016



FILED

AUG 17 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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THIRD SUPPLEMENTAL TRUST INDENTURE

THIS THIRD SUPPLEMENTAL TRUST INDENTURE, executed and dated as of the first day of July, 2016 (the "Third Supplemental Indenture"), supplementing the Trust Indenture dated as of June 15, 1990 (the "Original Indenture"), by and between MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION, a corporation organized and existing under the laws of the State of Indiana (the "Corporation"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association having a corporate trust office in Indianapolis, Indiana (the "Trustee"), as supplemented by the First Supplemental Trust Indenture dated as of March 1, 1992 (the "First Supplemental Indenture"), and a Second Supplemental Trust Indenture dated as of January 1, 2008 (the "Second Supplemental Indenture"), by and between the Corporation and Trustee (the Original Indenture as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and as further supplemented and amended from time to time is referred to as the "Indenture").

WITNESSETH:

WHEREAS, the Original Indenture was recorded on July 24, 1990, in the Recorder's Office of Lake County as instrument number 113138; and

WHEREAS, the First Supplemental Indenture was recorded on April 6, 1992, in the Recorder's Office of Lake County as instrument number 92023253; and

WHEREAS, the Second Supplemental Indenture was recorded on February 21, 2008, in the Recorder's Office of Lake County as instrument number 2008012482; and

WHEREAS, pursuant to the Second Supplemental Indenture the Corporation has authorized, sold and delivered \$54,925,000 of its First Mortgage Bonds, Series 2008 (the "Series 2008 Bonds") to finance the cost of the renovation and improvements to Merrillville High School including the construction of a Freshman Center addition, the construction of an addition to Pierce Middle School and the renovation of and improvements to Iddings Elementary School, portions of which are identified in (i) the Lease Agreement by the Corporation to Merrillville Community School Corporation (the "School Corporation"), dated as of June 5, 2007 (as amended, the "2007 Lease"), and (ii) the Lease Agreement by the Corporation to the School Corporation dated as of January 2, 1990, as amended (as amended, the "1990 Lease") (the 1990 Lease together with the 2007 Lease, the "Lease"); and

WHEREAS, the Original Indenture provides in Section 2.06 thereof that the Corporation may issue Additional Bonds (as defined in the Original Indenture), 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; and

WHEREAS, the Corporation has determined to issue its Ad Valorem Property Tax First Mortgage Refunding and Improvement Bonds, Series 2016 (the "Series 2016 Bonds") in the aggregate principal amount of \$46,695,000, dated the date of delivery, for the purpose of (i) refunding the Series 2008 Bonds, (ii) paying the costs of capital expenditures made on the

Leased Premises and other facilities owned or leased by the School Corporation, and (iii) paying the necessary and incidental costs of issuance; 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 Trustee, 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 Third 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 the Series 2016 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 Third 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 thereto 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;

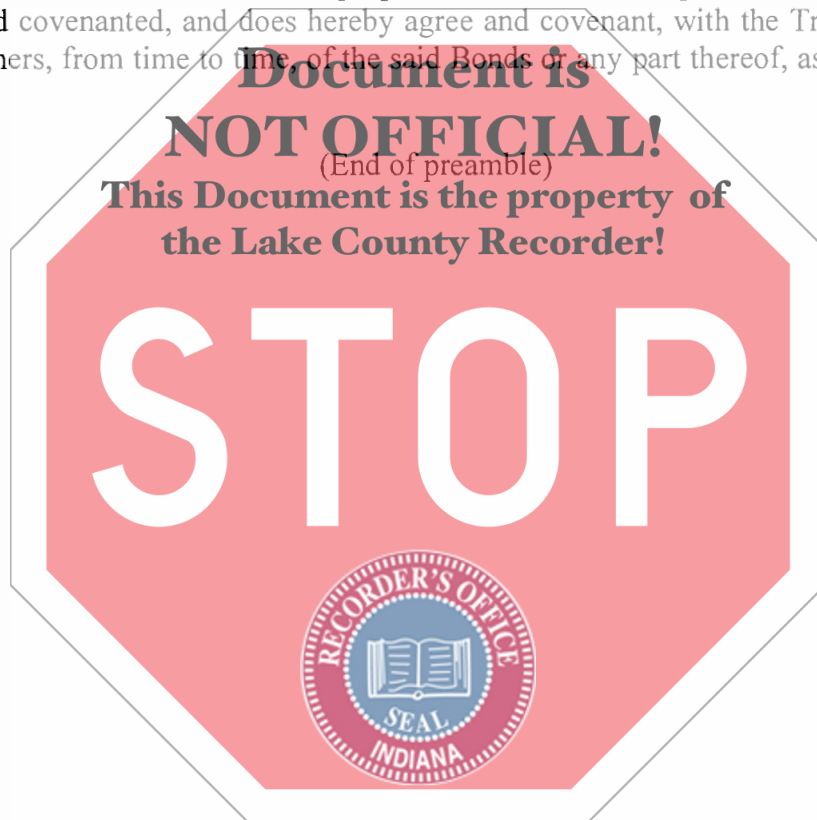
Any and all claims made or insurance proceeds paid for the damage of or destruction to all or any part of the premises covered by the Lease under the

policies of insurance required by Section 6.01 of 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 Section 3.03 of 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:



Section 1. In this Third 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 “Bonds” shall mean all bonds issued pursuant to the Indenture.
- (b) The term “Escrow Agreement” shall mean the Escrow and Defeasance Agreement dated as of August 17, 2016, between the Building Corporation, the Trustee, and the Escrow Trustee.
- (c) The Term “Escrow Trustee” shall mean The Bank of New York Mellon Trust Company, N.A..
- (d) The term “Lease” shall mean the 1990 Lease and the 2007 Lease.
- (e) The term “Lessor Representative” shall mean the person appointed as such by resolution of the Board of Directors of the Corporation.
- (f) The term “1990 Lease” shall mean the Lease Agreement with the School Corporation dated as of January 2, 1990, as amended by a First Amendment to Lease dated as of June 21, 1990, and a Second Amendment to Lease dated as of June 5, 2007.
- (g) The term “2007 Lease” shall mean the Lease by the Corporation to the School Corporation, dated as of June 5, 2007.
- (h) The term “Original Purchasers” shall mean, with respect to the Series 2016 Bonds, City Securities Corporation.
- (i) The term “Qualified Investments” shall mean: A. Direct obligations of, and obligations issued by and/or fully and unconditionally guaranteed as to timely payment by, the United States government and any agency, instrumentality, or establishment of the United States government. B. Commercial paper having, at the time of investment or contractual commitment to invest therein, a rating of A-1 or better from S&P or P-1 from Moody's. C. Investment in money market mutual funds having a rating in the highest investment category granted thereby from S&P 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 (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) 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; D. 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.

(j) The term “Series 2008 Bonds” shall mean the First Mortgage Bonds, Series 2008.

(k) The term “Series 2016 Bonds” shall mean the Ad Valorem Property Tax First Mortgage Refunding and Improvement Bonds, Series 2016.

(l) The term “Series 2016 Term Bonds” shall mean the Series 2016 Bonds maturing on July 15 in the years 2027 and 2028, and January 15 in the year 2030.

Section 2. The principal amount of Series 2016 Bonds which may be issued and outstanding under this Indenture shall be \$46,695,000 in principal amount.

The Series 2016 Bonds shall be originally dated 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:

DATE	AMOUNT	RATE
January 15, 2017	\$1,620,000	3.000%
July 15, 2017	1,445,000	4.000%
January 15, 2018	1,475,000	4.000%
July 15, 2018	1,505,000	5.000%
January 15, 2019	1,545,000	4.000%
July 15, 2019	1,576,000	4.000%
January 15, 2020	1,605,000	5.000%
July 15, 2020	720,000	4.000%
January 15, 2021	730,000	4.000%
July 15, 2021	745,000	4.000%
January 15, 2022	760,000	4.000%
July 15, 2022	1,705,000	5.000%
January 15, 2023	1,745,000	5.000%
July 15, 2023	1,790,000	5.000%
January 15, 2024	1,840,000	5.000%
July 15, 2024	1,880,000	5.000%
January 15, 2025	1,930,000	5.000%
July 15, 2025	1,975,000	5.000%
January 15, 2026	2,025,000	5.000%
July 15, 2026	2,075,000	5.000%
July 15, 2027	3,755,000	5.000%
July 15, 2028	5,070,000	5.000%
January 15, 2030	7,185,000	4.000%

The interest on all of the Series 2016 Bonds is payable semiannually on January 15 and July 15 of each year, beginning January 15, 2017. 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 permitted through the use of the Book Entry System:

(Form of Series 2016 Bond)

UNITED STATES OF AMERICA
 State of Indiana
 County of Lake

Registered
 No. R-

Registered
 \$

MERRILLVILLE MULTI-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:

MERRILLVILLE MULTI-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 in installments on the Maturity Dates 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 December 31, 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, 2017. 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 five business days 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 designated corporate trust office of the Trustee, 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 \$46,695,000, issued under and in accordance with, and all equally and ratably entitled to the benefits of, and ratably secured by, a Trust Indenture dated as of June 15, 1990, as supplemented by a First Supplemental Trust Indenture, dated as of March 1, 1992, a Second Supplemental Indenture dated as of January 1, 2008, and by a Third Supplemental Trust Indenture, dated as of July 1, 2016 (as supplemented, the "Indenture"), executed by the Corporation and The Bank of New York Mellon Trust Company, N.A., 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 Indenture permits the issuance of additional parity bonds under the conditions set out in Section 2.06 thereof 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 Section 8.04 thereof.

The Corporation has covenanted that five business days prior to January 15 and July 15 in each year, beginning with January 15, 2017, 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 bonds of this issue may be redeemed prior to maturity at the option of the Corporation in whole or in part, in such order of maturity as the Corporation shall direct and by lot within maturities (each \$5,000 of principal shall be considered as a bond for this purpose), on or after July 15, 2026, at a redemption price equal to the principal amount thereof plus in each case accrued interest to the date fixed for redemption.

The bonds maturing on July 15 in the years 2027 and 2028, and on January 15 in the year 2030, are also subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption on January 15 and July 15 on the dates and in the amounts shown in the Indenture.

In either case, notice of redemption identifying the bonds to be redeemed will be mailed to the registered owners of bonds to be redeemed.

If this bond is so called for redemption, and payment is made to the Trustee in accordance with the terms of the Indenture, this bond shall cease to bear interest or to be entitled to the lien of the Indenture from and after the date fixed for the redemption in the call.

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, effecting 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 designated corporate trust office of the Trustee 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 designated corporate trust office of the Trustee 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 MERRILLVILLE MULTI-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.

MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION

By: _____
President, Board of Directors

Attest:

Secretary, Board of Directors

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., Trustee

By: _____
Authorized Representative

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Section 4.
Trustee:

Prior to the delivery of the Series 2016 Bonds, there shall be filed with the

- (a) an executed counterpart of this Third 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 Third 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 Treasurer 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 Series 2016 Bonds can be amortized 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 Series 2016 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 Corporation shall have the right on or after July 15, 2026, at its option, to redeem, according to the procedure hereinafter provided, all or any part of the Series 2016 Bonds secured by this Indenture, at a price equal to the aggregate principal amount thereof plus interest accrued to the date fixed for redemption

Section 7. The Series 2016 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 schedule:

Term Bond Due July 15, 2027		Term Bond Due July 15, 2028		Term Bond Due January 15, 2030	
1/15/2027	\$2,130,000	1/15/2028	\$2,775,000	1/15/2029	\$2,345,000
7/15/2027	1,625,000*	7/15/2028	2,295,000*	7/15/2029	2,395,000
				1/15/2030	2,445,000*

* Final Maturity

Section 8. The Trustee shall create a 2016 Construction Account within the Construction Fund established under Section 8.01 of the original indenture. These amounts shall be held and disbursed as set forth below.

Section 9. The proceeds of the Series 2016 Bonds (less underwriter's discount of \$233,475) shall be applied as follows:

- (a) Concurrently with the delivery of the Series 2016 Bonds, the Trustee shall acquire with \$51,113,623.99 of such proceeds and \$165,000 of funds transferred by the Trustee, the open market securities being obligations of or unconditionally guaranteed by the United States of America (hereinafter referred to as "Government Obligations"). The Trustee shall deposit with The Bank of New York Mellon Trust Company, N.A., as Escrow Trustee under the Escrow Agreement, such obligations and cash in the amount of \$938.14, in order to partially release and discharge the Original Indenture as to the Series 2008 Bonds
- (b) \$200,000 shall be deposited in the Bond Issuance Expense Account of the Construction Fund and used to pay costs of issuance of the Series 2016 Bonds.
- (c) \$3,774,378.00 shall be deposited in the 2016 Construction Account of the Construction Fund and used to fund capital expenditures made on the Leased Premises and other facilities owned or leased by the School Corporation.

(d) \$2,523.81 shall be deposited in the Sinking Fund to be used to pay principal and interest on the Bonds.

Section 10. Trustee shall deposit the amount provided by Section 9 in the Bond Issuance Expense Account. The Trustee shall pay the cost of issuance of the Series 2016 Bonds from such Account upon the presentation of either (i) a resolution of the Board of Directors identifying to whom payment is due and the amount of such payment or (ii) an affidavit executed by any officer of the Corporation or the 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. No later than October 31, 2016, any funds remaining in such Account shall be transferred by the Trustee to the 2016 Construction Account.

The Trustee shall transfer \$165,000 from the Operation and Maintenance Account to the escrow fund created by the Escrow Agreement, where it will be used to pay principal and interest on the Series 2008 Bonds.

Proceeds of Series 2016 Bonds as provided by Section 9 shall be deposited by the Trustee in the 2016 Construction Account. The Trustee shall apply the 2016 Construction Account to the payment of claims of contractors and repair of work on the buildings constructed by the Corporation on the real estate described in Exhibit A and for the improvement of facilities owned and operated by the Lessee, for the purchase of equipment, including, but not limited to, the following items:

- (a) Obligations incurred for labor and to contractors, builders and materialmen in connection with the improvement of facilities owned or leased by the School Corporation;
- (a) The cost of acquiring real estate;
- (a) The cost of equipment;
- (a) The cost of all indemnity and surety bonds required by this Indenture, the fees and expenses of the Trustee and any Paying Agent during construction, and premiums on insurance during construction;
- (a) Architects, engineers, construction managers and attorneys expenses and fees;
- (a) All other incidental costs incurred in connection with the cost of construction and equipment of buildings;
- (a) Any amount required to be deposited in the Rebate Fund.

All payments from the 2016 Construction Account shall be made by the Trustee upon presentation of architect's or engineer's certificates of work completed and materials furnished, approved in writing by any officers of the Corporation or the Lessor Representative, or in the case of any items not subject to certification by the architect or engineer, then upon presentation of an affidavit executed by any officers of the Corporation or Lessor Representative, stating the

character of the expenditure, the amount thereof, and to whom due, together with the statement of the creditor as to the amount owing.

The moneys held in the 2016 Construction Account shall not be invested at a yield in excess of the yield on the 2016 Bonds. The Trustee shall be entitled to rely upon the Corporation's arbitrage certificate as to the accuracy of the facts stated therein, including the yield on the bonds.

Section 11. Section 2.08 of the Original Indenture shall be replaced with the following:

The Trustee shall keep a record for the registration of bonds issued hereunder and shall, at all reasonable times, be open for inspection by the Corporation. Each registered bond shall be transferable only on such record at the designated office of the Trustee, at the written request of the registered owner thereof or his or her attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his or her duly authorized attorney.

Section 12. Section 3.06 of the Original Indenture is hereby amended to delete the following language:

In absence of such direction, all funds shall be invested by the Trustee without further direction or authority in Qualified Investment having a maturity date of thirty (30) days or less.

Section 13. Section 3.06 of the Original Indenture is hereby amended to add the following language:

Although the Corporation recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Corporation agrees that confirmation of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered and that no statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 14. Section 5.07 of the Original Indenture is hereby amended to add the following language at the end of the section:

The Trustee shall have no duty or review, verify or analyze such financial statements and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein, default or event of default which may be disclosed therein in any manner.

Section 15. Section 5.14 of the Original Indenture shall be amended to included the following:

The Trustee shall file such a claim immediately, but not less than two business days from Lease Rental Payment Due Date.

Section 16. Section 10.01 of the Original Indenture is hereby amended by adding the following paragraphs:

(k) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee may not be relieved from liability for its own gross negligent action, its own gross negligent failure to act or its own willful misconduct.

(l) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(m) The Trustee may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Trustee may refuse to perform any duty or exercise any right or power which would require it to expend its own funds or risk any liability if it shall reasonably believe that repayment of such funds or adequate indemnity against such risk is not reasonably assured to it. The Trustee may act through agents or attorneys and shall not be responsible for the misconduct or negligence of agents or attorneys appointed with due care. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. The Trustee shall not be accountable for the Corporation use of the proceeds from the Bonds. The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty.

(o) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Corporation shall provide to the Trustee an incumbency certificate listing officer with the authority to provide such Instructions ("Authorized Officers") and containing specimen signature of such Authorized Officer, which incumbency certificate shall be amended by the Corporation whenever a person is to be added or deleted from the listing. If the Corporation elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Corporation understands and agrees that the Trustee cannot determine the identity of the actual sender of such instructions and that the

Trustee shall conclusively presume that direction that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Corporation shall be responsible for ensuring that only Authorized Officer transmit such instructions to the Trustee and that the Corporation and all Authorized Officer are solely responsible to safeguard that use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Corporation. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written Instruction. The Corporation agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions that the method(s) selected by the Corporation; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: 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.

Section 17. Section 10.01(c) is hereby amended to add the following:

If the Trustee renders any service hereunder not provided for in this Indenture or related financing documents, or the Trustee is made a part to or intervenes in any litigation pertaining to this Indenture or related financing documents or institutes interpleader proceedings relative hereto, the Trustee shall be compensated reasonable by the Issuer for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket and incidental expenses and legal fees and expenses occasioned thereby.

Section 18. Section 10.05 of the Original Indenture is hereby amended to replaces references to "twenty (20)" shall be revised to "thirty (30)".

Section 19. Section 10.05 of the Original Indenture is hereby amended to add the following:

If at the end of the 30 day notice period no successor trustee has been appointed, the Trustee may petition a court of competent jurisdiction to appoint a successor trustee.

Section 20. Section 10.05 of the Original Indenture is hereby amended to add the following:

The Trustee may be removed at any time upon 30 days' notice.

Section 21. Section 10.08 of the Original Indenture shall be amended to included the following:

The Trustee shall file such a claim immediately, but not less than two business days from Lease Rental Payment Due Date.

Section 22. Article XII of the Original Indenture is hereby amended by adding the following paragraph:

Section 12.06. This Indenture shall be construed in accordance with the substantive laws of the State of Indiana.

Section 23. This Third 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, THE MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION has caused its corporate name to be hereunto subscribed by its President and attested by its Secretary, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, has likewise caused this Third Supplemental Indenture to be executed in said Trustee's name and behalf by its Trust Officer, and attested by its Trust Officer in token of its acceptance of said trust, as of the day and year first hereinabove written.

MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION

By: Paul W. Birk
President, Board of Directors

Attest:

[Signature]
Secretary, Board of Directors



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of August, 2016, personally appeared DAVID W. BARRICK and DONALD P. LEVINSON, personally known to me to be the President and Secretary, respectively, of Merrillville Multi-School Building Corporation, and acknowledged the execution of the foregoing Third Supplemental Indenture for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Seal)

David W. Barrick
(Written Signature)

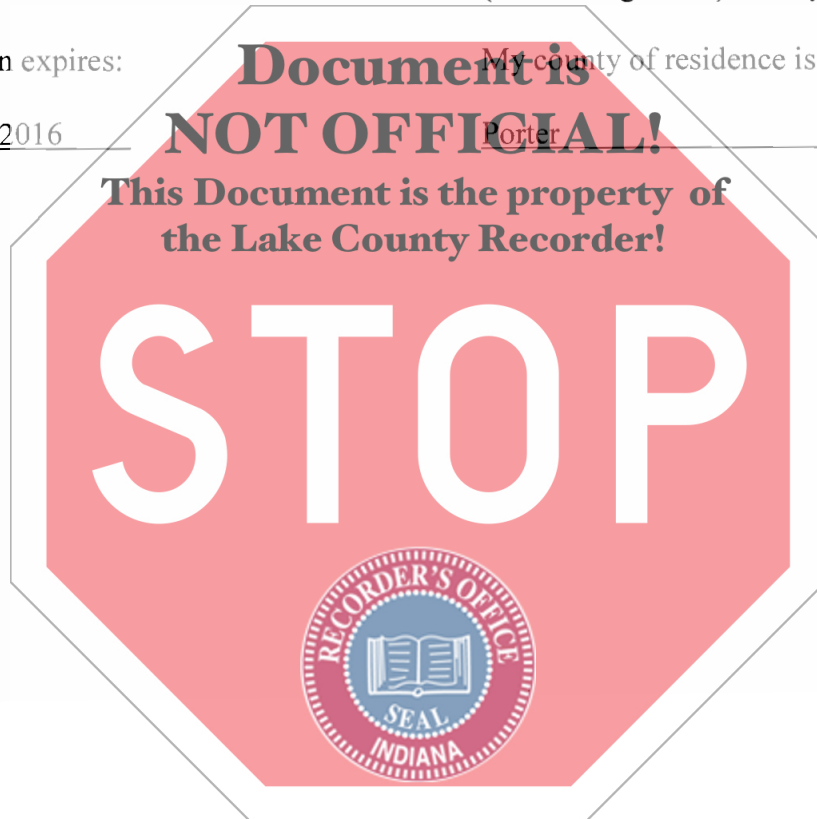
Bonnie C. Clemen
(Printed Signature) Notary Public

My commission expires:

September 19, 2016

My county of residence is:

Porter



THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: *Kenneth White*
Trust Officer

Attest:

Yang Stevens
Trust Officer



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, this 17th day of August, 2016, personally appeared Karen Franklin and Nancy Storms, personally known to me to be Trust Officers of The Bank of New York Mellon Trust Company, N.A., and acknowledged the execution of the foregoing Third Supplemental Indenture for and on behalf of said Bank.

WITNESS my hand and notarial seal.

(Seal)

Gina L. Seller
(Written Signature)

Gina L. SELLER
(Printed Signature) Notary Public

My commission expires:

May 10, 2023

My county of residence is:

Marion

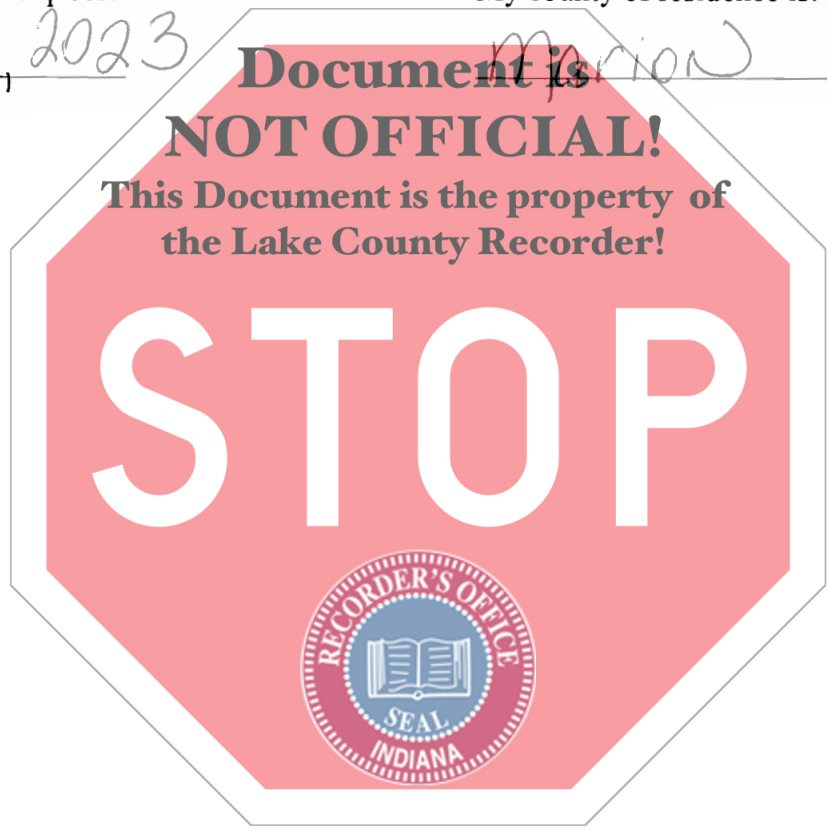


EXHIBIT A

Attached to and made a part of the Third Supplemental Trust Indenture
executed by and among
Merrillville Multi-School Building Corporation
and
The Bank of New York Mellon Trust Company, N.A., Trustee
Dated as of July 1, 2016

LEGAL DESCRIPTION

Tract 1 - A portion of Pierce Middle School and addition thereto

Parcel G: A parcel of real estate in the Northwest Quarter of Section 16, Township 36 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana, and being a part of the real estate conveyed to the Merrillville Community School Corporation per a Warranty Deed dated January 17, 1990 and recorded February 22, 1990, as Document No. 085694, in the Office of the Recorder of Lake County, Indiana, said parcel described as follows (the bearings are based on the South line of said Northwest Quarter having a direction of North 89 degrees 47 minutes 10 seconds West): Beginning at a point on the East right-of-way line of Connecticut Street that is North 00 degrees 02 minutes 11 seconds West, 15.00 feet from the intersection of said East right-of-way line with the South right-of-way line of 70th Avenue, thence continuing North 00 degrees 02 minutes 11 seconds West, 20.50 feet along said East right-of-way line; thence South 89 degrees 45 minutes 42 seconds East, 44.61 feet; thence South 00 degrees 14 minutes 18 seconds West, 43.31 feet to the North face of a proposed building addition to the existing Pierce Middle School; thence Easterly along said North face of the building addition the following 5 courses and distances, South 89 degrees 25 minutes 03 seconds East 61.16 feet, North 00 degrees 34 minutes 54 seconds West 17.00 feet, North 89 degrees 25 minutes 03 seconds East 17.00 feet to the Northeast corner of said proposed building addition; thence Southerly along the Easterly face of said proposed building addition the following 7 courses and distances, South 00 degrees 34 minutes 54 seconds West 47.33 feet, North 89 degrees 25 minutes 06 seconds West 13.00 feet, South 00 degrees 34 minutes 54 seconds West 1.67 feet, North 89 degrees 25 minutes 06 seconds West 4.00 feet, South 00 degrees 34 minutes 54 seconds West 13.34 feet, North 89 degrees 25 minutes 06 seconds West 33.00 feet, South 00 degrees 34 minutes 54 seconds West 14.23 feet to the Southerly face of said proposed building addition; thence Westerly along said Southerly face of said proposed building addition the following 2 courses and distances, North 89 degrees 25 minutes 06 seconds West 17.19 feet and South 00 degrees 34 minutes 54 seconds West 1.92 feet to the Northerly face of the existing Pierce Middle School; thence Westerly along said Northerly face the following 5 courses and distances, North 89 degrees 25 minutes 06 seconds West 17.77 feet, South 00 degrees 34 minutes 54 seconds West 3.40 feet, North 89 degrees 25 minutes 06 seconds West 13.33 feet, North 00 degrees 34 minutes 54 seconds East 3.40 feet and North 89 degrees 25 minutes 06 seconds West 46.60 feet to the Northwest corner of said Pierce Middle School; thence Northerly along the Westerly face of said proposed building addition the following 2 courses and distances, North 00 degrees 34 minutes 54 seconds East 47.88 feet, South 89 degrees 24 minutes 54 seconds East 26.73 feet; thence North 00 degrees 34 minutes 54 seconds East 51.82 feet along said Westerly face and the prolongation thereof; thence North 89 degrees 45 minutes 42 seconds West, 24.65 feet to said East right-of-way line of Connecticut Street and the point of beginning.

EXHIBIT A (CONT.)

Tract II - Iddings Elementary School:

Parcel 1: Part of the North half of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section; thence Northerly along the West line of said Quarter Section 185 feet; thence North 73 degrees 55 minutes 09 seconds East, 225.02 feet to a point 250 feet Northerly from and measured at a right angle to the South line of said Quarter Section; thence Easterly along a line parallel to and 250 feet Northerly from the South line of said Quarter Section, 89.52 feet; thence due North 298.78 feet; thence due West 50.33 feet; thence due North 245.67 feet; thence due West 345.42 feet; thence due South 789.56 feet to the South line of the North half of said Section 16; thence Easterly along the South line of the North half of said Section 16, a distance of 90 feet to the place of beginning.

Parcel 2: Part of the Northwest Quarter of the Northeast Quarter (School Lot Two of 40 acre lots) of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of School Lot 2; thence East along the South line of School Lot 2 a distance of 19.70 feet to the South right-of-way line of the Chesapeake & Ohio Railroad right-of-way; thence Northwesterly along said right-of-way line to a point of intersection with the West line of School Lot 2; thence South along said West line to the place of beginning; also, all that part of the West 20 acres of the Southwest Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying Southwesterly of the Chesapeake & Ohio Railroad right-of-way, except the East 279.37 feet thereof, excluding therefrom the



EXHIBIT A (CONT.)

following described tract: Commencing at the Southwest corner of said tract; thence East along the South line of said tract a distance of approximately 385.74 feet to a point that is 279.37 feet West of the Southeast corner of said West 20 acres and 942.37 feet West of the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section, and at West line of the tract of land deeded to Michael Demis and Dorothy Demis, husband and wife, on March 28, 1953, by Martin J. Powers and Marie Powers, husband and wife, and recorded in Deed Record 935, page 67, in the Office of the Recorder of Lake County, Indiana; thence North along said West line of above described deeded tract a distance of 250 feet to a point; thence West along a line that is parallel to the South line of the Southwest Quarter of the Northeast Quarter a distance of 180 feet to a point; thence Southwesterly to a point that is 185 feet North of the Southwest corner and on the West line of the Southwest Quarter of the Northeast Quarter; thence South along the West line of the Southwest Quarter of the Northeast Quarter, a distance of 185 feet to the place of beginning, excepting therefrom the following described tract: That part of the Southwest Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, beginning at a point on the West line of said Quarter, Quarter Section and 185 feet North of the Southwest Corner of the Northeast Quarter of said Section; thence Northerly along the West line of said Quarter, Quarter Section, a distance of 604.56 feet to a point; thence Easterly along a line a distance of 255.76 feet to a point that is 794.45 feet North of the South line of said Northeast Quarter Section; thence Southerly along a line that is 255.76 feet East of the West line of said Quarter, Quarter Section a distance of 245.67 feet to a point; thence Easterly a distance of 50.33 feet along a line to a point that is 548.78 feet North of the South line of said Northeast Quarter Section; thence Southerly along a line that is 306.09 feet East of the West line of said Quarter, Quarter Section, a distance of 298.78 feet, more or less, to a point on a line that is 250 feet North of the South line of said Northeast Quarter Section; thence Westerly along a line parallel to the South line to a point that is 180 feet West of the West line of a tract of land deeded to Michael Demis and Dorothy Demis, husband and wife, on March 28, 1953, by Martin J. Powers and Marie Powers, husband and wife, and recorded in Deed Record 935, page 67, in the Office of the Recorder of Lake County, Indiana; thence Southwesterly to the point of beginning.

EXHIBIT A (CONT.)

Parcel 3: The East 139.685 feet of the West 20 acres of the Southwest Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying Southwesterly of the Chesapeake & Ohio Railroad right-of-way, except the South 350 feet thereof.

Parcel 4: All that part of the East half of the Northwest Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying South of the Southerly right-of-way line of the Chesapeake & Ohio Railroad except the West 1176.49 feet and excepting therefrom the land lying West of the following described line: Commencing at the intersection of the East line of said Quarter Section extended North and the Southerly right-of-way line of the Chesapeake & Ohio Railroad; thence running Southwesterly to a point that is 440 feet South of and parallel to the said Southerly right-of-way line of the Chesapeake & Ohio Railroad and 1176.49 feet East and parallel to the West line of the East half of the Northwest Quarter of Section 16, Township 35 North Range 8 West of the Second Principal Meridian and excepting therefrom the following described tract: That part of the Southeast Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, beginning at a point on the South line of the Northwest Quarter of said Section and 1236.49 feet East of the West line of the said Quarter, Quarter Section; thence Northerly along a line parallel to the West line of said Quarter, Quarter Section, a distance of 789.56 feet to a point; thence Easterly along a line to a point on the East line of the Northwest Quarter of said Section that is 789.56 feet North of the South line of the Northwest Quarter of said Section; thence Southerly along the East line of the Northwest Quarter of said Section to the South line of the Northwest Quarter of said Section; thence Westerly along the South line of the Northwest Quarter of said Section 16 to the point of beginning.

Parcel 5: The West 139.685 feet of the East 20 acres of that part of the West 20 acres of the Southwest Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying Southwesterly of the Chesapeake & Ohio Railroad right-of-way, except the South 250 feet thereof.

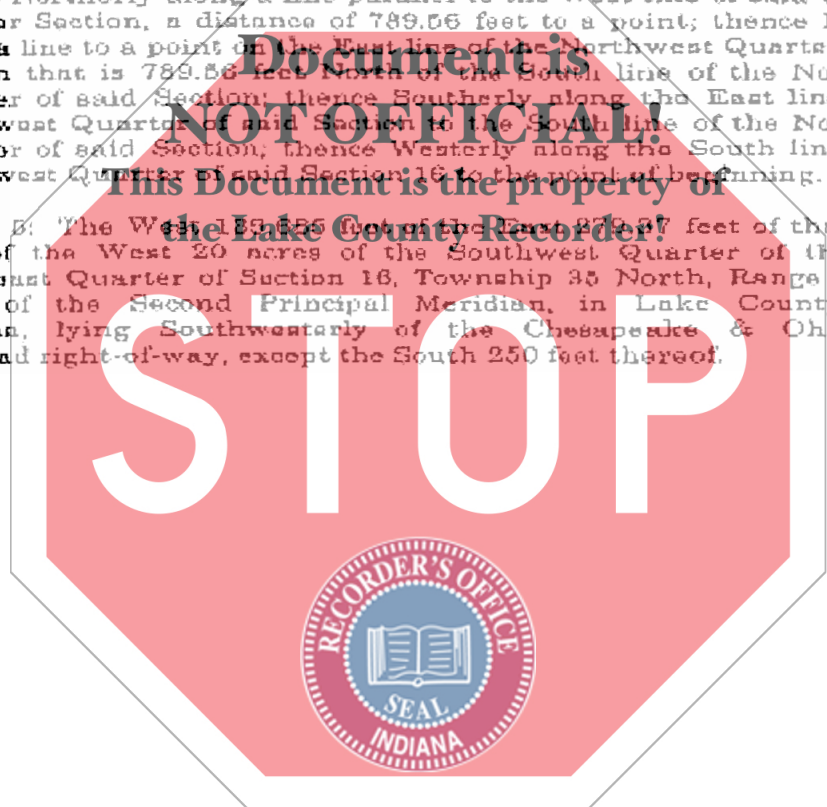


EXHIBIT A (CONT.)

(A Portion of Merrillville High School)

A parcel of real estate in the Southwest Quarter of Section 10, Township 35 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana and being a part of the real estate described to the Merrillville Community School Corporation per a Warranty Deed recorded July 24, 1990 as Document Number 113133, in the Office of the Recorder of Lake County, Indiana, said parcel described as follows (the bearings are based on the South line of said Southwest Quarter having a direction of North 89 degrees 47 minutes 10 seconds West):

Commencing at the intersection of the East right-of-way line of Delaware Street and the South line of the Southwest Quarter of said Section 10; thence North 89 degrees 47 minutes 10 seconds West, 20.00 feet along said South line to the point of beginning; thence continuing along said South line North 89 degrees 47 minutes 10 seconds West, 20.00 feet; thence North 00 degrees 04 minutes 09 seconds West, 54.00 feet; thence South 89 degrees 47 minutes 10 seconds East, 613.33 feet parallel with the South line of said Section; thence North 00 degrees 12 minutes 50 seconds East, 626.74 feet to the Southerly face of a proposed building addition to the existing Merrillville High School; thence Westerly along said Southerly face the following 7 courses and distances: North 89 degrees 52 minutes 44 seconds West, 4.13 feet; North 00 degrees 07 minutes 16 seconds East, 10.08 feet; North 89 degrees 52 minutes 44 seconds West, 80.08 feet; South 00 degrees 07 minutes 16 seconds West, 10.08 feet; North 89 degrees 52 minutes 44 seconds West, 20.12 feet; North 00 degrees 07 minutes 16 seconds East, 1.33 feet and North 89 degrees 52 minutes 44 seconds West, 178.54 feet to the Easterly face of said existing Merrillville High School; thence Northerly along said Easterly face the following 7 courses and distances: North 00 degrees 07 minutes 16 seconds East, 73.80 feet; North 89 degrees 52 minutes 44 seconds West, 3.30 feet; North 00 degrees 07 minutes 16 seconds East, 15.36 feet; South 89 degrees 52 minutes 44 seconds East, 3.32 feet; North 00 degrees 07 minutes 16 seconds East, 3.38 feet; North 89 degrees 52 minutes 44 seconds West, 4.30 feet and North 00 degrees 07 minutes 16 seconds East, 2.66 feet to the Northerly face of said proposed building addition; thence Easterly along said Northerly face the following 31 courses and distances: North 89 degrees 52 minutes 44 seconds East, 8.14 feet; South 00 degrees 07 minutes 16 seconds West, 1.33 feet; South 89 degrees 52 minutes 44 seconds East, 89.99 feet; North 00 degrees 07 minutes 16 seconds East, 1.33 feet; South 89 degrees 52 minutes 44 seconds East, 4.02 feet; North 00 degrees 07 minutes 16 seconds East, 8.55 feet; North 89 degrees 52 minutes 44 seconds West, 0.79 feet; South 00 degrees 07 minutes 16 seconds West, 1.21 feet; South 65 degrees 04 minutes 45 seconds West, 1.92 feet to a point on a non-tangent curve concave Easterly having a radius of 70.30 feet; thence Northerly on said curve an arc length of 62.64 feet (chord bearing North 00 degrees 07 minutes 44 seconds East, chord length 60.59 feet, delta

EXHIBIT A (CONT.)

angle 51 degrees 03 minutes 02 seconds); South 64 degrees 43 minutes 59 seconds East, 1.91 feet; South 00 degrees 07 minutes 16 seconds West, 1.21 feet; South 89 degrees 52 minutes 44 seconds East, 16.07 feet; North 00 degrees 07 minutes 16 seconds East, 15.00 feet; North 89 degrees 52 minutes 44 seconds West, 5.45 feet; North 00 degrees 07 minutes 16 seconds East, 24.17 feet; South 89 degrees 52 minutes 44 seconds East, 27.50 feet; South 00 degrees 07 minutes 16 seconds West, 3.64 feet; South 89 degrees 52 minutes 44 seconds East, 13.33 feet; North 00 degrees 07 minutes 16 seconds East, 1.64 feet; South 89 degrees 52 minutes 44 seconds East, 1.37 feet; North 00 degrees 07 minutes 16 seconds East, 27.46 feet; South 89 degrees 52 minutes 44 seconds East, 14.43 feet; North 00 degrees 07 minutes 16 seconds East, 11.53 feet; South 64 degrees 49 minutes 31 seconds West, 1.36 feet; North 25 degrees 10 minutes 40 seconds West, 1.97 feet to a point on a non-tangent curve concave Southerly having a radius of 180.18 feet; thence Easterly on said curve an arc length of 160.46 feet (chord bearing South 89 degrees 52 minutes 44 seconds East, chord length 155.21 feet, delta angle 51 degrees 01 minutes 27 seconds); South 25 degrees 25 minutes 11 seconds West, 1.97 feet; North 64 degrees 34 minutes 59 seconds West, 1.36 feet; South 00 degrees 07 minutes 16 seconds West, 11.53 feet; South 89 degrees 52 minutes 44 seconds East, 74.43 feet to the Eastern most point of said Northerly face; thence Southerly along the Eastern face of said building addition the following 15 courses and distances: South 00 degrees 07 minutes 16 seconds West, 27.50 feet; South 89 degrees 52 minutes 44 seconds East, 1.33 feet; South 00 degrees 07 minutes 16 seconds West, 19.92 feet; North 89 degrees 52 minutes 44 seconds West, 1.33 feet; South 00 degrees 07 minutes 16 seconds West, 27.50 feet; North 89 degrees 52 minutes 44 seconds West, 60.00 feet; South 00 degrees 07 minutes 16 seconds West, 30.08 feet; South 89 degrees 52 minutes 44 seconds East, 60.00 feet; South 00 degrees 07 minutes 16 seconds West, 27.21 feet; South 89 degrees 52 minutes 44 seconds East, 1.33 feet; South 00 degrees 07 minutes 16 seconds West, 21.34 feet; North 89 degrees 52 minutes 44 seconds West, 1.33 feet; South 00 degrees 07 minutes 16 seconds West, 2.95 feet; North 89 degrees 52 minutes 44 seconds West, 66.42 feet; South 00 degrees 07 minutes 16 seconds West, 68.42 feet to the Southerly face of said building addition; thence Westerly along said Southerly face the following 3 courses and distances: North 89 degrees 52 minutes 44 seconds West, 17.44 feet; South 00 degrees 07 minutes 16 seconds West, 1.33 feet; North 89 degrees 52 minutes 44 seconds West, 1.10 feet; thence South 00 degrees 12 minutes 50 seconds West, 646.77 feet; thence North 89 degrees 47 minutes 10 seconds West, 613.24 feet, parallel with the South line of said Section; thence South 00 degrees 04 minutes 09 seconds East, 34.00 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 (James D. Shanahan, Esq.).

This instrument was prepared by James D. Shanahan, Taft Stettinius & Hollister LLP, 111 E. Wacker Drive, Suite 2800, Chicago, Illinois 60601-3713.

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