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Miss J. Allen

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D & S PARTNERSHIP

AND

TOWNSHIP OF MERRILLVILLE, INDIANA

TO

FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA
as Trustee

MORTGAGE AND INDENTURE OF TRUST

Dated as of May 1, 1980

STATE OF INDIANA S. NO
LAKE COUNTY
FILE FOR RECORD
JUN 9 1 59 PM '80
WILLIAM HIELSKI JR
RECORDER

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MORTGAGE AND INDENTURE OF TRUST

THIS MORTGAGE AND INDENTURE OF TRUST (the "Indenture") made and entered into as of May 1, 1980, among the Town of Merrillville, a municipal corporation organized and existing under the laws of the State of Indiana ("Issuer"), D & S Partnership, a general partnership organized and existing under the laws of the State of Indiana ("Company"), and First National Bank of East Chicago, Indiana, a national banking association, with its principal office located at East Chicago, Indiana, as Trustee ("Trustee").

WITNESSETH:

WHEREAS, the Indiana Code, Title 18, Article 6, Chapter 4.5 (the "Act"), has been enacted by the Legislature of Indiana; and

WHEREAS, the Act declares that the financing of economic development facilities constitutes a public purpose; and

WHEREAS, the Act provides that an issuer may pursuant to the Act issue revenue bonds and loan the proceeds thereof to a partnership for the purpose of financing all costs of acquisition or construction of facilities, including real and personal property, for diversification of economic development and promotion of job opportunities in or near such issuer, such revenue bonds being payable primarily from the revenues derived from the repayment of such loan; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, by ordinance of the legislative body of the Town of Merrillville, in furtherance of the purposes of the Act, Issuer proposes to make a loan to D & S Partnership, an Indiana general partnership, for the purpose of financing the economic development facilities under construction or to be constructed in the Town of Merrillville, Indiana, consisting of certain economic development facilities described in Exhibit A hereto; and Issuer proposes to provide funds for such loan by the issuance of its revenue bonds in the aggregate principal amount of \$770,000 under this Mortgage and Indenture of Trust and to secure said loan by an assignment and pledge of the agreement pursuant to which the loan is made and Company's promissory note issued to evidence the debt created by said loan, and the Company will secure said loan by its promissory note, by granting a mortgage

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of the Project Site (as hereinafter defined) and Building (as hereinafter defined) pursuant to the direction of Issuer to Trustee for the benefit of the Bondholders (as hereinafter defined), and by subjecting the Project Equipment (as hereinafter defined) pursuant to the direction of the Issuer to the lien of this Indenture; and

WHEREAS, Issuer proposes to loan to Company, and Company desires to borrow from Issuer funds, to defray the cost of financing the Project and certain incidental costs upon the terms and conditions set forth in the Agreement, and Issuer proposes to make the loan and to issue its promissory note to evidence such loan upon the terms and conditions set forth in said Agreement, and Company proposes to mortgage the Project Site (as hereinafter defined) and Building (as hereinafter defined) to the Trustee for the benefit of the Bondholders, and to subject the Project Equipment (as hereinafter defined) to the lien of this Indenture; and

WHEREAS, it has been determined that the estimated amount necessary to finance the cost of the Project, including necessary expenses incidental thereto, will require the issuance, sale and delivery of economic development first mortgage revenue bonds in the principal amount of \$770,000 (the "Series 1980 Bonds"), as hereinafter provided; and

WHEREAS, the coupon Series 1980 Bonds and the interest coupons to be attached thereto and registered Series 1980 Bonds without coupons and Trustee's certificate of authentication to be endorsed on such Series 1980 Bonds are to be in substantially the following form, with appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Fully Registered Series 1980 Bond)

No. _____ \$ _____

UNITED STATES OF AMERICA
STATE OF INDIANA
TOWN OF MERRILLVILLE
ECONOMIC DEVELOPMENT FIRST MORTGAGE
REVENUE BOND, SERIES 1980
(D & S PARTNERSHIP PROJECT)

The Town of Merrillville, a municipal corporation organized and existing under the laws of the State of Indiana ("Issuer"), for value received, promises to pay from the source and as hereinafter provided to

RECORDED

_____ or registered assigns, upon presentation hereof, on the dates hereinafter set forth, the principal sum of _____ Dollars and in like manner to pay interest on said sum from the date hereof at the rate of ten percent (10%) per annum until said principal sum is paid, principal of and interest on this Series 1980 Bond being payable in monthly installments of principal and interest as follows:

- (a) on June 1, 1980, interest only on this Series 1980 Bond;
- (b) on July 1, 1980, and on the first day of each month thereafter to and including _____ 1, _____, the amount of \$ _____ for each monthly payment, representing principal and interest amortized over a _____-year period; and
- (c) on _____, _____, a final installment representing the unpaid principal amount of this Series 1980 Bond and interest accrued thereon;

except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, principal of and interest on this Series 1980 Bond being payable in lawful money of the United States of America by check or draft mailed or delivered to the registered owner at the address of such owner as it appears on the Bond Register kept at the principal office of First National Bank of East Chicago, Indiana, as Trustee ("Trustee").

The monthly payments specified in this Series 1980 Bond shall be applied first to the payment of interest on the unpaid principal indebtedness, the balance to the reduction of said principal, provided that if the regular monthly payment is made in advance, the interest shall be computed and immediately collected from such advance payment as if the regular monthly payment was made when due. Redemption of this Series 1980 Bond shall be applied to reduce the number of installments due, but shall not affect the amount of each installment.

This Series 1980 Bond is one of an authorized issue of Economic Development First Mortgage Revenue Bonds, Series 1980 (D & S Partnership Project) ("Series 1980 Bonds") limited, except as provided with

RECORDED

respect to Additional Bonds in a Mortgage and Indenture of Trust dated as of May 1, 1980 (which document as from time to time amended and supplemented, is hereinafter referred to as the "Indenture"), in aggregate principal amount of \$770,000 issued for the purpose of financing certain economic development facilities ("Project"), in the Town of Merrillville, Indiana, for D & S Partnership, an Indiana partnership ("Company"), and paying necessary expenses incidental thereto so as to promote diversification of economic development and job opportunities in and near the Town of Merrillville, Indiana. The proceeds of the Series 1980 Bonds will be loaned by Issuer to Company ("Loan") under the terms of a Loan Agreement for the Project dated as of May 1, 1980 (which agreement as from time to time amended and supplemented is hereinafter referred to as the "Agreement"), and Company has issued a Series 1980 Promissory Note dated as of May 1, 1980, ("Series 1980 Note") as security for its obligation to repay the Loan. The Series 1980 Bonds are all issued under and are equally and ratably secured by and entitled to the protection of the Indenture, duly executed and delivered by Issuer and Company to Trustee, which Indenture is recorded in the office of the Recorder of Lake County, Indiana. It is provided in the Indenture that Issuer may hereafter issue Additional Bonds from time to time under certain terms and conditions contained therein; and if issued, such Additional Bonds will rank pari passu with this issue of Series 1980 Bonds. (The Series 1980 Bonds and any Additional Bonds hereafter issued shall be referred to as the "Bonds.")

Reference is made to the Indenture for a description of the property mortgaged, and interests pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of Issuer, Company, Trustee and the holders of the Series 1980 Bonds and terms upon which the Series 1980 Bonds are issued and secured and the terms and conditions upon which the Series 1980 Bonds will be deemed to be paid at or prior to maturity or redemption of the Series 1980 Bonds, upon the making of provision for the payment thereof in the manner set forth in the Indenture, and to all the provisions of which the holder hereof by the acceptance of this Series 1980 Bond assents.

The Series 1980 Bonds are issuable in the form of registered Series 1980 Bonds without coupons in the denomination of \$5,000 or any multiple thereof.

This Series 1980 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of the Trustee in the City of East Chicago, Indiana, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender of this Series 1980 Bond. Upon such transfer a new registered Series 1980 Bond or Bonds without coupons of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer, the Trustee and any agent of the Issuer may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer, the Trustee nor any agent of the Issuer shall be affected by any notice to the contrary.

If called for redemption as provided in the Agreement, the Series 1980 Bonds shall be subject to redemption by Issuer on any interest payment date, in whole or in part (in inverse order of maturities and by lot within maturities in such manner as Trustee may determine) at the redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

In the event Company shall be obligated to prepay the Loan as provided in Section 9.2 of the Agreement, the Series 1980 Bonds shall be subject to redemption by Issuer at 108% of the principal amount thereof, plus an additional 1% of the principal amount thereof for each successive six-month period following the date 180 days after the event authorizing the redemption up to a maximum of 110% of the principal amount thereof, plus accrued interest to the redemption date. The Company shall be obligated in any event to prepay the Loan within one hundred eighty (180) days after such determination provided for in Section 9.2 has been made.

If funds are deposited in the Bond Fund for redemption of Bonds pursuant to Sections 2.2(k), 3.6,

4.10, 4.11 or 5.2 of the Agreement, the Bonds shall be subject to redemption by Issuer on any interest payment date, in whole or in part (in inverse order of maturities and by lot within maturities in such manner as Trustee may determine), at 100% of the principal amount thereof plus accrued interest to the redemption date.

In the event any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by Trustee by publication at least twice in a newspaper or financial journal of general circulation published in the Town of Merrillville, Indiana, the first of which shall be published not less than thirty days prior to the redemption date, and in the case of the redemption of Bonds at the time registered as to principal (except to bearer) upon mailing a copy of the redemption notice by registered or certified mail at least thirty days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing or any defect therein, shall not affect the validity of any proceeding for the redemption of Bonds. If all of the Bonds to be redeemed are at that time registered as to principal (except to bearer), notice by mailing given by registered or certified mail to the owner or owners thereof not less than thirty days prior to the date fixed for redemption shall be sufficient and published notice of the call for redemption need not be given; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time. If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as shall be determined by Trustee shall constitute a sufficient publication of notice.

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The Series 1980 Bonds are issued pursuant to and in full compliance with the constitution and laws of the State of Indiana, particularly the Indiana Code, Title 18, Article 6, Chapter 4.5 and pursuant to an ordinance adopted by Issuer which ordinance authorizes the execution and delivery of the Agreement and the Indenture. This Series 1980 Bond and the issue of which it forms a part are limited obligations of Issuer and are payable solely out of the revenues and other amounts derived from the Series 1980 Note and the Agreement. Neither the State of Indiana, nor Issuer, nor any political subdivision shall be obligated to pay the principal of the Series 1980 Bonds or the interest thereon or other costs incident thereto except from the revenues and money pledged therefor. Neither the faith and credit nor the taxing power of the State of Indiana or any political subdivision thereof is pledged to the payment of the principal of the Series 1980 Bonds and the interest thereon or other costs incident thereto. Payments sufficient for the prompt payment when due of the principal of, premium, if any, and interest on the Series 1980 Bonds are to be paid to Trustee for the account of Issuer and deposited in a special account created by Issuer and designated "Town of Merrillville, Indiana, Economic Development Revenue Bond Fund (D & S Partnership Project)", and have been duly pledged and assigned for that purpose, and in addition the rights of Issuer under the Agreement and the Series 1980 Note have been assigned to Trustee to secure payment of such principal, premium, if any, and interest under the Indenture.

The holder of this Series 1980 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all of the Series 1980 Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that the Series 1980 Bonds shall be deemed to be paid if Governmental

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Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as will provide sufficient funds to pay the principal of, premium, if any, and interest on the Series 1980 Bonds and all fees and expenses of Trustee and any paying agent, and all other liabilities of Company under the Agreement, shall have been deposited with Trustee, after which the Series 1980 Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of registration and exchange of Series 1980 Bonds and of any such payment from such Governmental Obligations.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of Company and Issuer and the rights of holders of the Bonds of all series at any time by Issuer with the consent of Company and the holders of two-thirds in aggregate principal amount of the Bonds of all series at the time outstanding, as defined in the Indenture. Any such consent or waiver by the holder of this Series 1980 Bond shall be conclusive and binding upon such holder and upon all future holders of this Series 1980 Bond and of any Series 1980 Bond issued upon the transfer or exchange of this Series 1980 Bond whether or not notation of such consent or waiver is made upon this Series 1980 Bond. The Indenture also contains provisions permitting Trustee to waive certain past defaults under the Indenture and their consequences.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 1980 Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Series 1980 Bond and the issue of which it forms a part, together with all other obligations of Issuer, do not exceed or violate any constitutional or statutory limitation; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on this Series 1980 Bond and the issue of which it forms a part, as the same become due, will be sufficient in amount for that purpose.

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Assignment

For Value Received _____
hereby sell(s), assign(s) and transfer(s) unto

(Please print or typewrite
name and address including
postal zip code of transferee)

(Social security number
of transferee)

the within Bond, together with accrued interest
thereon and all right, title and interest thereto, and
hereby irrevocably authorize(s) and appoint(s)
_____ attorney to transfer said Bond on the
books of the within named Issuer with full power of
substitution in the premises.

Dated: _____

L.S.

In the presence of

and;

WHEREAS, all things necessary to make the Series 1980
Bonds, when authenticated by Trustee and issued as in this
Indenture provided, the valid, binding and legal obligations of
Issuer according to the import thereof, and to constitute this
Indenture a valid lien on the properties mortgaged and a valid
assignment and pledge of the amounts to be paid for the prin-
cipal of, premium, if any, and interest on the Series 1980
Bonds and a valid assignment and pledge of the rights of Issuer
under the Agreement (as hereinafter defined) and the Series
1980 Note (as hereinafter defined) have been done and per-
formed, and the creation, execution and delivery of this
Indenture, and the creation, execution and issuance of the
Series 1980 Bonds, subject to the terms hereof, have in all
respects been duly authorized;

RECORDED

NOW, THEREFORE, THIS MORTGAGE AND INDENTURE OF TRUST
WITNESSETH

GRANTING CLAUSES

The Issuer and Company in consideration of the premises and in consideration of the Loan (as hereinafter defined) under the Agreement (as hereinafter defined) and the acceptance by Trustee of the trusts hereby created and of the purchase and acceptance of the Series 1980 Bonds by the holders and owners thereof, and of the sum of one dollar, lawful money of the United States of America, to them duly paid by Trustee at or before the execution and delivery of these presents, and for other good and valuable considerations, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 1980 Bonds according to their tenor and effect and to secure the performance and observance by Issuer and Company of all the covenants expressed or implied herein and in the Series 1980 Bonds, do hereby grant, bargain, sell, convey, mortgage, warrant, assign and pledge, and grant a security interest in, the following to First National Bank of East Chicago, Indiana, as Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of Issuer and Company hereinafter set forth:

GRANTING CLAUSE FIRST

Company grants the right, title and interest of Company in the real estate described in Exhibit A attached hereto and made a part hereof (hereinafter defined as "Project Site"), together with the entire interest of Company in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon such real estate (hereinafter defined as "Building"), including all right, title and interest of Company, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on said real estate or in any building, structure or improvement now or hereafter standing on said real estate, and the reversion or reversions, remainder or remainders, in and to said real estate and together with the entire interest of Company in and to all and singular the tenements, hereditaments, easements, rights-of-way, rights, privileges and appurtenances to said real estate, belonging or in anywise appertaining thereto, and all claims or demands whatsoever of Company either at law or in equity, in possession or expectancy of, in and to said real estate, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now

owned or is hereafter acquired by Company and is affixed or attached or annexed to said real estate, shall be and remain or become and constitute a portion of said real estate and the security covered by and subject to the lien of this Indenture, subject, however, to Permitted Encumbrances (as hereinafter defined).

GRANTING CLAUSE SECOND

Issuer hereby grants, assigns and pledges the Agreement and has endorsed the Series 1980 Note (as hereinafter defined) including all extensions and renewals of the term thereof, if any, together with all right, title and interest of Issuer therein, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any of the income, revenues, issues and profits and other sums of money payable or receivable thereunder, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Issuer is or may become entitled to do under the Agreement or the Note; provided, that the assignment and pledge made by this clause shall not impair or diminish any obligation of Issuer under the Agreement.

GRANTING CLAUSE THIRD

All moneys and securities from time to time held by Trustee under the terms of this Indenture (except moneys or Governmental Obligations deposited with Trustee pursuant to Article VII hereof) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred as and for additional security hereunder by Issuer, Company or by anyone in their behalf, or with their written consent to Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

GRANTING CLAUSE FOURTH

Company grants a security interest in the machinery, equipment and other tangible personal property owned by it and described in Exhibit A attached hereto and made a part hereof (hereinafter defined as "Project Equipment") (which machinery, equipment and property is to be located on the real estate described in Exhibit A), excluding property installed by Company pursuant to Sections 4.8 and 7.7 of the Agreement (as hereinafter defined) together with all other machinery, equipment and further tangible personal property which is now owned

or hereafter acquired by Company and which is now or at any time hereafter located on the real estate described in Exhibit A attached hereto and made a part hereof, excluding property installed by Company pursuant to Section 4.8 and 7.7 of the Agreement; subject, however, to Permitted Encumbrances (as hereinafter defined).

TO HAVE AND TO HOLD all and singular the trust estate, whether now owned or hereafter acquired, unto Trustee and its respective successors in said trust and assigns forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future holders and owners of the Bonds (as hereinafter defined) and the bearers of all coupons appertaining thereto, from time to time, issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds (as hereinafter defined) or coupons appertaining thereto over any of the other Bonds (as hereinafter defined) or coupons;

PROVIDED, HOWEVER, that if Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds (as hereinafter defined) due or to become due thereon, at the times and in the manner mentioned in the Bonds (as hereinafter defined) and the interest coupons appertaining to the coupon Bonds (as hereinafter defined), respectively, according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds (as hereinafter defined) as required under Article IV hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared that, all Bonds (as hereinafter defined) issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants,

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agreements, trusts, uses and purposes as hereinafter expressed, and Issuer and Company have agreed and covenanted, and do hereby agree and covenant with Trustee and with the respective holders and owners of the Bonds (as hereinafter defined) or coupons as follows (subject, however, to the provisions of Section 2.03 hereof):

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ARTICLE I

DEFINITIONS

All words and phrases defined in Article I of the Agreement shall have the same meaning in this Indenture. In addition, the following words and phrases shall have the following meanings:

"Agreement" means the Loan Agreement dated as of May 1, 1980, between Issuer and Company and any amendments and supplements thereto.

"Bondholder" or "holder" or "owner of the Bonds" means the bearer of any coupon Bond not registered as to principal or registered to bearer and the registered owner of any coupon Bond registered as to principal (except to bearer), if any coupon Bonds are provided for herein, and the registered owner of any registered Bond without coupons. The word "holder" when used with reference to a coupon shall mean the bearer of such coupon.

"Default" and "event of default" mean any occurrence or event specified in and defined by Section 8.01 hereof.

"Governmental Obligations" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of Indiana for the moneys proposed to be invested therein:

(i) direct general obligations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by, the United States of America;

(ii) bonds, debentures, or notes issued by any of the following Federal agencies: Bank for Cooperatives, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Federal Intermediate Credit Banks, Federal Land Banks, or Federal National Mortgage Association (including Participation Certificates); or

(iii) Public Housing Bonds, Temporary Notes, or Preliminary Loan Notes, fully secured by contracts with the United States.

"Outstanding" or "Bonds outstanding" means all Bonds which have been authenticated and delivered by Trustee under this Indenture, except:

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(a) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds or securities shall have been theretofore deposited with Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to Trustee shall have been made therefor, or waiver of such notice satisfactory in form to Trustee shall have been filed with Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.07 hereof.

"Registered Owner" means the person or persons in whose name or names a Bond shall be registered on books of Trustee kept for that purpose in accordance with the terms of this Indenture.

"Trust estate" means the property, rights, moneys, securities and other amounts conveyed to Trustee pursuant to the Granting Clauses hereof.

"Trustee" means First National Bank of East Chicago, Indiana, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

(End of Article I)

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ARTICLE II

THE BONDS

Section 2.01. Authorized Amount of Series 1980 Bonds. No Bonds may be issued under the provisions of the Indenture except in accordance with this Article. The total principal amount of Series 1980 Bonds that may be issued is hereby expressly limited to \$770,000, except as provided in Section 2.07 and 2.12 hereof.

Section 2.02. Issuance of Bonds; Denomination; Numbers. Any Bonds issued pursuant to the Indenture may be issued as registered Bonds without coupons.

Registered Series 1980 Bonds without coupons issued on or subsequent to the first interest payment date thereon shall be dated as of the date one (1) month preceding the interest payment date next following the date of authentication and delivery thereof, unless such date of authentication and delivery shall be an interest payment date, in which case they shall be dated as of such date of authentication and delivery; provided, however, that if, as shown by the records of the Trustee, interest on the Series 1980 Bonds shall be in default, registered Bonds without coupons issued in exchange for Series 1980 Bonds surrendered for transfer or exchange shall be dated as of the date to which interest has been paid in full on the Series 1980 Bonds surrendered.

Registered Bonds without coupons shall be issued in the denomination of \$5,000 or a multiple thereof and shall be numbered from R-1 consecutively upwards.

The principal of, interest and premium, if any, on the Bonds shall be payable at the principal office of the Trustee, except that the interest on registered Bonds without coupons shall be payable by check or draft drawn upon the Trustee mailed to the address of the holder thereof as it appears in the Bond Register, as herein defined.

Section 2.03. Execution; Limited Obligations. The Bonds shall be executed on behalf of Issuer with the manual or facsimile signature of the President of the Board of Trustees, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of Issuer or a facsimile thereof and attested by the manual or facsimile signature of its Clerk-Treasurer. The coupons attached to the coupon Bonds, if any are provided for herein, shall bear the facsimile signatures of said President of the Board of Trustees and Clerk-Treasurer. All authorized facsimile signatures shall have the

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same force and effect as if manually signed. The Bonds, together with interest thereon, are not general obligations of Issuer but are limited obligations payable solely from the revenues and other amounts derived from the Note or Notes and Agreement (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards) and shall be a valid claim of the respective holders thereof only against the Bond Fund and other moneys held by Trustee and the revenues and other amounts derived from the Note or Notes and Agreement, (but in addition shall be secured by a mortgage lien on the Project) which revenues and other amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture. Neither the State of Indiana, Issuer or any other political subdivision of such State shall be obligated to pay the principal of such Bonds or the interest thereon or other costs incident thereto except from the revenues and money pledged therefor. Neither the faith and credit nor the taxing power of the State of Indiana, Issuer or any political subdivision is pledged to the payment of the principal of such Bonds or the interest thereon or other costs incident thereto. In case any official of Issuer whose signature or facsimile of whose signature shall appear on the Bonds or coupons shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

Section 2.04. Authentication. No Bond and no coupon appertaining to any coupon Bond, if any are permitted hereunder, shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove shall have been duly executed by Trustee, and such executed certificate of Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. Before authenticating or delivering any coupon Bonds, Trustee shall detach and cancel all matured coupons, if any, appertaining thereto, and such cancelled coupons shall be cremated or otherwise destroyed by Trustee in accordance with Section 2.10.

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Section 2.05. Forms of Series 1980 Bonds. The Series 1980 Bonds in coupon form issued under this Indenture, if any are permitted hereunder, and the coupons appertaining to such coupon Bonds and the Series 1980 Bonds in registered form shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.06. Issuance and Delivery of Series 1980 Bonds. The Series 1980 Bonds shall be designated "Town of Merrillville Economic Development First Mortgage Revenue Bonds, Series 1980 (D & S Partnership Project)", shall, except as otherwise provided in Section 2.02, be dated May 1, 1980, and shall bear interest per annum at the rate of 10%.

There shall be two Series 1980 Bonds, numbered R-1 and R-2. The Series 1980 Bond numbered R-1 shall be in the original denomination of \$70,000 and shall be payable in monthly installments of principal and interest as follows:

- (a) on June 1, 1980, interest only shall be payable;
- (b) on July 1, 1980, and on the first day of each month thereafter to and including May 1, 1987, the amount of \$1,162.08 for each installment, representing principal and interest amortized over a seven-year period; and
- (c) on June 1, 1987, a final installment representing the unpaid principal amount of the Series 1980 Bond numbered R-1, and interest accrued thereon.

The Series 1980 Bond numbered R-2 shall be in the original denomination of \$700,000 and shall be payable in monthly installments of principal and interest as follows:

- (a) on June 1, 1980, interest only shall be payable;
- (b) on July 1, 1980, and on the first day of each month thereafter to and including May 1, 2005, the amount of \$6,361.00 for each installment, representing principal and interest amortized over a twenty-five year period; and
- (c) on June 1, 2005, a final installment representing the unpaid principal amount of the Series 1980 Bond numbered R-2, and interest accrued thereon.

The Series 1980 Bonds may be issued in the form of registered Bonds without coupons.

Upon the execution and delivery of this Indenture, Issuer shall execute and deliver to Trustee and Trustee shall authenticate the Series 1980 Bonds and deliver them to the purchasers as directed by Issuer as hereinafter in this Section provided.

Prior to the delivery by Trustee of any of the Series 1980 Bonds there shall be filed with Trustee:

1. A copy, duly certified by the Clerk-Treasurer of Issuer, of the ordinance adopted by Issuer, authorizing the issuance of the Series 1980 Bonds and the execution and delivery of this Indenture and the Agreement.
2. Original executed counterparts of the Agreement, this Indenture and the originally executed Series 1980 Note or Notes.
3. Title insurance or a binder for such title insurance in the form of an ALTA mortgagee title policy in the face amount of \$700,000 issued by a company duly authorized to issue same or copy of same.
4. The written opinion of counsel for Company expressing the conclusion that, in reliance upon said title insurance policy and a certificate of Company with respect to the proposed location of the Building and the operations to be conducted on the Project Site, Company has good and marketable title to the Building and Project Site (subject to Permitted Encumbrances).
5. A request and authorization to Trustee on behalf of Issuer and signed by the Clerk-Treasurer of Issuer to authenticate and deliver the Series 1980 Bonds to the purchasers therein identified upon payment to Trustee, but for the account of Issuer, of a sum specified in such request and authorization plus accrued interest thereon to the date of delivery. The proceeds of such payment shall be paid over to Trustee and deposited in the Bond Fund and the Construction Fund pursuant to Article V hereof.
6. The written opinion of the Town Attorney expressing the conclusion that the execution, filing and recordation of this Indenture has been duly accomplished.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds.
In the event any Bond is mutilated, lost, stolen or destroyed, Issuer may execute and Trustee may authenticate a new Bond of like series, date, maturity and denomination as that mutilated, lost, stolen or destroyed (which new Bond shall have attached

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thereto coupons corresponding in all respects to those, if any, on the Bonds mutilated, lost, stolen or destroyed); provided that, in the case of any mutilated Bond, such mutilated Bond together with all coupons appertaining thereto, if any, shall first be surrendered to Issuer, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to Issuer and Trustee evidence of such loss, theft or destruction satisfactory to Issuer and Trustee, together with any indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, Issuer may pay the same without surrender thereof. Issuer and Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.08. Registration of Bonds; Persons Treated as Owners. So long as any of the Bonds shall remain outstanding, the Trustee shall keep a register for the registration and transfer of Bonds (herein referred to as the "Bond Register").

All coupon Bonds, if any, shall be transferable by delivery, unless registered as to principal other than to bearer. Any coupon Bond may be registered as to principal in the Bond Register, upon presentation thereof at the principal office of the Trustee, and the payment of a charge as required under Section 2.09 hereof, and such registration shall be noted on such Bond. After such registration, no transfer thereof shall be valid unless made on the Bond Register at the written request of the registered owner or his attorney duly authorized in writing, and similarly noted on such Bond; but such Bond may be discharged from registration by being in like manner transferred to bearer, after which it shall again become transferable by delivery. Thereafter such Bond may again, from time to time, be registered or discharged from registration in the same manner. Registration of any coupon Bond as to principal, however, shall not affect the transferability by delivery of the coupons appertaining to such Bond, but such coupons shall continue to pass by delivery and shall remain payable to bearer.

Each registered Bond without coupons shall be transferable only on the Bond Register at the principal office of the Trustee, at the written request of the registered owner thereof or his 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 duly authorized attorney.

The Issuer, the Trustee and any agent of the Issuer may treat the bearer of any coupon Bond not registered as to principal and bearer of any coupon, whether or not the Bond to

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which it appertains is registered as to principal, as the absolute owner of such Bond or coupon for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Bond or coupon be overdue, and neither the Issuer, the Trustee nor any agent of the Issuer shall be affected by notice to the contrary. The Issuer, the Trustee and any agent of the Issuer may treat the person in whose name any registered Bond, whether with or without coupons, is registered as the owner of such Bond for the purpose of receiving payment of principal of, and if such Bond be a registered Bond without coupons, interest on such Bond and for all other purposes whatsoever (except the payment of coupons appertaining to any coupon Bond registered as to principal) whether or not such Bond is overdue, and neither the Issuer, the Trustee nor any agent of the Issuer shall be affected by notice to the contrary.

Section 2.09. Exchange; Transfer. Coupon Bonds, if any, upon surrender thereof at the principal office of the Trustee with all unmatured coupons attached, may, at the option of the holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds without coupons of the same series, maturity and interest rate of any of the authorized denominations.

Registered Bonds without coupons, upon surrender thereof at the principal office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his duly authorized attorney, may at the option of the holder thereof, be exchanged for an equal aggregate principal amount of coupon Bonds of the same series, maturity and interest rate with appropriate coupons attached, or of registered Bonds without coupons of the same series, maturity and interest rate of any other authorized denominations.

In all cases in which the privilege of exchanging Bonds or transferring registered Bonds without coupons is exercised, the Issuer shall execute and the Trustee shall deliver Bonds in accordance with the provisions of the Indenture. For every exchange or transfer of Bonds the Issuer or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Notwithstanding any other provision of this Indenture, the cost of preparing each new coupon Bond or registered Bond without coupons upon each exchange or transfer,

and any other expenses of the Issuer or the Trustee incurred in connection therewith (except any applicable tax, fee or other governmental charge) shall be paid by the Company pursuant to the Agreement. The Trustee shall not be obliged to make any such exchange or transfer of Bonds during the 15 days next preceding an interest payment date on the Bonds. The Trustee shall not be obliged to make any transfer or exchange of any Bonds called for redemption within 60 days of the redemption date.

Section 2.10. Destruction of Bonds. Whenever any outstanding Bond or any coupon appertaining thereto, if any, shall be delivered to Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount or interest represented thereby, or for replacement pursuant to Section 2.07 or if a matured coupon, if any, shall be detached prior to authentication of the Bonds pursuant to Section 2.04, such Bond and coupon shall be promptly cancelled and cremated or otherwise destroyed by Trustee and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by Trustee to Issuer and Company.

Section 2.11. Priority Over Other Liens. This Indenture is given in order to secure funds to pay for new construction and by reason thereof it is intended that this Indenture shall be superior to any laborers', mechanics', or materialmens' liens which may be placed on the Project.

Section 2.12. Additional Bonds. So long as the Agreement and the Note or Notes are in effect, one or more series of Additional Bonds may be issued, authenticated and delivered in an aggregate principal amount approved by attorneys of recognized standing on the subject of municipal bonds for the purpose of providing funds for completing the Project or making additions to the Project. Such Additional Bonds shall be payable solely from the revenues and other amounts derived from the Agreement and an Additional Note or Notes issued by Company to pay the principal of, premium, if any, and interest on such Additional Bonds (except to the extent paid out of moneys attributable to the proceeds derived from the sale of Additional Bonds or to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards). The Additional Bonds of each such series shall be authenticated by Trustee and, upon payment to Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by Trustee to or upon the order of the purchasers thereof, but only upon the filing with Trustee of:

(1) A copy duly certified by the Clerk-Treasurer of Issuer of the ordinance adopted by Issuer authorizing the issuance of the Additional Bonds and the execution and delivery of the supplemental indenture and the amendment to the Agreement.

(2) Original executed counterparts of the supplemental indenture, an Additional Note or Notes and an amendment of the Agreement.

(3) The Additional Note or Notes executed by Company.

(4) A written opinion by an attorney or firm of attorneys of recognized standing on the subject of municipal bonds, to the effect that the issuance of the Additional Bonds and the execution thereof have been duly authorized, all conditions precedent to the delivery thereof have been fulfilled, and that the exemption from federal income tax of the interest on the Series 1980 Bonds and any Additional Bonds theretofore issued will not be affected by the issuance of the Additional Bonds being issued.

(5) A written order to Trustee by Issuer to authenticate and deliver the Additional Bonds to the purchaser or purchasers therein identified upon payment to Trustee of a specified sum plus accrued interest.

(6) The written opinion of the Town Attorney expressing the conclusion that the execution, filing and recordation of the supplemental indenture has been duly accomplished.

(7) A title insurance policy or a binder for such title insurance or an endorsement to the original title insurance policy in the form of an ALTA mortgagee's title policy in an amount at least equal to the value of the real estate and building improvements, if any, to be acquired or constructed and paid for out of the proceeds of the Additional Bonds.

Each series of Additional Bonds issued pursuant to this Section shall rank pari passu and be equally and ratably secured under the Indenture with the Series 1980 Bonds and all other series of Additional Bonds, if any, theretofore issued pursuant to this Section, without preference, priority or distinction of any Bonds or coupons over any other thereof.

Notwithstanding anything herein to the contrary no Additional Bonds shall be issued unless the Agreement and Note or Notes are in effect and there is no default at the time of issuance under the Agreement, the Note or Notes or under this Indenture.

Section 2.13. Applicability of Bond Terms. The provisions of this Indenture directly relevant to coupons and coupon Bonds or to fully registered Bonds without coupons shall have force and effect only to the extent that the series of Bonds authorized under Section 2.02 hereof or under any supplemental indentures hereto are issuable as coupon Bonds or fully registered Bonds without coupons, or both.

(End of Article II)

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ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Redemption Dates and Prices. The Series 1980 Bonds are non-callable for redemption, except as herein-after provided. If called for redemption, the Series 1980 Bonds shall be subject to redemption by Issuer on any interest payment date in whole or in part (in inverse order of maturities and by lot within maturities in such manner as Trustee may determine) at the redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

In the event the Company shall be obligated to prepay the Loan as provided in Section 9.2 of the Agreement, all the Series 1980 Bonds shall be subject to redemption by Issuer at 108% of the principal amount thereof, plus an additional 1% of the principal amount thereof for each successive six-month period following the date 180 days after the event authorizing the redemption up to a maximum of 110% of the principal amount thereof, plus accrued interest to the redemption date. The Company shall be obligated in any event to prepay the Loan within one hundred eighty (180) days after such determination provided for in Section 9.2 has been made.

If funds are deposited in the Bond Fund for redemption of Bonds pursuant to Sections 2.2(k), 3.6, 4.10, 4.11 or 5.2 of the Agreement, the Bonds shall be subject to redemption by Issuer on any interest payment date, in whole or in part (in inverse order of maturities and by lot within maturities in such manner as Trustee may determine), at 100% of the principal amount thereof plus accrued interest to the redemption date.

Section 3.02. Notice of Redemption. Notice of the call for any redemption identifying the Bonds to be redeemed, shall be given by Trustee by publication at least twice in a newspaper or financial journal of general circulation published in the Town of Merrillville, Indiana, the first of which shall be published not less than thirty days prior to the redemption date, and in the case of the redemption of Bonds registered as to principal (except to bearer), upon mailing a copy of the redemption notice at least thirty days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If all of the Bonds to be redeemed are at that time registered as to principal (except to bearer), such notice shall be by mailing only in the manner

specified by the preceding sentence, which notice shall be sufficient and published notice of the call for redemption need not be given; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond with respect to which no such failure has occurred.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as shall be determined by Trustee shall constitute a sufficient publication of notice.

Section 3.03. Redemption Payments. Prior to the date fixed for redemption, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by Trustee upon any Bond or portion thereof called for redemption until such Bond and all coupons appertaining thereto, if any, (representing interest which would except for such redemption have accrued from and after the redemption date) shall have been delivered for payment or cancellation or Trustee shall have received the items required by Section 2.07 hereof with respect to any mutilated, lost, stolen or destroyed Bond or coupon appertaining to the coupon Bonds, if any.

Section 3.04. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled and cremated or otherwise destroyed by Trustee in accordance with Section 2.10 hereof.

Section 3.05. Partial Redemption of Bonds. If less than all of the Bonds at the time outstanding are to be called for redemption, the particular Bonds or portions thereof to be redeemed shall be selected by lot (meaning also random selection by computer) by the Trustee in such manner as the Trustee, in its discretion, may determine. The Trustee shall call for redemption in accordance with the foregoing provisions as many

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Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Bonds or portions thereof shall be redeemed only in the principal amount of \$5,000 each.

If less than the entire principal amount of any registered Bond without coupons then outstanding is called for redemption, then upon notice of redemption given as provided in Section 3.02 hereof, the owner of such registered Bond without coupons shall forthwith surrender such Bond to the Trustee in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Bond or Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Bond without coupons, which shall be issued without charge therefor.

Section 3.06. Unpaid Coupons. All unpaid interest coupons which appertain to coupon Bonds, if any, called for redemption and which shall have become payable on or prior to the date fixed for redemption shall continue to be payable to the bearers upon the presentation and surrender of such coupons. All coupons, if any, for interest maturing subsequent to such date shall be void.

(End of Article III)

ARTICLE IV

GENERAL COVENANTS

Section 4.01. Payment of Principal, Premium, if any, and Interest. Issuer covenants that it will promptly pay, solely out of the revenues and other amounts derived from the Agreement and Note or Notes and hereby specifically pledged to the payment thereof, the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds and in the coupons appertaining to the coupon Bonds, if any, according to the true intent and meaning thereof, but nothing in the Bonds or coupons, if any, or in this Indenture should be considered as pledging any other funds or assets of Issuer.

Section 4.02. Performance of Covenants; Issuer and Company. Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. Issuer covenants that it is duly authorized under the constitution and laws of the State of Indiana, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture, to grant the security interest herein provided, to assign the Series 1980 Note or Notes and Agreement and to pledge the revenues and other amounts payable under the Series 1980 Note or Notes and Agreement hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 1980 Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Series 1980 Bonds in the hands of the holders and owners thereof and the coupons appertaining to the coupon Series 1980 Bonds, if any, in the hands of the bearers thereof are and will be valid and enforceable obligations of Issuer according to the terms thereof and hereof.

Company covenants that it will faithfully perform at all times all covenants, undertakings, stipulations and provisions which it has expressly undertaken to perform in this Indenture. Company further covenants that it is duly authorized to grant the security interest that it herein provides, particularly, to mortgage the Project Site and Building and to subject the Project Equipment to the lien of the Indenture to the extent herein set forth.

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Section 4.03. Instruments of Further Assurance;
Ownership. To the extent permitted by law, Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto Trustee all and singular the rights assigned hereby and the revenues and other amounts payable under the Series 1980 Note or Notes and Agreement pledged hereto to the payment of the principal of, premium, if any, and interest on the Series 1980 Bonds. Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts payable under the Note or Notes and Agreement or its rights under the Agreement.

Company covenants that it lawfully owns the Project Site, and that it has good and marketable title and estate thereto, except for Permitted Encumbrances. Company covenants that it will lawfully acquire and own any machinery, equipment, personal property and related property defined as Project Equipment, and that any machinery, equipment, personal property and related property becoming Project Equipment shall be acquired and kept free of all liens and encumbrances, except Permitted Encumbrances. Company further covenants that it will defend the title to the Project and each part thereof to the Trustee, for the benefit of the holders and owners of the Bonds and the bearers of the coupons appertaining thereto, if any, against the claims and demands of all persons whomsoever, subject to Permitted Encumbrances.

Company covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures or indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, mortgaging, pledging, assigning and confirming unto the Trustee all and singular the property herein described and mortgaged hereby and the rights assigned hereby. Company further covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project.

Section 4.04. List of Bondholders. Trustee will keep on file a list of names and addresses of all holders of Bonds who may request that their names and addresses be placed on said list by filing a written request with Issuer or with Trustee which request shall include a statement of the principal amount

of Bonds held by such holder and the numbers of such Bonds. To said list Trustee shall add the names and addresses of the holders of all Bonds which may from time to time be registered as to principal or fully registered on the registration books of Trustee as Bond Registrar, with the numbers of such Bonds. Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by Trustee, said list may be inspected and copied by Company or by holders (or a designated representative thereof) of 15 percent or more in principal amount of Bonds then outstanding, such possession or ownership and the authority of such designated representative to be evidenced to the satisfaction of Trustee.

Section 4.05. Rights Under Agreement and Note. The Agreement, a duly executed counterpart of which has been filed with Trustee, and the Series 1980 Note or Notes, delivered to Trustee, set forth the covenants and obligations of Issuer and Company, including provisions that subsequent to the issuance of the Series 1980 Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof the Agreement and the Series 1980 Note or Notes may not be effectively amended, changed, modified, altered or terminated without the written consent of Trustee, and reference is hereby made to the same for a detailed statement of said covenants and obligations of Company thereunder, and Issuer agrees that Trustee in its name may enforce all rights of Issuer and all obligations of Company under and pursuant to the Agreement or Note or Notes for and on behalf of the Bondholders, whether or not Issuer is in default hereunder.

Section 4.06. Non-assignment of Notes. Pursuant to the Agreement, Issuer has assigned the Series 1980 Note or Notes to the Trustee. The Trustee represents that the Series 1980 Note or Notes are being purchased for the purpose of investment and not with view to the distribution or resale thereof. Issuer and Trustee understand that the Series 1980 Note or Notes have not been registered under the Securities Act of 1933, as amended, and must be held by Issuer and Trustee indefinitely unless the Series 1980 Note or Notes are subsequently registered under the Securities Act of 1933, as amended, or an exemption from such registration upon resale by Issuer or Trustee is available. Issuer and Trustee further understand and agree that the Company has no obligation to so register the Series 1980 Note or Notes or effect compliance with Regulation A or any other exemption under the Securities Act of 1933, as amended. Issuer and Trustee further understand and agree that since the Company is not subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and does

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not intend to make "publicly available" the information referred to under Rule 15c 2-11 under the Securities Exchange Act of 1934, as amended, it is unlikely that Issuer or Trustee will be able to make public resale of the Series 1980 Note or Notes.

(End of Article IV)

ARTICLE V

REVENUES AND FUNDS

Section 5.01. Source of Payment of Bonds. The Bonds herein authorized and all payments by Issuer hereunder are not general obligations of Issuer but are limited obligations payable solely from revenues and receipts derived from the Note or Notes and Agreement and as authorized by the Act and provided herein.

The payments provided in the Note or Notes and in Section 4.1 of the Agreement are to be remitted directly to Trustee for the account of Issuer and deposited in the Bond Fund. Such payments, sufficient in amount to insure the prompt payment of the principal of, premium, if any, and interest on the Bonds, are pledged to such payment.

Section 5.02. Creation of Bond Fund. There is hereby created by Issuer and ordered established with Trustee a trust fund to be designated "Town of Merrillville, Indiana, Economic Development Revenue Bond Fund (D & S Partnership Project)", which shall be used to pay the principal of, premium, if any, and interest on the Bonds and for purposes as may be otherwise expressly authorized in this Indenture.

Section 5.03. Payments into Bond Fund. There shall be deposited in the Bond Fund all accrued interest received at the time of the issuance and delivery of the Bonds or any Additional Bonds. In addition, there shall be deposited in the Bond Fund, as and when received, (a) any amount in the Construction Fund directed to be paid into a special escrow account within the Bond Fund under Section 3.6 of the Agreement; (b) all payments received pursuant to the Note or Notes; (c) all payments specified in Section 4.1 of the Agreement; and (d) all other moneys received by Trustee under and pursuant to any of the provisions of the Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, sufficient sums from revenues and receipts derived from the Note or Notes and Agreement, promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the Note or Notes and Agreement.

Any moneys deposited in the Bond Fund pursuant to Sections 2.2(k), 3.6, 4.10, 4.11 or 5.2 of the Agreement shall be held by the Trustee in a special account of the Bond Fund. Such moneys shall be invested by the Trustee until used for redemption of Bonds pursuant to Section 3.01 hereof in a manner and at a rate of return which does not cause the Bonds to become taxable.

Section 5.04. Use of Moneys in Bond Fund. Except as provided in this Section and Section 5.11 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, for the redemption of the Bonds prior to maturity, for the purchase of Bonds in the open market for purposes of cancellation, for the reasonable and necessary fees and expenses of the Trustee or any paying agent, and for any fees and expenses of Issuer and the Commission caused by any default of Company pursuant to Article VIII of the Agreement.

Any moneys set aside at the direction of the Company for payments of principal or interest on any Series 1980 Bond and the amount of which has been applied as a credit against the Company's obligation to pay the Series 1980 Note or Notes pursuant to Section 4.1 of the Agreement, shall not be used for any other purpose.

On the first day of June of each year, beginning June 1, 1981, after making payment of the required payment on the Bonds, the Trustee shall pay to the Company any excess rental payments received by the Trustee under the Leases and the assignment thereof, so as to annually evacuate the Bond Fund of payments of rentals.

Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds then unpaid and to pay the premium, if any, and interest to accrue thereon prior to such redemption, Trustee covenants and agrees to take and cause to be taken the necessary steps to redeem all of said Bonds on the earliest possible redemption date for which the required redemption notice may be given. However, any moneys in the Bond Fund may be used to redeem a part of the Bonds outstanding so long as Company is not in default with respect to any payments under the Note or Notes or Section 4.1 of the Agreement, but only to the extent said moneys are in excess of the amount required for payment of the Bonds theretofore called for redemption, the premium thereon, if any, and past due interest in all cases when such Bonds or coupons appertaining thereto, if any, have not been presented for payment.

Section 5.05. Custody of Bond Fund. The Bond Fund shall be in the custody of Trustee but in the name of Issuer, and Issuer hereby authorizes and directs Trustee to withdraw suffi-

cient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, and to disburse for purposes as may be otherwise expressly authorized in this Indenture, which authorization and direction Trustee hereby accepts.

Section 5.06. Creation of Construction Fund. There is hereby created and established with Trustee a trust fund in the name of Issuer to be designated "Town of Merrillville, Indiana, Economic Development Revenue Bond Construction Fund (D & S Partnership Project)", which shall be expended in accordance with the provisions of the Agreement.

Section 5.07. Payments Into Construction Fund; Disbursements. The proceeds of the issuance and delivery of the Bonds shall be deposited in the Construction Fund, excluding accrued interest, which shall be deposited in the Bond Fund.

Trustee is hereby authorized and directed to make each disbursement required by the provisions of the Agreement. Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 5.08 hereof, Trustee shall file an accounting thereof with Issuer and Company.

Section 5.08. Completion of Project. The completion of the Project and payment or provisions made for payment of all Costs of Construction shall be evidenced by the filing with Trustee and Issuer of the certificate required by the provisions of Section 3.6 of the Agreement. As soon as practicable and in any event not more than sixty days from the date of the certificate referred to in the preceding sentence any balance remaining in the Construction Fund (except amounts Company shall have directed Trustee to retain for any Costs of Construction not then due and payable or subject to contest by the Company) shall without further authorization be deposited in the Bond Fund by Trustee.

Section 5.09. Non-presentment of Bonds or Coupons, if any. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, or in the event any coupon, if any, shall not be presented for payment at the due date thereof, if funds sufficient to pay any such Bond or coupon, if any, shall have been made available to Trustee for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond or coupon, if any, as the case may be, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Trustee to hold such funds for

five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, or the holder of such coupon, if any, as the case may be, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond or coupon, if any.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds and coupons, if any, within five (5) years after the date on which the same shall become due shall be repaid by Trustee to Company and thereafter Bondholders shall be entitled to look only to Company for payment, and then only to the extent of the amount so repaid, and Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 5.10. Moneys to be Held in Trust. All moneys required to be deposited with or paid to Trustee for account of the Bond Fund or the Construction Fund under any provision of this Indenture shall be held by Trustee in trust, and except for moneys deposited with or paid to Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, while held by Trustee, shall constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 5.11. Repayment to Company from Bond Fund. Any amounts remaining in the Bond Fund after payment in full of the Bonds, the fees, charges and expenses of Trustee and all other amounts required to be paid hereunder shall be paid to Company upon the expiration or sooner termination of the term of the Agreement.

Section 5.12. Condemnation and Insurance Proceeds. The Net Proceeds of condemnation awards or insurance paid to the Trustee pursuant to provisions of Section 5.2 of the Agreement shall be deposited in a separate trust account subject to the lien hereof and shall constitute part of the Trust Estate and shall be paid out in accordance with the terms and conditions of Section 5.2 of the Agreement.

(End of Article V)

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shall be deemed at all times a part of the separate trust account in which they are held, and the interest accruing thereon and any profit realized therefrom shall be credited to such account, and any loss resulting from such investments shall be charged to such account. Company shall pay to the Trustee the amount of any net losses with respect to principal on such investments. The Trustee is directed to sell and reduce to cash funds a sufficient amount of such investments whenever the cash balance in such separate trust account is insufficient for the purposes required by Section 5.2 of the Agreement.

The Trustee may make any and all investments permitted by the provisions of this Article VI through its own bond department.

(End of Article VI)

ARTICLE VII

POSSESSION, USE AND PARTIAL RELEASE
OF MORTGAGE; DISCHARGE OF LIEN

Section 7.01. Subordination to Rights of Company. This Indenture and the rights and privileges hereunder of the Trustee and the holders of the Bonds are specifically made subject and subordinate to the rights and privileges of Company set forth in the Agreement. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Agreement.

Section 7.02. Granting or Release of Easements. Reference is made to the provisions of Section 6.4 of the Agreement, whereby Company may grant or release easements and take other action upon compliance with the terms and conditions of the Agreement. The Trustee shall execute or confirm the grants or releases of easements, licenses, rights-of-way and other rights and privileges permitted by Section 6.4 thereof upon compliance with the provisions of the Agreement.

Section 7.03. Discharge of Lien. If Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the holders and owners of the Bonds the principal, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if Issuer and Company shall not then be in default in any of the other covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by them or on their part, and shall pay or cause to be paid to Trustee and paying agent all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to Issuer and Company such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and reconvey to Company any and all property, estate, right, title and interest hereby conveyed and to release, assign and deliver to Issuer any and all estate, right, title and interest in and to any and all rights assigned or pledged hereby or otherwise subject to the lien of this Indenture, except amounts in the Bond Fund required to be paid to Company under Section 5.11 hereof and except moneys or securities held by Trustee for the payment of the principal of and premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article when payment of the principal of and the applicable redemption premium, if any, on such Bond, plus interest thereon to the date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by depositing with Trustee, in trust and set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations, maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of it. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until (1) proper notice of redemption of such Bonds shall have been previously given in accordance with Article III of this Indenture or in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, until Company shall have given Trustee on behalf of Issuer, in form satisfactory to it, irrevocable instructions to notify, as soon as practicable, the holders or owners of the Bonds and the holders of the coupons, if any, appertaining to the coupon Bonds, if any, in accordance with Article III hereof, that the deposit required by (ii) above has been made with Trustee and that said Bonds and coupons, if any, are deemed to have been paid in accordance with this Article and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds or (2) the maturity of such Bonds. Any moneys so deposited with Trustee as provided in this Section may at the direction of Company also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of Trustee pursuant to this Section which is not required for the payment of the Bonds and interest and premium thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that Fund.

Trustee hereby covenants that no deposit will be made or accepted hereunder and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of Section 103(c) (2) of the Internal Revenue Code of 1954, as amended.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest and premium thereon, if any) and coupons shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereon, if any) with respect to which such moneys and Governmental Obligations have been so set aside in trust.

Anything in Article X hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with Trustee pursuant to this Article for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the holder of each Bond affected thereby.

Section 7.04. Release of Portions of Project Site. Reference is made to the provisions of the Loan Agreement including without limitation, Section 4.10 thereof, whereby the Company has reserved the right to withdraw certain portions of the land herein described and forming a part of the Project Site upon compliance with the terms and conditions of the Agreement. The Trustee shall release from the lien of this Indenture any such land or portion of the Project Site upon compliance with the provisions of the Agreement.

Section 7.05. Release of Project Equipment. Reference is made to the provisions of the Agreement, including without limitation Section 4.11 thereof, whereby Company may withdraw certain items of Project Equipment upon compliance with the terms and conditions of the Agreement. The Trustee shall at the request of Issuer or Company confirm that any such Project Equipment is no longer subject to the lien of this Indenture upon compliance with the terms and conditions of the Agreement.

Section 7.06. Lease of Project. Reference is made to Sections 6.8 and 7.6 of the Agreement, whereby Company covenants and is permitted to lease the Project to the Lessees under the Leases.

(End of Article VII)

ARTICLE VIII

DEFAULT PROVISIONS AND REMEDIES
OF TRUSTEE AND BONDBOLDERS

Section 8.01. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an "event of default":

(a) Default in the due and punctual payment of interest on any Bond;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of Issuer in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 8.12 hereof; or

(d) The occurrence of an "event of default" under Section 8.1 of the Agreement.

Section 8.02. Acceleration. Upon the occurrence of an event of default Trustee may, and upon the written request of the holders of not less than 25 percent in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to Issuer, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any declaration of acceleration hereunder Issuer and Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds, to be immediately due and payable as liquidated damages in accordance with Section 8.2(a) of the Agreement.

Section 8.03. Foreclosure of Project. Upon the occurrence of an event of default, the lien of the Project created and vested by this Indenture may be foreclosed either by sale or at public auction or by proceedings in equity, and the Trustee or the holder or holders of any of the Bonds then outstanding, whether or not then in default of payment of principal or interest, may become the purchaser at any foreclosure sale if the highest bidder.

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To the extent that such rights may then lawfully be waived, neither Company nor anyone claiming through or under Company, shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture or the foreclosure of the mortgage hereunder, and Company, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all rights of appraisement and redemption to which it may be entitled under the laws of Indiana.

Section 8.04. Other Remedies; Rights of Bondholders. Upon the occurrence of an event of default Trustee may, as an alternative, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding.

If an event of default shall have occurred, and if requested so to do by the holders of 25 percent in aggregate principal amount of Bonds then outstanding and indemnified as provided in Section 9.01(1) hereof, Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 8.04, as Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

Section 8.05. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in aggregate principal amount of the Bonds then outstanding shall have the right, at any time, by an

instrument or instruments in writing executed and delivered to Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 8.06. Appointment of Receivers. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of Trustee and of the Bondholders under this Indenture, Trustee shall be entitled, to the extent permitted by law, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.07. Application of Moneys. All moneys received by Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by Trustee, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), with interest on such Bonds from the respective dates upon which they became due and, if the amount available shall not be sufficient

to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of Section 8.07(b) hereof in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 8.07(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this Section 8.07, such moneys shall be applied at such times, and from time to time, as Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any unpaid coupon, if any, or any Bond until such coupon, if any, or such Bond and all unmatured coupons, if any, appertaining to such Bond shall be presented to Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of, premium, if any, and interest on all Bonds has been paid under the provisions of this Section 8.07 and all expenses and charges of Trustee have been paid, any balance remaining in the Bond Fund shall be paid to Company as provided in Section 5.11 hereof.

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Section 8.08. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds or coupons, if any, may be enforced by Trustee without the possession of any of the Bonds or coupons, if any, or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the holders of the outstanding Bonds and the bearers of the outstanding coupons, if any.

Section 8.09. Rights and Remedies of Bondholders. No holder of any Bond or coupon, if any, shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless also a default has occurred of which the Trustee has been notified as provided in Section 9.01(h) hereof, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of 25 percent in aggregate principal amount of Bonds then outstanding shall have made written request to Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to Trustee indemnity as provided in Section 9.01(l), nor unless Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds or coupons, if any, shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the holders of all Bonds then outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the

obligation of Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in the Bonds and the appurtenant coupons, if any, expressed.

Section 8.10. Termination of Proceedings. In case Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case Issuer, Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Indenture, and all rights, remedies and powers of Trustee shall continue as if no such proceedings had been taken.

Section 8.11. Waivers of Events of Default. Trustee may at its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so upon the written request of the holders of (1) more than 50 percent in principal amount of all Bonds then outstanding in respect of which default in the payment of principal or interest, or both, exists, or (2) more than 50 percent in principal amount of all Bonds then outstanding in the case of any other default; provided, however that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission all arrears of interest, or overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all expenses of Trustee, in connection with such default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case Issuer, Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 8.12. Notice of Defaults under Section 8.01(c); Opportunity of Company to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 8.01(c) hereof shall constitute an event of default until actual notice of such default by registered or certified mail shall be given Company by Trustee or by the holders of not less

than 25 percent in aggregate principal amount of all Bonds outstanding, and Company shall have had thirty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an event of default if corrective action is instituted by Company within the applicable period and diligently pursued until the default is corrected.

(End of Article VIII)

ARTICLE IX

TRUSTEE

Section 9.01. Acceptance of Trusts. Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) Trustee, prior to the occurrence of an event of default and after curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an event of default has occurred (which has not been cured or waived) 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 man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for Issuer or Company), approved by Trustee in the exercise of reasonable care. Trustee shall not be responsible for any loss or damage resulting from any action or inaction in good faith, taken or not taken, in reliance upon such opinion or advice.

(c) Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the certificate of Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or any other instrument required by this Indenture to secure the Bonds, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by Issuer of this Indenture, or of any supplements thereto or instruments of further assurance, or for the sufficiency for the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the Project or otherwise as to the maintenance of the security hereof; and Trustee shall not be bound to ascertain or

inquire as to the performance or observance of any covenants, conditions or agreements on the part of Issuer or on the part of Company under the Agreement in connection with the matters referred to in Section 4.5 thereof, except as hereinafter set forth; but Trustee may require of Issuer or Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed.

(d) Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. Trustee may become the owner of Bonds and coupons, if any, secured hereby with the same rights which it would have if not Trustee.

(e) Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, Trustee shall be entitled to rely upon a certificate signed by an authorized representative of Issuer or Company as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which Trustee has been notified as provided in Section 9.01(h) hereof, or of which by Section 9.01(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. Trustee may accept a certificate of the Clerk-Treasurer under the seal of Issuer to the effect that a resolution in the form set forth therein has been adopted by Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(g) The permissive right of Trustee to do things enumerated in this Indenture shall not be construed as a

duty and it shall not be answerable for other than its negligence or willful default.

(h) Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by Issuer to cause to be made any of the payments to Trustee required to be made by Article IV or failure by Issuer or Company to file with Trustee any document required by this Indenture or the Agreement to be so filed subsequent to the issuance of the Bonds, unless Trustee shall be specifically notified in writing of such default by Issuer or by the holders of at least 25 percent in aggregate principal amount of Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to Trustee, must, in order to be effective, be delivered at the principal office of Trustee, and in the absence of such notice so delivered Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property and rights herein conveyed, including all books, papers and records of Issuer pertaining to the Project and the Bonds, and to take such memoranda from and with regard thereto as may be desired.

(j) Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by Trustee deemed desirable for the purpose of establishing the right of Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by Trustee.

(l) Before taking the action referred to in Section 8.04 or 8.09 hereof Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against

all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any such action.

(m) All moneys received by Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law.

Section 9.02. Fees, Charges and Expenses of Trustee and Paying Agent. Trustee and any paying agent shall be entitled to payment and reimbursement from the Bond Fund for reasonable fees for their services rendered hereunder and all expenses reasonably and necessarily made or incurred by Trustee and any paying agent in connection with such services, including any advances and counsel fees. Upon an event of default, but only upon an event of default, Trustee and any paying agent shall have a first lien with right of payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by them respectively.

Section 9.03. Notice to Bondholders if Default Occurs. If a default occurs of which Trustee is by Section 9.01(h) hereof required to take notice or if notice of default be given as therein provided, then Trustee shall promptly give written notice thereof by registered or certified mail to the owner of Bonds then outstanding and to each holder of Bonds then outstanding shown by the list of the Bondholders required by the terms of Section 4.04 hereof to be kept at the office of Trustee.

Section 9.04. Intervention by Trustee. In any judicial proceeding relating to the Project or this issue of Bonds to which Issuer is a party and which in the opinion of Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, Trustee may intervene on behalf of the Bondholders and shall do so if requested in writing by the owners of at least 25 percent of the aggregate principal amount of Bonds then outstanding.

Section 9.05. Successor Trustee. Any corporation or association into which Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor

Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 9.06. Resignation by Trustee. Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days written notice by registered or certified mail to Issuer and Company and to the owner of each Bond at that time registered as to principal (except to bearer) and to each holder of Bonds as shown by the list of the Bondholders required by Section 4.04 hereof to be kept by Trustee, and such resignation shall take effect at the end of such thirty days, or upon the earlier appointment of a successor Trustee by the Bondholders or by Issuer.

Section 9.07. Removal of Trustee. Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to Trustee and to Issuer, and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding.

Section 9.08. Appointment of Successor Trustee. In case Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in the case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact duly authorized and a copy of which shall be delivered personally or sent by registered mail to Issuer; but until a new Trustee shall be so appointed by the Bondholders, Issuer, by an instrument executed by its President of the Board of Trustees, with the written consent of an authorizing officer of Company, may appoint a Trustee to fill such vacancy until a new Trustee shall be appointed by the Bondholders as aforesaid, and when any such new Trustee shall be appointed by the Bondholders, any Trustee theretofore appointed by Issuer shall thereupon and thereby be superceded and retired. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing having a reported capital and surplus of not less than the original Trustee, if there be such an institution willing, qualified and able to accept the trust upon customary terms.

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Section 9.09. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to Issuer and Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of Issuer, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities and moneys held by it as trustee hereunder to its successor. Should any instrument in writing from Issuer or Company be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by Issuer and Company. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

Section 9.10. Recordation or Filing of Agreement, Note or Notes, Indenture and Other Instruments. Company covenants that it will cause the Agreement, the Note or Notes, this Indenture and all supplements thereto and hereto, as well as such other security agreements, financing statements and all supplements thereto and other instruments as may be required from time to time to be kept, to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the holders and owners of the Bonds, the bearers of the coupons appertaining to the coupon Bonds, if any, and the rights of Trustee hereunder, and to perfect the security interest created by this Indenture.

Section 9.11. Designation and Succession of Paying Agents. Trustee and any other banks or trust companies, if any, designated as paying agent or paying agents in any supplemental indenture shall be the paying agent or paying agents for the applicable series of Bonds.

Any bank or trust company with or into which any paying agent may be merged or consolidated, or to which the assets and business of such paying agent may be sold, shall be deemed the successor of such paying agent for the purposes of this Indenture. If the position of paying agent shall become vacant for

any reason, Issuer shall, within thirty days thereafter, appoint such bank or trust company as shall be specified by Company and located in the same city as such paying agent to fill such vacancy; provided, however, that if Issuer shall fail to appoint such paying agent within said period, Trustee shall make such appointment.

The paying agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 9.01 hereof with respect to Trustee insofar as such provisions may be applicable.

Section 9.12. Appointment of Co-Trustees. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of Indiana) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and particularly in case of the enforcement of either on default, or in case Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that Trustee appoint an additional individual or institution as a separate or Co-Trustee. The following provisions of this Section 9.12 are adapted to these ends.

In the event that Trustee appoints an additional individual or institution as a separate or Co-Trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to Trustee with respect thereto shall be exercisable by and vest in such separate or Co-Trustee but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee shall run to and be enforceable by either of them.

Should any instrument in writing from Issuer be required by the separate Trustee or Co-Trustee so appointed by Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by Issuer. In case any separate Trustee or Co-Trustee, or a successor to either, shall die, become incapable of acting, resign or be

removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate Trustee or Co-Trustee, so far as permitted by law, shall vest in and be exercised by Trustee until the appointment of a new Trustee or successor to such separate Trustee or Co-Trustee.

(End of Article IX)

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 10.01. Supplemental Indentures Not Requiring Consent of Bondholders. Issuer, Company and Trustee may, without consent of, or notice to any of the Bondholders enter into an indenture or indentures supplemental to this Indenture which shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or Trustee;
- (c) To subject to this Indenture additional revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereinafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate Trustee or a Co-Trustee or the successor of a new Trustee or paying agent hereunder; or
- (f) In connection with the issuance of Additional Bonds hereunder.

Section 10.02. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 10.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than two-thirds in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by Issuer,

Company and Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium, on, any Bond or the rate of interest, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If at any time Issuer shall request Trustee to enter into any such supplemental indenture for any of the purposes of this Section, Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be published as shall be requested by Issuer and in any event one time in a newspaper or financial journal of general circulation in Merrillville, Indiana. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by Issuer following the final publication of such notice, the holders of not less than two-thirds in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain Trustee, Company or Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish any notice required in this Section, then such publication in lieu thereof as shall be made by Trustee shall constitute a sufficient publication of notice.

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Anything herein to the contrary notwithstanding, a supplemental indenture under this Article shall not become effective unless and until Company shall have executed and delivered such supplemental indenture.

(End of Article X)

ARTICLE XI

AMENDMENT OF AGREEMENT AND NOTE

Section 11.01. Amendments, etc., to Agreement and Notes Not Requiring Consent of Bondholders. Issuer, Company and Trustee shall without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Agreement or Note or Notes as may be required (i) by the provisions of the Agreement, the Note or Notes and this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify property or collateral or substitute or add additional property or collateral or additional rights or interests in property acquired in accordance with the provisions of the Agreement or Note or Notes, which property or collateral is to be subject to the lien of the Indenture, (iv) in connection with any other change therein which, in the judgment of Trustee, is not to the prejudice of Trustee or the Bondholders, or (v) in connection with the issuance of Additional Bonds hereunder.

Section 11.02. Amendments, etc., to Agreement and Notes Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 11.01 hereof, neither Issuer, Company nor Trustee shall consent to any other amendment, change or modification of the Agreement or Note or Notes without publication of notice and the written approval or consent of the holders of not less than two-thirds in aggregate principal amount of the Bonds at the time outstanding given as in this Section provided; except that no amendment of the Note or Notes shall permit (a) an extension of the maturity of any installment of principal of or interest on the Note or Notes, or (b) a reduction in the principal amount of any installment of principal of, or redemption premium or rate of interest on the Note or Notes. If at any time Issuer and Company shall request the consent of Trustee to any such proposed amendment, change or modification of the Agreement or Note or Notes, Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be published in the same manner as provided by Section 10.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of the proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of Trustee for inspection by all Bondholders.

(End of Article XI)

ARTICLE XII

MISCELLANEOUS

Section 12.01. Consents, etc, of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds or coupons, if any, transferable by delivery and the amounts and numbers of such Bonds, and the date of the holdings of the same, may be proved by a certificate, deemed by Trustee to be satisfactory, executed by any trust company, bank or banker, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds or coupons, if any, therein mentioned. Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank or trust company before taking any action based on such ownership. In lieu of the foregoing Trustee may accept other proofs as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until Trustee shall have received notice in writing to the contrary.

Section 12.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds

is intended or shall be construed to give to any person or company other than the parties hereto, and the holders of the Bonds and coupons, if any, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders of the Bonds and coupons, if any, as herein provided.

Section 12.03. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 12.04. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed as follows: if to Issuer, Attention: Clerk-Treasurer, Town of Merrillville, Town Hall, Merrillville, Indiana; if to Trustee, Attention: Trust Department, First National Bank of East Chicago, Indiana, 720 West Chicago Avenue, East Chicago, Indiana 46312; and if to Company, Attention: Partner, D & S Partnership, 163 Sunland Drive, Valparaiso, Indiana. A duplicate copy of each notice required to be given hereunder by Trustee to either Issuer or Company shall also be given to the other. Issuer, Company and Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.05. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bond shall be in the City of East Chicago, Indiana, a Saturday, Sunday or legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period after such date.

Section 12.06. Counterparts. This 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.

Section 12.07. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State of Indiana.

Section 12.08. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Indenture.

(End of Article XII)

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IN WITNESS WHEREOF, the Town of Merrillville, Indiana, has caused these presents to be signed in its name and behalf by the President of the Board of Trustees and its official seal to be hereunto affixed and attested by its Clerk-Treasurer, and Company has caused these presents to be signed in its name and behalf by its Partners, and to evidence its acceptance of the trusts hereby created First National Bank of East Chicago, Indiana, has caused these presents to be signed and sealed in its name and behalf by its duly authorized officers, as of the day first above written.

TOWN OF MERRILLVILLE

By *Richard Wayte*
RICHARD WAYTE, President
of the Board of Trustees

(SEAL)

Attest:

Merle Cook
MERLE COOK, Clerk-
Treasurer

D & S PARTNERSHIP

Daniel J. Benjamin
Daniel J. Benjamin, Partner

Samson A. Benjamin
Samson A. Benjamin, Partner

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FIRST NATIONAL BANK OF EAST
CHICAGO, INDIANA

By

Thomas P. Galt
THOMAS P. GALT, President

(SEAL)

Attest:

Thomas S. Cordes
Thomas S. Cordes, Vice President

This instrument prepared by William L. Skees, Ice Miller
Donadio & Ryan, 10th Floor, 111 Monument Circle, Indianapolis,
Indiana 46204.

EXHIBIT A

(To Mortgage and Indenture of Trust dated as of May 1, 1980, among the Town of Merrillville, Indiana, D & S Partnership and First National Bank of East Chicago, Indiana.)

THE ECONOMIC DEVELOPMENT FACILITIES

DESCRIPTION OF THE IMPROVEMENTS

The Project shall consist of the construction of two free standing buildings and the following described Site Improvement all located on the real estate described below. The front building is a proposed Ace Hardware Store. The rear building is a proposed business related office/warehouse building.

The plans for the hardware store were prepared by Goldberg Engineering and Construction, Inc., 1834 Azalea Drive, Munster, Indiana and dated 10/15/79 and amended by Gough Construction Company, Inc. The plans for the office/warehouse building were prepared by Chester L. Stump and Associates, 132 North Calumet Road, Chesterton, Indiana and dated 11/20/79.

The following is a general description of the two proposed buildings and the proposed site improvements:

Ace Hardware Store

Dimensions:	120' x 165.33'
Area:	19,840 square feet (±)
Eave Height:	16'
Foundation:	6" poured concrete, reinforced slab with concrete piers
Wall Framing:	Load bearing masonry (concrete block)
Roof Framing:	Steel beams and joists
Exterior Walls:	Cedar siding, block and brick front
Roof:	24 gauge metal roof panels
Interior Finish:	Floor - Vinyl asbestos tile in retail sales area, carpeting in manager's office, concrete slab in storage area and behind service counter
	Walls - Drywall in retail sales area, paneling in manager's office
	Ceiling - Open in retail sales and storage areas, suspended acoustical tile in manager's office
Plumbing:	Two restrooms - two fixtures each
Electrical Service:	600 amp
Heating/Air Cond.:	Bryant 4 ton roof mounted HVAC unit
Miscellaneous:	Sprinkler system

Office/Warehouse Building

Dimensions: 60' x 176' + 12' x 104'
Area: 11,808 square feet
Ceiling Height: Office Wing - 8' 3", Service Wing -
11' 3", Warehouse Section - 15' 3"
Foundation: 5" concrete slab with concrete piers
Wall Framing: Steel columns
Roof Framing: Pre-assembled wood trusses and joists
Exterior Walls: Strong panel steel siding
Roof: Strong panel steel roofing
Insulation: Blown-in walls and ceiling
Interior Finish: Floor - Bathrooms tiled, office area
carpeted, walls and ceiling - dry-
wall
Plumbing: Three restrooms - one with three fix-
tures, two with two fixtures each
Electrical Service: 400 amp
Heat/Air Cond: One gas fired forced warm air system
each for the service area and for
the office area - None in warehouse
area
Overhead Doors: One 12' x 12' steel with chain hoist
and one 10' x 8' steel with chain
hoist
Individual Section
Sizes: Office area - 1,920 square feet
(32' x 60')
Service area - 2,400 square feet
(24' x 60')
Warehouse area - 7,488 square feet
(72' x 104')

Site Improvements

Site improvements include a blacktop paved driveway and park-
ing lot with an 85 car capacity, a septic system and a well.

RECORDED

LEGAL DESCRIPTION

Part of the West Half of the Northwest Quarter
of Section 34, Township 35 North, Range 8 West
of the 2nd P.M., described as follows:

Beginning at a point 200 feet South of the North-
west corner of said Section 34; thence South 200
feet; thence East 653.4 feet; thence North 200 feet;
thence West 653.4 feet to the place of beginning,
in Lake County, Indiana.

REORDER

Quantity

Description

Basic Gondolas

63	4 ft. island section 84H x 47W
7	Island end 84H xx 47W
176	4 ft. island section 84H x 41W
17	Island end 84H x 41W

End Displays

37	Wall end display
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Checkouts * Ends

4	Checkout
50	Back Panel Assembly
4	4 ft. Island section 54H x 35W
4	Island End 54H x 35W
4	Wall End Display
5	Display Deck
3	Wallpaper Storage

Extensions

38	4 ft. wall section extension 48H
16	3 ft. Wall section extension 48H
7	Extra end extension 48H
2	3 ft. wall section extension 48H
4	4 ft. wall section 54H x 19W
3	Box Corner
1	Wall End 54H xx 19W
4	Snap-In gap filler
2	Canopy Starter
1	Canopy add on
4	Canopy end

2000

<u>Quantity</u>	<u>Description</u>
<u>Wallpaper</u>	
3	4 ft. wall section 96H x 25W
1	Wall End 96H x 25W
1	Canopy Starter
1	Canopy Add on
1	Box Corner
1	Canopy End
<u>Lamps Sporting Goods</u>	
9	4 ft. wall section 96H x 25W
1	Wall end 96H x 25W
1	Canopy Starter
4	Canopy add on
2	Canopy End
2	4 ft. island section 42H x 35W
1	Island end 42H x 35W
4	Shelf Brkt.
8	Steel adj. shelf
<u>Tools</u>	
28	4 ft. wall section 96H x 25W
2	Wall end 96H x 25W
1	Box Corner
2	Canopy End
2	Canopy Starter
9	Canopy add on
<u>Lawn and Garden - Saws - Chains</u>	
15	4 ft. wall section 96H x 25W
2	3 ft. wall section 96H x 25W
1	Wall end 96H x 25W

1000
1000
1000
1000

Quantity

Description

Lawn and Garden - Chain Saws con't.

1 Box Corner
12 Garden Tool Display

Lawn Mowers

11 4 ft. wall section 96H x 34W
1 Wall End 96H x 34W
5 Broom Display
20 Steel adj. shelf
590 Steel Adj. shelf
12 Steel Adj. shelf
610 Steel Adj. shelf
70 Steel Adj. shelf
490 Steel Adj. shelf
80 Steel Adj. shelf
250 Steel Adj. shelf
16 Steel Adj. shelf

Wire and Accessories

28 Wire binning front
2 Wire binning front
1 Wire binning front
2 Wire binning front
1 Wire Dividers
13 Wire Dividers
1 Wire Dividers
35 Wire Dividers
28 Wire Dividers
16 Wire Dividers
2 Wire Dividers
5 Wire Cross Dividers
3 Wire Cross Dividers
2 Metal Bin Fronts
1 Metal Bin Divider

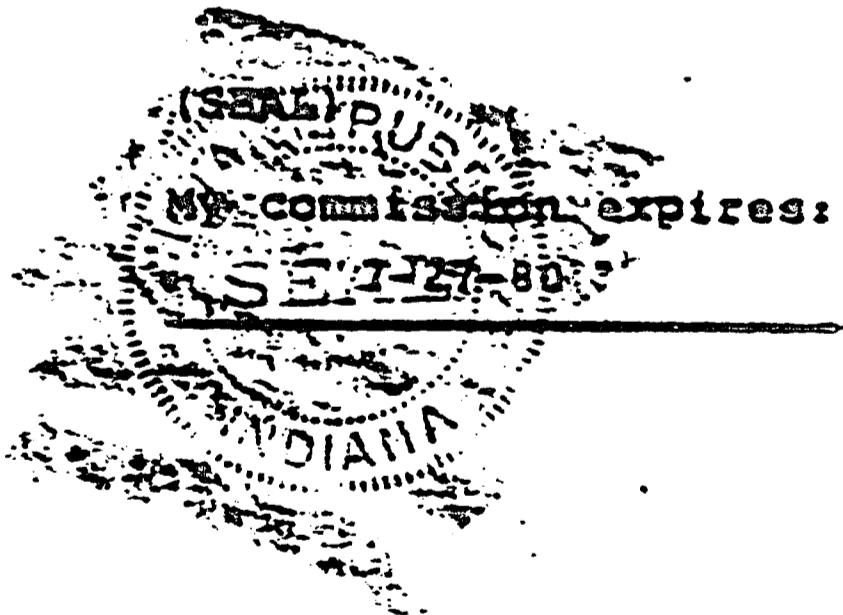
JUN 18 1980

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a notary public in and for said county and state, personally appeared RICHARD WAYTE and MERLE COOK, personally known to me to be the President of the Board of Trustees and Clerk-Treasurer, respectively, of the Town of Merrillville, State of Indiana, and acknowledged the execution of the foregoing Mortgage and Indenture of Trust for and on behalf of said Town.

WITNESS my hand and notarial seal this 18th day of June, 1980.

Edward L. Burke
Notary Public - EDWARD L. BURKE



My county of residence is:
Lake

1000000000

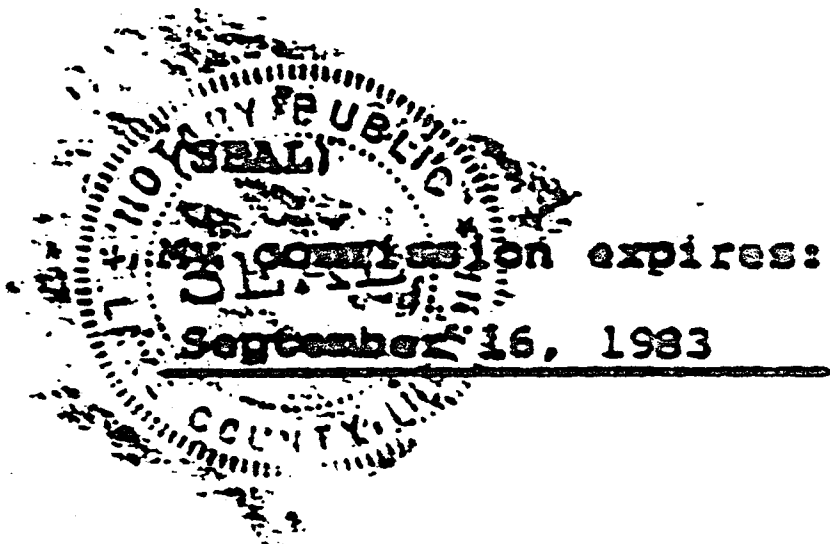
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a notary public in and for said county and state, personally appeared Daniel J. Benjamin and Samson A. Benjamin, personally known to me to be the Partners of D & S Partnership and acknowledged the execution of the foregoing Mortgage and Indenture of Trust for and on behalf of said Company.

WITNESS my hand and notarial seal this 20 day of June, 1980.


Notary Public
ELIZABETH A. CALLAS

My county of residence is:
Lake County



RECORDED

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a notary public in and for said county and state, personally appeared Jerry P. Fish and James D. Gordecki, Jr., personally known to me to be a President and Vice President, respectively, of First National Bank of East Chicago, Indiana, and acknowledged the execution of the foregoing Mortgage and Indenture of Trust for and on behalf of said Bank.

WITNESS my hand and notarial seal this 25th day of June, 1980.



Linda G. Hatcher
Notary Public
LINDA G. HATCHER

My commission expires:
September 27, 1981

My county of residence is:
Lake