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2019-088237

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

2019 Dec 19 2:31 PM

AMENDMENT TO LEASE AGREEMENT (2019)

Between

TRI-CREEK 2002 HIGH SCHOOL BUILDING CORPORATION

And

TRI-CREEK SCHOOL CORPORATION

WHEREAS, the Tri-Creek 2002 High School Building Corporation, an Indiana corporation (hereinafter called the "Lessor"), and the Tri-Creek School Corporation, a school corporation existing under the laws of the State of Indiana and located in Lake County (hereinafter called the "Lessee"), did heretofore enter into an Amended and Restated Lease between the Lessor and Lessee, dated as of December 16, 2006 (the "Original Lease"), which has been previously amended collectively with such amendments, the "Lease" have been duly entered into in accordance with the provisions of the Indiana Code 20-47-3, formerly Indiana Code 21-5-12, of the real estate described on Exhibit A attached hereto. The Original Lease was duly recorded in the office of the Recorder of Lake County, Indiana, on December 28, 2006 and appear as Instrument Number 2006113553; and

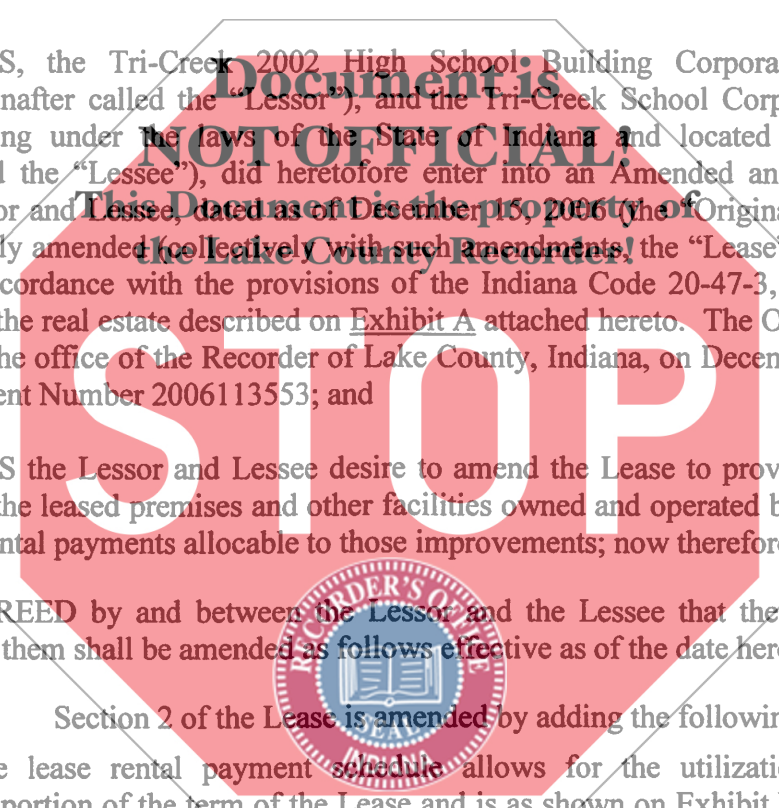
WHEREAS the Lessor and Lessee desire to amend the Lease to provide for additional improvements to the leased premises and other facilities owned and operated by the Lessee, and additional lease rental payments allocable to those improvements; now therefore,

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

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

The lease rental payment schedule allows for the utilization of the remaining portion of the term of the Lease and is as shown on Exhibit B attached hereto, provided that the first additional lease rental payment shall be due December 31, 2020, and a final additional lease rental payment no later than December 31, 2040. The maximum annual rental shall not exceed \$1,460,000. All lease rental payments shall be made in collected funds for the account of Tri-Creek 2002 High School Building Corporation at the corporate trust offices of The Bank of New York Mellon Trust Company, N.A., as trustee,

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



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shall immediately notify the Trustee in writing of the Lessee's expectation that it will not make the required rental payment when due and payable.

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

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

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Dated as of November 14, 2019.

TRI-CREEK 2002 HIGH SCHOOL BUILDING
CORPORATION

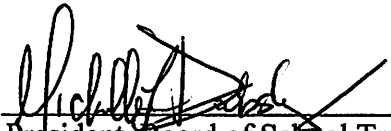
By: *J. Doehart*
President

Attest:

Lynne Halverson
Secretary



TRI-CREEK SCHOOL CORPORATION

By: 
President, Board of School Trustees

Attest:


Secretary, Board of School Trustees



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of November, 2019 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 Amendment to Lease Agreement for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

Document is Kelly S. Muxesell
(Written Signature)
NOT OFFICIAL!
This Document is the property of Kelly S. Muxesell
the Lake County Recorder!
(Printed Signature)
Notary Public

(Seal)

My commission expires: 3-29-22

My county of residence is: Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of November, 2019, personally appeared Michelle Dumbsky and Lon P. Childress, personally known to me to be the President and the Secretary, respectively, of the Tri-Creek School Corporation, and acknowledged the execution of the foregoing Amendment to Lease Agreement for and on behalf of said school corporation.

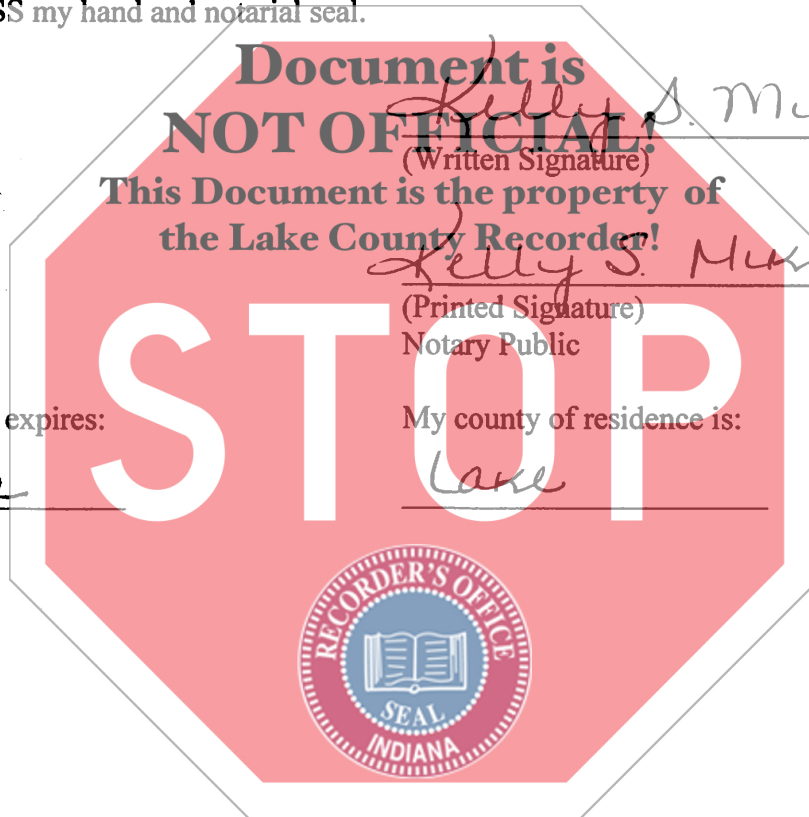
WITNESS my hand and notarial seal.



(Seal)

My commission expires:

3-29-22



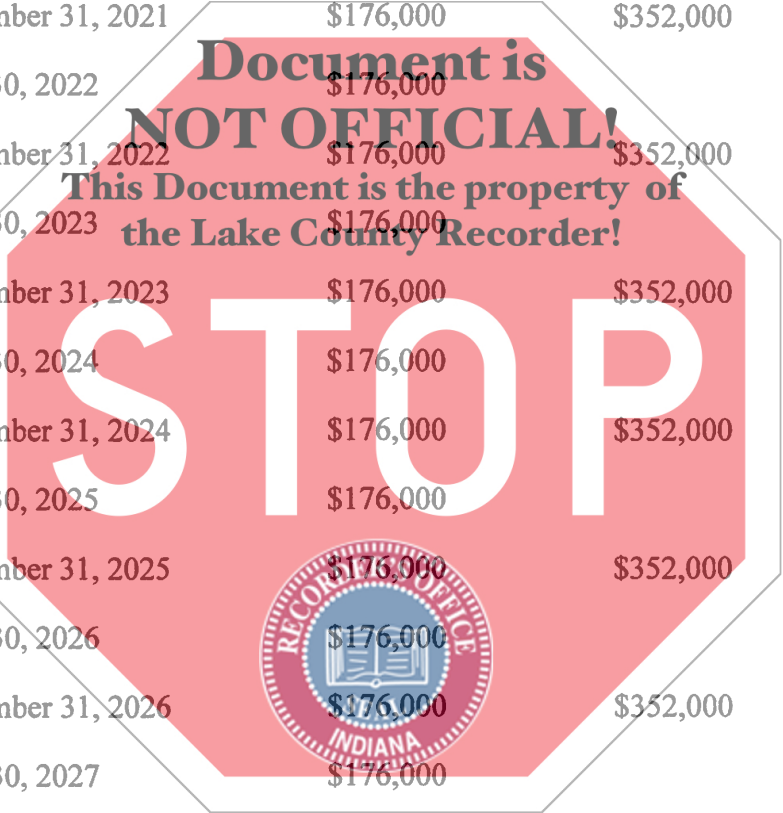
Kelly S. Mikesell
(Written Signature)

Kelly S. Mikesell
(Printed Signature)
Notary Public

My county of residence is:
Lake

EXHIBIT B

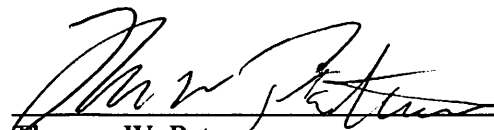
<u>Payment Date</u>	<u>Payment</u>	<u>Annual Payment</u>
June 30, 2020	\$100,000	
December 31, 2020	\$100,000	\$200,000
June 30, 2021	\$176,000	
December 31, 2021	\$176,000	\$352,000
June 30, 2022	\$176,000	
December 31, 2022	\$176,000	\$352,000
June 30, 2023	\$176,000	
December 31, 2023	\$176,000	\$352,000
June 30, 2024	\$176,000	
December 31, 2024	\$176,000	\$352,000
June 30, 2025	\$176,000	
December 31, 2025	\$176,000	\$352,000
June 30, 2026	\$176,000	
December 31, 2026	\$176,000	\$352,000
June 30, 2027	\$176,000	
December 31, 2027	\$176,000	\$352,000
June 30, 2028	\$176,000	
December 31, 2028	\$176,000	\$352,000
June 30, 2029	\$176,000	
December 31, 2029	\$176,000	\$352,000
June 30, 2030	\$176,000	



December 31, 2030	\$176,000	\$352,000
June 30, 2031	\$176,000	
December 31, 2031	\$176,000	\$352,000
June 30, 2032	\$176,000	
December 31, 2032	\$176,000	352,000
June 30, 2033	\$722,000	
December 31, 2033	\$722,000	\$1,444,000
June 30, 2034	\$722,000	
December 31, 2034	\$722,000	\$1,444,000
June 30, 2035	\$722,000	
December 31, 2035	\$722,000	\$1,444,000
June 30, 2036	\$722,000	
December 31, 2036	\$722,000	\$1,444,000
June 30, 2037	\$722,000	
December 31, 2037	\$722,000	\$1,444,000
June 30, 2038	\$722,000	
December 31, 2038	\$722,000	\$1,444,000
June 30, 2039	\$1,440,000	\$1,440,000



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



 Thomas W. Peterson

This instrument prepared by Thomas W. Peterson, TWPeterson Law Office, 6159 Halton Place, Suite A, Indianapolis, Indiana 46220.