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5191 W Lincoln Highway  
Crown Point, Indiana 46307

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**TRUST INDENTURE**

**between**

**TRI-CREEK BLDG. CORP.**

**and**

**THE LOWELL NATIONAL BANK, Trustee**

**\$6,560,000**

**Participation Certificates, Series 1988  
Dated as of December 15, 1988**

RECORDED TITLE INSURANCE COMPANY  
INDIANA DIVISION  
LILLIAN A. BLASTICK  
RECORDER, LAKE COUNTY  
CROWN POINT, INDIANA 46307  
LAKE COUNTY  
FILED FOR RECORD

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## TRUST INDENTURE

THIS TRUST INDENTURE (hereinafter called the "Indenture"), dated as of December 15, 1988, by and between Tri-Creek Bldg. Corp. (hereinafter referred to as the "Building Corporation"), a corporation organized and existing under the laws of the State of Indiana, and The Lowell National Bank (hereinafter referred to as the "Trustee"), a banking and financial institution organized and existing under and by virtue of the laws of the State of Indiana having its principal office in Lowell, Indiana; and

WHEREAS, school corporations of the State of Indiana are political subdivisions of the state authorized to operate the public school system of the State of Indiana; and

WHEREAS, Indiana Code, Title 21, Article 5, Chapter 12 (hereinafter referred to as the "Act"), provides for the leasing of school buildings by school corporations of the State of Indiana from corporations organized under the laws of the State of Indiana or duly admitted to do business in the State of Indiana, under certain terms and conditions provided in said Act, including the provision for the title to the building leased to the school corporation to vest in said school corporation at the conclusion of the lease term with the school corporation required to levy taxes upon all taxable property within such school corporation during the term of the lease to pay the rental payments under such lease; and

WHEREAS, Tri-Creek School Corporation (hereinafter referred to as the "School"), has entered into a Contract of Lease, dated November 10, 1988 (hereinafter, as it may be amended or supplemented, referred to as the "Lease"), with the Building Corporation under which the Project, as hereinafter defined, will be constructed and leased to the School under the Lease, a copy of which has been delivered to the Trustee; and

WHEREAS, by this Indenture, and for the purpose of obtaining moneys for the acquisition of certain land and construction of the Project, the Building Corporation has agreed to assign its interest as lessor in the Lease to the Trustee upon completion of the construction of the Project, and the Trustee has fractionalized the lessor's interest in the Lease to be assigned to it and has issued leasehold participation certificates to evidence the ownership of such fractionalized interests (hereinafter referred to as the "Series 1988 Participation Certificates") and has agreed to deposit certain proceeds of the sale of the Series 1988 Participation Certificates into the Construction Fund to be disbursed as herein provided; and

WHEREAS, the School has been notified that the Lease will be assigned to the Trustee upon the substantial completion of the construction of the school buildings ready for occupancy or upon an occurrence of an event of default hereunder, and the School will be required to make the rental payments under the Lease to the Trustee; and

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and premium, if any, and interest on the Series 1988 Participation Certificates and any Additional Participation Certificates as may be issued on a parity therewith under this Indenture (said Series 1988 Participation Certificates and any such Additional Participation Certificates are hereinafter collectively referred to as the "Participation Certificates") according to their true intent and meaning and to the extent herein provided, and to secure the performance and observance of all

each year. Assuming substantial completion of construction by July 12, 1990, and subject to the provisions in the Lease for abatement of rent, the rent payments under said Lease are sufficient in amount to pay the principal of and interest on the Participation Certificates due on and after July 15, 1990, and the entire amount of said rent payments is pledged to the payment of the principal of and interest on the Participation Certificates. In the event that Additional Participation Certificates are issued pursuant to Section 1.10 hereof for the purpose of refunding the Outstanding Participation Certificates, such rent payments would be reduced to reflect the reduction, if any, in the debt service requirements on the Additional Participation Certificates to be issued from the debt service requirements on the Participation Certificates to be refunded.

There shall be deposited into the Certificate Fund, as and when received (a) all rent payments specified in the Lease; (b) all payments made under the rent or rental value insurance required to be maintained by the School under the terms of the Lease; (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease which are to be paid into the Certificate Fund; (d) any moneys received by the Trustee as a named insured or as an assignee, as the case may be, of the title insurance policy; and (e) any moneys received by the Trustee from the sale or disposition of the Project.

All moneys deposited in the Certificate Fund shall be invested as provided in Section 1.08(k) hereof, and subject to the terms of Section 4.03 hereof, investment proceeds derived therefrom shall be available for transfer to the Rebate Fund to satisfy the rebate requirement, if any, to the United States Treasury and thereafter shall be applied to the payment of the Trustee's fees for Extraordinary Services and Extraordinary Expenses due and payable at such time. All moneys deposited in the Certificate Fund that are not needed to pay the principal of and premium, if any, and interest on the Participation Certificates or to transfer to the Rebate Fund shall be applied by the Trustee as a credit to reduce the next immediately succeeding rent payment to become due under the Lease or, if the final rent payment has been made or provided for, shall be returned to the School.

Except as provided above with respect to investment earnings, moneys in the Certificate Fund shall be used solely for the payment of the principal of and premium, if any, and interest on the Participation Certificates; provided that no part of said moneys in the Certificate Fund (other than any amounts paid into the Certificate Fund under the terms of the Lease for use in the exercise of the School's option to purchase the Project or under the terms of this Indenture designated by the Building Corporation or the School for the purpose of redemption in accordance with the terms of this Indenture) shall be used to redeem, prior to maturity, any part of the Participation Certificates outstanding.

Whenever the amount in the Certificate Fund, from any source whatsoever, is sufficient to redeem all of the Participation Certificates then outstanding hereunder and to pay interest to accrue thereon prior to such redemption and to pay the redemption premium due upon redemption prior to maturity, the Trustee covenants and agrees to take and cause to be taken the necessary steps to redeem all of said Participation Certificates on the next succeeding redemption date for which the required redemption notice may be given.

**SECTION 1.08. Covenants.** In addition to the other covenants in this Indenture contained, the Building Corporation and the Trustee further covenant with the Certificate holders as follows:

(a) Payment of Principal, Premium and Interest. There will be paid, solely from the source herein provided, the principal of and premium, if any, and interest on every Participation Certificate on the dates and at the place and in the manner mentioned in the Participation Certificates according to the true intent and meaning thereof.

(b) Performance of Covenants, Authority and Actions. There will be faithful observation and performance at all times of all agreements, covenants, undertakings, stipulations and provisions contained in this Indenture and in any and every Participation Certificate executed and delivered under this Indenture pertaining to the Participation Certificates or the Lease of the Project.

(c) Title to Project Properties. Upon delivery of the Participation Certificates, the Trustee will have contractually provided for the transfer to it as the owner of good and marketable title in fee simple to the Project, free and clear of liens and encumbrances other than this Indenture and the Lease and other encumbrances of record, and upon delivery of the Series 1988 Participation Certificates, there will be a contractual requirement that the rentals, revenues and other income, charges and moneys realized from the lease, sale or other disposition of the Project be assigned at the Completion Date to the payment of principal of and premium, if any, and interest on the Participation Certificates.

(d) Maintenance of Lien. Except as otherwise provided in this Indenture and the Lease, the Trustee and the Building Corporation will not sell or otherwise dispose of all or any part of the Project or create or suffer to be created any debt, lien or charge thereon, or make any other pledge or assignment of or create any lien or encumbrance upon the rentals, revenues and other income, charges and moneys realized from the lease, sale or other disposition of the Project other than the pledge and assignment thereof under this Indenture.

(e) Payment of Taxes, Charges, Etc. Pursuant to the provisions of the Lease, the School has agreed to pay all lawful taxes, assessments and charges at any time levied or assessed upon or against the Project, or any part thereof; provided, however, that nothing contained in this Section shall require the payment of any such taxes, assessments or charges if the same are not required to be paid under the provisions of the Lease.

(f) Maintenance and Repair. Pursuant to the provisions of the Lease, the School has agreed at its own expense to cause the Project to be kept in good repair and good condition, and the School may, at its own expense, from time to time undertake additions, remodeling, modifications and improvements to the Project under the terms and conditions set forth in the Lease.

(g) Public Records. The Lease and any amendments or supplements to either and all necessary financing statements, amendments thereto, continuation statements and instruments of similar character relating to the pledges made to secure the Participation Certificates, shall be recorded and filed by the Trustee in

such manner and in such places as may be required by law in order to fully preserve and protect the security of the Certificate holders and the rights of the Trustee.

(h) Rights Under Lease. The Lease, duly executed counterparts of which upon delivery of the Series 1988 Participation Certificates will have been filed with the Trustee, sets forth the covenants and obligations of the School, and subsequent to the issuance of the Series 1988 Participation Certificates and prior to payment of the Participation Certificates in full or provision for payment thereof in accordance with the provisions thereof, the Lease may not be effectively amended, changed, modified, altered or terminated (other than as provided herein) without the prior written consent of the Trustee, and reference is hereby made to the Lease for a detailed statement of said covenants and obligations of the School under the Lease, and the Trustee in its name may enforce all obligations of the School under and pursuant to the Lease for and on behalf of the Certificate holders.

(i) Maintenance of Lease. The Trustee covenants that it shall do all things on its part necessary to maintain the Lease in effect in accordance with the terms thereof and will take all actions necessary to enforce and protect its rights under the Lease, including actions at law and in equity, as may be appropriate.

(j) Use of Proceeds of Series 1988 Participation Certificates and Moneys in Certificate Fund. The Building Corporation and the Trustee each covenant that they will restrict the use of the proceeds of the Series 1988 Participation Certificates and moneys in the Certificate Fund in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of the delivery of and payment for the Series 1988 Participation Certificates, so that they will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986 and the regulations relating thereto. Any officer of the Building Corporation or the Trustee having responsibility with respect to the Lease or issuance of the Series 1988 Participation Certificates is authorized and directed, alone or in conjunction with any other officer, employee, consultant or agent of the Building Corporation or the Trustee, to give an appropriate certificate for inclusion in the transcript of proceedings, setting forth the reasonable expectations on the date of delivery of and payment for the Series 1988 Participation Certificates regarding the amount and use of the proceeds of the Series 1988 Participation Certificates pursuant to said Section 148 and any applicable regulations.

(k) Investment of Construction Fund and Certificate Fund Moneys. The original proceeds of the Series 1988 Participation Certificates held as a part of the Construction Fund shall be invested by the Trustee, at the direction of the Building Corporation, in Eligible Investments. After the Completion Date, all moneys in the Construction and Certificate Funds shall be invested by the Trustee in Eligible Investments. The type, amount and maturity shall be such so that the moneys invested will be available to make payments from the respective funds in accordance with the provisions of the Lease and this Indenture as applicable. Any such investment made by the Trustee may be purchased from the Trustee, and such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Construction Fund or the Certificate Fund, as appropriate, and the interest accruing thereon and any profit realized therefrom shall be credited to and any loss resulting from such investments shall be charged to

the Construction Fund prior to the Completion Date and to the respective fund thereafter. The Trustee shall sell and reduce to cash a sufficient portion of investments in the Construction Fund under the provisions of this Section whenever the cash balance in the Construction Fund is insufficient to make payments then required to be made from the Construction Fund for the purposes for which the Construction Fund is created, including the payment of interest during construction. The Trustee shall sell and reduce to cash a sufficient portion of investments in the Certificate Fund under the provisions of this Section whenever the cash balance in the Certificate Fund is insufficient to pay the current interest and principal requirements on the Participation Certificates when due. The deposit of moneys in either fund may be evidenced by certificates of deposit of the Trustee.

(l) Use of Project. The Building Corporation and the Trustee each covenant that they will not permit the Project to be used by nongovernmental persons in such a manner as to cause the Participation Certificates to be or become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986.

(m) Exclusion from Gross Income. The Building Corporation and the Trustee each covenant that they will not take any action nor fail to take any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Participation Certificates pursuant to Section 103 of the Internal Revenue Code of 1986, nor will the Building Corporation or the Trustee act in any other manner which would adversely affect such exclusion.

**SECTION 1.09. Representations and Warranties.** The Building Corporation hereby represents, warrants and agrees, which representations, warranties and agreements shall survive the execution and delivery of this Indenture, as follows:

(a) The Building Corporation is a duly organized and validly existing corporation in good standing under the laws of the State of Indiana and has the full corporate power and authority to own its property and assets and to transact the business in which it is engaged or presently proposes to engage; and has the full corporate power and authority to execute, deliver and carry out the terms and provisions of this Indenture, the Lease and any other documents connected herewith or therewith to which it is a party and has taken all necessary corporate action (including, without limitation, any consent of stockholders required by law or by its Articles of Incorporation or By-Laws) to authorize the execution and delivery of this Indenture, the Lease and any other documents connected herewith or therewith to which it is a party and the carrying out by it of the terms and provisions hereof and thereof.

(b) The Building Corporation has duly performed all agreements and conditions on its part required under the provisions of this Indenture, the Lease and any other documents connected herewith and therewith to which it is a party.

(c) No default and no condition, event or act which, with the giving of notice or lapse of time, or both, could become a default exist under this Indenture, the Lease or any other document connected herewith or therewith to which the Building Corporation is a party or by which it is bound.

(d) Neither the construction of the Project, nor the execution and delivery of this Indenture, the Lease or any other documents connected herewith or therewith to which the Building Corporation is a party, nor the consummation of the transactions herein and therein contemplated, nor the compliance with the terms and provisions hereof and thereof, will contravene any provision of present law, statute, rule or regulation to which it is subject or any judgment, decree, order, franchise or permit applicable to it, or will conflict or will be inconsistent with, or will result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, security interest or encumbrance upon any property or assets of it pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it or its property may be subject, or violate any provision of its Articles of Incorporation or By-Laws.

(e) There are no actions, suits or proceedings pending, or to the Building Corporation's knowledge threatened, against or affecting it or its property before any court or before any governmental or administrative body or agency (domestic or foreign), the outcome of which might have a material adverse effect upon the Building Corporation's ability to meet and carry out its obligations under this Indenture, the Lease or any other documents connected herewith or therewith to which it is a party, or of preventing or interfering with the execution or delivery of, or carrying out the provisions of, the foregoing instruments or agreements.

(f) No consent or approval of, or exemption by, any governmental or public body or authority, which has not now been obtained, is required to authorize, or is required in connection with, the execution, delivery and performance by the Building Corporation of this Indenture, the Lease or the taking of any action hereby or thereby contemplated; nor is any filing, recording, registration, giving of notice or other similar action required or permitted by law to establish, perfect, protect or preserve the rights and titles, interests, remedies, powers or privileges of the Trustee hereunder or thereunder other than the filing and recording of this Indenture in the office of the Recorder of the Lake County, Indiana.

(g) Neither the Project, nor any part of it, is subject to any lien or encumbrance of any character except for (i) easements and restrictions of record, none of which interfere with the present or planned use of the Project, (ii) current real and personal property taxes and non-delinquent assessments, and (iii) the Lease.

(h) No fire, explosion, accident, flood, storm or other casualty, or strike, lock-out or Act of God has occurred which materially interferes with the ability of the Building Corporation to complete the construction of the Project by July 12, 1990, in accordance with the plans and specifications therefor.

(i) The Building Corporation has obtained the requisite zoning approval and building permits to permit the construction of the Project on the real estate described in Exhibit A in accordance with the plans and specifications and the use of such real estate for the purpose described herein.

(j) The Building Corporation has entered into the construction contracts (the "Construction Contracts") and has obtained payment and performance bonds (the "Performance Bonds") from each of the contractors (the "Contractors") for the construction of the Project in accordance with the plans and specifications now on file with the School referred to in the Construction Contracts.

(k) To the best of the Building Corporation's knowledge, there are no pending or threatened condemnation proceedings affecting the real estate described in Exhibit A.

**SECTION 1.10. Additional Participation Certificates.** The Trustee, at the request of the Building Corporation or the School, to the extent permitted by law, shall cause to be issued Additional Participation Certificates from time to time to provide for the refunding of Outstanding Participation Certificates; provided that the issuance of such Additional Participation Certificates shall not result in the interest on the Participation Certificates outstanding immediately prior to such issuance becoming subject to federal income tax. Before any Additional Participation Certificates are executed there shall be delivered to the Trustee the items required by Section 2.08 of this Indenture.

**SECTION 1.11. Terms of Additional Participation Certificates.** Any series of Additional Participation Certificates shall have maturities, interest rates, interest payment dates, denominations and other terms as provided in the supplemental indenture entered into in connection with such Additional Participation Certificates, and the proceeds thereof shall be held, invested and paid out as therein provided, provided that such terms and provisions shall not be otherwise inconsistent with this Indenture.

(End of Article I)

ARTICLE II

FORM, EXECUTION, REGISTRATION  
AND EXCHANGE OF PARTICIPATION CERTIFICATES

SECTION 2.01. Form of Participation Certificates. The Participation Certificates, the Trustee's Certificate of Authentication to be endorsed thereon, and the registration endorsement shall be substantially in the following form with the appropriate omissions, insertions and variations as in this Indenture required or permitted:

(On front of Certificate)

UNITED STATES OF AMERICA

STATE OF INDIANA  
COUNTY OF LAKE  
PARTICIPATION CERTIFICATE, SERIES 1988  
in obligations under a Lease of

TRI-CREEK SCHOOL CORPORATION

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

Interest Rate      Maturity      Original Date      Authentication Date      CUSIP

Registered Owner:

Principal Sum:

KNOW ALL MEN BY THESE PRESENTS, that this certificate evidences an interest of the Registered Owner (named above), or registered assigns, in the lease payments to be made by the Tri-Creek School Corporation (hereinafter called the "School"), pursuant to the Contract of Lease dated as of November 10, 1988 (hereinafter called the "Lease"), between the School and Tri-Creek Bldg. Corp. (hereinafter called the "Building Corporation"). This certificate is issued under and secured by the Trust Indenture dated as of December 15, 1988 (hereinafter called the "Indenture"), between The Lowell National Bank, Lowell, Indiana, as Trustee (hereinafter called the "Trustee"), and the Building Corporation. The Principal Sum set forth above shall be paid to the Registered Owner hereof on the Maturity Date set forth above, upon presentation and surrender of this certificate at the principal office of the Trustee, unless this certificate shall have been duly called for redemption and payment as provided herein. Interest shall be paid from the interest payment date immediately preceding the date of authentication hereof

unless this certificate is authenticated between the thirtieth day of the month preceding an interest payment date and such interest payment date, in which case interest shall be paid from such interest payment date unless payment of interest is in default in which case interest shall be paid from the date to which interest has been paid, or unless this certificate is authenticated on or before June 30, 1989, in which case interest shall be paid from the Original Date set forth above, at the rate per annum set forth above, which interest shall be paid on January 15 and July 15 of each year, beginning July 15, 1989. The Trustee shall make such payments to the Registered Owner, but solely from the sources and in the manner hereinafter set forth, until the Principal Sum has been paid at maturity or upon earlier redemption.

Interest on this certificate is payable by check mailed one business day prior to each interest payment date to the registered owner as the name appears as of the fifteenth day preceding such interest payment date. Principal of and any premium on this certificate are payable in lawful money of the United States of America at the principal office of the Trustee.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS CERTIFICATE SET FORTH ON THE REVERSE HEREOF WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF DULY SET FORTH HEREIN.

(On reverse of Certificate)

This certificate is one of a series of participation certificates of like tenor and effect, except as to maturity, authentication date, denomination and interest rate, aggregating in amount \$6,560,000 (hereinafter called the "Series 1988 Participation Certificates"), issued pursuant to the Indenture and in anticipation of the receipt by the Trustee of rentals and other moneys payable to it under the provisions of the Lease.

Said Series 1988 Participation Certificates, together with any Additional Participation Certificates as may be issued on a parity therewith under the Indenture (said Series 1988 Participation Certificates and any such Additional Participation Certificates are hereinafter collectively called the "certificates"), are all issued or to be issued under and are to be equally and ratably secured and entitled to the protection given by the Indenture. The Indenture is on file in the principal corporate trust office of the Trustee, and reference is hereby made to the Indenture for a more complete description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the School under the Lease, the Trustee and the owners of the certificates, and the terms and conditions upon which the certificates are issued and secured, to all of the provisions of which Indenture, each registered owner, by the acceptance hereof, assents.

This certificate is transferable by the registered owner hereof at the office of the Trustee, upon surrender and cancellation of this certificate and on presentation of a duly executed written instrument of transfer and thereupon a new certificate or certificates of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. This certificate may be exchanged upon surrender hereof at the office of the Trustee, duly endorsed by the registered owner for the same aggregate principal amount of certificates of the same maturity in authorized denominations as the registered owner may request.

The Series 1988 Participation Certificates are subject to optional redemption in whole on any date on or after July 15, 1998, upon notice from the School of its exercise of its option to purchase the Project pursuant to the Lease, or in whole or in part, in inverse order of maturity on or after July 15, 1998, in the event that Additional Participation Certificates are issued to refund all or part of the outstanding Series 1988 Participation Certificates, at the redemption prices (expressed as a percentage of the principal amount of the Series 1988 Participation Certificates) plus accrued interest to the redemption date set forth below:

- 102% if redeemed on July 15, 1998, or thereafter on or before July 14, 1999;
- 101% if redeemed on July 15, 1999, or thereafter on or before July 14, 2000;
- 100% if redeemed on July 15, 2000, or thereafter prior to maturity.

The right of redemption of the certificates shall be exercised by notice specifying the certificates or portions thereof to be called, the redemption price to be paid, the date fixed for redemption and the place where the amounts due upon such redemption are payable, to be mailed by first class mail at least thirty days prior to the date fixed for redemption to the registered owner of each certificate to be redeemed at the name and address shown on the registration books as of the date on which such notice is mailed; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any certificate shall not affect the validity of any proceedings for the redemption of any of the other certificates. If less than all the certificates are called for redemption at one time, such certificates shall be redeemed in inverse order of maturity and the selection of the particular certificates within such maturities shall be made by the Trustee by lot in such manner as the Trustee may determine. All certificates called for redemption will cease to bear interest on the redemption date, provided funds for their redemption are on deposit at the office of the Trustee at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

The certificates are special obligations payable as to principal, premium, if any, and interest solely out of the rentals and other moneys derived under the Lease and paid to the Trustee pursuant to the provisions of the Lease. The Lease provides that the School must make payment of rent commencing on the later of (i) the date upon which the school buildings are completed and ready for occupancy, or (ii) July 12, 1990. The rental payments required under the Lease are sufficient for the prompt payment when due of the principal of and interest on said certificates, assuming completion of the school buildings occurs before July 12, 1990, and subject to the provisions in the Lease relating to abatement or reduction of rental payments in the event of damage to or destruction or condemnation of the school buildings. The rentals are required by the Lease to be paid to the Trustee and when received by the Trustee are required to be used for the payment of such principal, premium, if any, and interest and have been duly pledged for that purpose.

The registered owner of this certificate shall not be entitled to enforce the provisions of the Indenture or to institute, appear in or defend any suit, action or proceeding at law or in equity to enforce any rights, remedies or covenants granted by

the Indenture, or to take any action with respect to any event of default under the Indenture, except as provided in the Indenture.

The Indenture contains provisions permitting the Trustee, with the consent of the owners of not less than 66 2/3% in aggregate principal amount of the certificates, at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or any supplemental indenture or restricting in any manner the rights of the owners of the certificates; provided, however, that no such supplemental indenture shall (i) extend the maturity of the principal of or the interest on any of the certificates or reduce the principal amount of any certificate or the rate of interest or redemption premium thereon, without the consent of the owner of each certificate so affected or (ii) permit a privilege or priority of any certificate or certificates over any other certificate or certificates or reduce the aggregate principal amount of the certificates required for consent to such supplemental indenture, without the consent of the owners of all certificates then outstanding.

If the School should default in its payment of rent under the Lease to the Trustee, the Trustee is required under the terms of the Indenture to immediately demand such payment under the terms of Indiana Code 20-5-4-10. If the Trustee shall fail to make such demand within fifteen business days, then, under the terms of the Indenture, any certificate owner may make such demand in the name of the Trustee.

No provision of this certificate or the Indenture and no reference herein to the Indenture shall have the effect of incorporating in the terms of this certificate any provision which would alter or impair the obligation to pay, but solely from the rentals and other moneys hereinbefore mentioned, the principal of and premium, if any, and interest on this certificate at the times and places and in the coin or currency provided herein or affect the right of the owner of this certificate to enforce payment thereof from such rentals and other moneys at and after the date of maturity of this certificate or any payment of interest thereon without reference to or consent of the Trustee or the owner of any other certificate.

The Series 1988 Participation Certificates and the Lease have been designated as qualified tax exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.

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

(On front of Certificate)

This certificate shall not be valid or obligatory for any purpose until duly authenticated by the Trustee, or its successors, by the execution of the Certificate of Authentication endorsed hereon.

covenants and conditions therein or herein contained and to declare the terms and conditions upon and subject to which the Participation Certificates are and are intended to be issued, executed, held, secured and enforced, and for and in consideration of the premises and of the purchase and acceptance of the Series 1988 Participation Certificates by the owners thereof from time to time, and the acceptance by the Trustee of the trusts hereby created, and for other good and valuable considerations, the receipt of which are hereby acknowledged, this Indenture has been executed and delivered by the Building Corporation and the Trustee, and there is hereby pledged and assigned to the Trustee (a) real estate located in Lake County, Indiana, the same being more particularly described in Exhibit A hereto attached and made a part hereof, (b) all rentals, revenues and other income, charges and moneys realized from the lease, sale or other disposition of the Project and all moneys and investments in the Certificate Fund, including, without limitation, all rentals and other moneys to be received by or on behalf of the Trustee from the leasing of the Project and in particular the rentals and other moneys to be received under and pursuant to and subject to the provisions of the Lease, pursuant to the terms of which rent is to be paid directly to the Trustee and deposited in the Certificate Fund, all subject to and in accordance with this Indenture, and (c) all right, title and interest of the Trustee in and to (i) all moneys and investments in the Construction Fund and Rebate Fund; (ii) any moneys received under the title insurance, property and public liability insurance and construction contracts and performance and maintenance bonds assigned hereby; and (iii) any proceeds received under the rental value insurance pertaining to the property which is the subject of the Lease.

**TO HAVE AND TO HOLD** to the Trustee and its successors in said trust and to its and their assigns forever;

**BUT IN TRUST NEVERTHELESS**, for the equal and proportionate benefit, security and protection of all present and future holders and owners of the Participation Certificates issued or to be issued under and secured by this Indenture, and for the enforcement of the payment of the principal of and premium, if any, and interest on the Participation Certificates, when payable, according to the true intent and meaning thereof and of this Indenture and to secure the performance of and compliance with the covenants, terms and conditions of this Indenture, without preference, priority or distinction, as to lien or otherwise, of any one Participation Certificate over any other by reason of priority in the issue or negotiation thereof or otherwise, so that each and all Participation Certificates shall have the same right, lien and privilege under this Indenture, and shall be equally and ratably secured hereby, as if all the Participation Certificates had been made, issued and negotiated simultaneously with the delivery of this Indenture, it being intended that the lien and security of this Indenture shall take effect from the date hereof, without regard to the date of actual issue, sale or disposition of the Participation Certificates as though upon such date all the Participation Certificates were actually issued, sold and delivered to purchasers for value; provided, however, that if there shall be well and truly paid, or caused to be paid, the principal of the Participation Certificates and the interest due or to become due thereon together with any premium required by redemption of any of the Participation Certificates prior to maturity, at the times and in the manner mentioned in the Participation Certificates, according to the true intent and meaning thereof, and if there shall be well and truly paid the payment to be made into the Certificate Fund as required under Section 1.07 of this Indenture, or if the Participation Certificates shall have been paid and discharged in accordance with Section 8.02 of this Indenture, and if there shall well and truly be kept, performed and observed all the covenants and conditions pursuant

IN WITNESS WHEREOF, The Lowell National Bank, as Trustee, has caused this certificate to be executed in its name by the facsimile signatures of two of its duly authorized officers and a facsimile of its seal to be reproduced hereon.

THE LOWELL NATIONAL BANK, as Trustee

By \_\_\_\_\_

And By \_\_\_\_\_

**[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]**

This Certificate is one of the Participation Certificates of the issue described in the within-mentioned Trust Indenture.

THE LOWELL NATIONAL BANK, Trustee

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

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_ (please print or typewrite name, address and social security or other identifying number of Transferee) the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the within certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by a broker-dealer or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within certificate in every particular, without alteration or enlargement or any change whatever.

**SECTION 2.02. Execution of Additional Participation Certificates.** The Additional Participation Certificates shall be executed in the manner provided in the supplemental indenture; provided, however, that such manner of execution shall not be inconsistent with any requirements of this Indenture.

No Additional Participation Certificate shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Indenture unless and until such Additional Participation Certificate shall have been duly executed and authenticated by the Trustee, and such authentication by the Trustee of any Additional Participation Certificate shall be conclusive evidence that the Additional Participation Certificate so authenticated has been duly executed and delivered hereunder and that the holder is entitled to the security of this Indenture. The Additional Participation Certificates may be executed on behalf of the Trustee by any two persons duly authorized by the Trustee. The Additional Participation Certificates may be authenticated by any duly authorized representative of the Trustee, and it shall not be necessary that the same person authenticate all of the Additional Participation Certificates.

**SECTION 2.03. Registration Book.** The Trustee shall serve as Registrar and Paying Agent and shall keep, at its principal office, a record for the registration of Participation Certificates issued hereunder which shall, at all reasonable times, be open for inspection by the Building Corporation and the School.

**SECTION 2.04. Transfer and Exchange of Participation Certificates.** Registered owners of Participation Certificates may, upon presentation and surrender thereof at the principal office of the Trustee with a written instrument of transfer satisfactory to the Trustee, transfer or exchange a Participation Certificate or Certificates for a Participation Certificate or Certificates of equal aggregate principal amount of the same maturity and interest rate of any authorized denominations. For every exchange or transfer of Participation Certificates, 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 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. The cost of preparing each new Participation Certificate upon each exchange or transfer, and any other expenses of the Trustee incurred in connection therewith (except any applicable tax, fee or other governmental charge) shall be paid from the Certificate Fund.

**SECTION 2.05. Ownership of Participation Certificates.** The person in whose name the Participation Certificates shall be registered shall be deemed and regarded as the absolute owners thereof for all purposes, and payment of or on account of the principal of any Participation Certificate and the interest and premium, if any, on Participation Certificate shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney in such form as shall be satisfactory to the Trustee, and the Trustee shall not be affected by any notice to the contrary, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Participation Certificates, including the interest thereon, to the extent of the sum or sums so paid.

**SECTION 2.06. Mutilated, Lost, Stolen or Destroyed Participation Certificates.** In case any Participation Certificate issued under this Indenture shall become mutilated or be destroyed, stolen or lost, the Trustee, in its discretion, may issue and deliver in exchange for and in place and upon cancellation of the mutilated Participation Certificate, or in lieu of and substitution for the same if destroyed, stolen or lost, a new Participation Certificate of like denomination and tenor, but which, in the discretion of the Trustee, may bear the same or a different serial number, be marked "Duplicate," or be otherwise distinguished. In case of destruction, theft or loss, the applicant for a substituted Participation Certificate shall furnish to the Trustee evidence of the destruction of such Participation Certificate so destroyed, which evidence must be satisfactory to the Trustee, in its discretion, and said applicant shall also furnish indemnity satisfactory to it in its discretion. The Trustee shall have the right to require the payment of the expense of issuing such replacement prior to the delivery of a new Participation Certificate.

**SECTION 2.07. Delivery of the Series 1988 Participation Certificates.** Upon the execution and delivery of this Indenture, the Trustee shall execute the Series 1988 Participation Certificates and deliver them to, or at the direction of, the Original Purchaser as hereinafter in this Section 2.07 provided.

Prior to the delivery by the Trustee of any of the Series 1988 Participation Certificates there shall be filed with the Trustee:

1. An original executed counterpart of this Indenture.
2. An original executed counterpart of the Lease.
3. The written opinion of counsel satisfactory to the Trustee, expressing the conclusion that upon acceptance of the instruments of conveyance, creation or transfer, all as theretofore agreed upon, the Trustee will have a contractual right to obtain upon completion of construction or in the event of default hereunder, good and marketable title to the Project, free and clear of all liens and encumbrances whatsoever except, (i) easements and restrictions of record, none of which interfere with the present or planned use of the Project, (ii) current and future real and personal property taxes and non-delinquent assessments, and (iii) the Lease. In addition to such opinion, there shall also be filed a standard form of title guaranty policy or standard form of title insurance policy, or interim title binder for either, evidencing that the Building Corporation has good and marketable title to the Project as of the date of delivery of this Indenture.
4. An executed warranty deed to be placed in escrow by the Building Corporation conveying to the Trustee a good and marketable title to the Project, free and clear of all liens and encumbrances whatsoever except, (i) easements and restrictions of record, none of which interfere with the present or planned use of the Project, (ii) current and future real and personal property taxes and non-delinquent assessments and (iii) the Lease.
5. An executed assignment of the Lease to be placed in escrow by the Building Corporation assigning the Building Corporation's interest as lessor under the Lease to the Trustee.

**SECTION 2.08. Delivery of Additional Participation Certificates. Before any Additional Participation Certificates authorized by Section 1.10 of this Indenture shall be executed and delivered by the Trustee, there shall be filed with the Trustee:**

**1. A written request from the School to the Trustee for the execution and delivery of the Additional Participation Certificates.**

**2. An original executed counterpart of the supplemental indenture entered into in connection with the execution and delivery of the Additional Participation Certificates.**

**3. A standard form of title guaranty policy or standard form of title insurance policy, or interim title binder for either, evidencing that the Trustee has good and marketable title to the Project as of the date of delivery of the Additional Participation Certificates to the Original Purchaser thereof.**

**4. The written opinion of counsel satisfactory to the Trustee, to the effect that the documents submitted to the Trustee in connection with the request then being made comply with the requirements of the Indenture, that all filings required to be made under Section 1.08(g) of this Indenture have been made, and that in his opinion all conditions precedent to the delivery of such Additional Participation Certificates have been fulfilled.**

**5. The written opinion of nationally recognized bond counsel (who may also be the counsel referred to above in paragraph 4) that the Participation Certificates the issuance of which is then applied for, when duly executed, delivered, and authenticated by the Trustee, will be valid and legal special obligations in accordance with their terms and will be secured by the Indenture with all Participation Certificates at the time outstanding hereunder.**

**When the foregoing documents have been duly filed and the Additional Participation Certificates have been executed, the Trustee shall deliver them to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the aggregate purchase price provided in the supplemental indenture referred to in numbered paragraph 2 above of this Section, and accrued interest to the date of delivery.**

**The proceeds of the sale of the Additional Participation Certificates shall be used solely for the purpose of paying costs for which such Additional Participation Certificates shall have been issued.**

**(End of Article II)**

## ARTICLE III

### REDEMPTION OF PARTICIPATION CERTIFICATES

**SECTION 3.01. Privilege of Redemption and Redemption Price.** The Participation Certificates shall be subject to redemption prior to maturity at such times, to the extent and in the manner provided in this Indenture.

**SECTION 3.02. Redemption.** Upon notice from the School with respect to its election to purchase the Project at the purchase price specified in the Lease, the Trustee shall direct the redemption of all of the redeemable Participation Certificates on such date as the Trustee shall determine at the redemption prices set forth in Section 1.03 hereof or in the supplemental indenture, whichever is applicable.

In the event that Additional Participation Certificates are issued to refund Outstanding Participation Certificates pursuant to the terms of Section 1.10 hereof, the Trustee shall direct the redemption of the Outstanding Participation Certificates to be redeemed at the redemption prices set forth in Section 1.03 hereof or in the supplemental indenture, whichever is applicable.

**SECTION 3.03. Mandatory Sinking Fund.** The Participation Certificates are subject to mandatory sinking fund redemption as may be provided in Section 1.03 and any supplemental indenture pursuant to which such Participation Certificates are issued.

**SECTION 3.04. Notice of Redemption.** When the Trustee shall receive notice from the School with respect to its election to purchase the Project at the purchase price specified in the Lease or in the event of refinancing pursuant to Section 1.10 hereof, the Trustee shall give notice of redemption which notice shall specify the designation of such Participation Certificates (or portions thereof) to be redeemed, the redemption date and the place where amounts due upon such redemption will be payable and the letters and numbers or other distinguishing marks of such Participation Certificates to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each such Participation Certificate to be redeemed the principal thereof, and the redemption premium, if any, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue. Such notice shall be given in the manner provided in Section 1.03 of this Indenture.

**SECTION 3.05. Payment of Redeemed Participation Certificates.** Notice having been given in the manner provided in Section 3.04 hereof, the Participation Certificates so called for redemption shall become due and payable on the redemption date so designated at the redemption price and, upon presentation and surrender thereof at the place specified in such notice, such Participation Certificates shall be paid at the redemption price. If, on the redemption date, moneys for the redemption of all such Participation Certificates to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date such Participation Certificates so called for redemption shall cease to bear interest, and said Participation Certificates shall no longer be considered as outstanding hereunder. If said moneys shall not be so available on the redemption date, such Participation Certificates shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

(End of Article III)

## ARTICLE IV

### FURTHER PROVISIONS AS TO FUNDS AND PAYMENTS

**SECTION 4.01. Provision for Payment.** There is hereby authorized and directed the withdrawal of sufficient funds from the Construction Fund and Certificate Fund to pay the principal of and premium, if any, and interest on the Participation Certificates as the same become due and payable, for the purposes of paying said principal, premium, if any, and interest, which authorization and direction the Trustee hereby accepts.

**SECTION 4.02. Non-Presentment of Participation Certificates.** In the event any Participation Certificate shall not be presented for payment when the principal thereof becomes due, either at maturity, at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay such Participation Certificate shall have been made available to the Trustee for the benefit of the holder or holders thereof, all liability of the School for the payment of rentals under the Lease, to the extent that such moneys have been received from the School under the Lease, shall thereupon cease and be completely discharged, and it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the holder of such Participation Certificate, 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, said Participation Certificate; provided that any funds which shall be so held by the Trustee and which remain unclaimed by the holder of the Participation Certificate not presented for payment for a period of five (5) years after the date on which such Participation Certificate shall have become payable, shall upon request in writing by the School be paid to the School and thereafter the holder of such Participation Certificate shall look only to the School for payment and then only to the amounts so received without any interest thereon and the Trustee shall have no responsibility with respect to such moneys.

**SECTION 4.03. Trustee's Fees, Charges and Expenses.** The Trustee shall be entitled to reasonable fees and charges of the Trustee for all Ordinary Services and Ordinary Expenses under this Indenture. The Trustee acknowledges receipt of payment for all Ordinary Services and Ordinary Expenses to be performed in connection with the authorization, issuance, delivery and payment of the Series 1988 Participation Certificates. The Trustee shall be entitled to reasonable fees and charges of the Trustee for necessary Extraordinary Services and Extraordinary Expenses under this Indenture, provided, that either the Building Corporation or the holders of at least 25% in aggregate principal amount of Participation Certificates then outstanding may, without creating a default hereunder, contest in good faith the necessity for any such Extraordinary Services and Extraordinary Expenses and the reasonableness of any such fees, charges or expenses. Amounts equal to the necessary Extraordinary Services and Extraordinary Expenses of the Trustee under this Indenture shall be withdrawn by the Trustee from the Construction Fund or from the investment income in the Certificate Fund in payment of such Extraordinary Services and Extraordinary Expenses; provided, however, that in the event the amount of money in the Construction Fund and the investment income in the Certificate Fund are insufficient to satisfy in full the amount due with respect to such Extraordinary Services and Extraordinary Expenses, then the amount unsatisfied shall be cumulated and paid in succeeding years from the balance remaining in the Certificate Fund after first having paid all principal of and premium, if any, and interest on the Participation Certificates which is then next due and payable.

**SECTION 4.04. Moneys to be Held in Trust.** All moneys required to be deposited with or paid to the Trustee for account of the Certificate Fund, or any other fund or account, under any provision of this Indenture shall be held by the Trustee in trust, and except for moneys deposited in the Rebate Fund and moneys deposited with or paid to the Trustee for the redemption of Participation Certificates, notice of the redemption of which has been duly given, shall, while held by the Trustee, be subject to the lien hereof.

**SECTION 4.05. Conditional Assignment of Construction Contracts, Performance Bonds and Title Insurance.** The Building Corporation hereby conditionally sells, assigns, transfers and sets over unto the Trustee all of the Building Corporation's interest in the Construction Contracts referred to in Section 1.09(j) hereof and the Performance Bonds under the Construction Contracts, copies of which Construction Contracts and Performance Bonds have been furnished by the Building Corporation to the Trustee. This assignment is to become operative only upon an Event of Default under this Indenture or upon completion of the Project.

The Building Corporation has secured from Chicago Title Insurance Company a commitment for an ALTA Owners policy for title insurance in the amount of \$6,560,000 in order to insure title to the real estate on which the Project will be located in the Building Corporation and the Trustee, as their interests may appear. The Building Corporation hereby irrevocably assigns to the Trustee all of its right, title and interest to any of the proceeds arising under the final title insurance policy to be issued in the amount of \$6,560,000 by Chicago Title Insurance Company pursuant to said commitment (the "Title Insurance Policy"). The Building Corporation hereby assigns to the Trustee all its right, title and interest in the property and public liability insurance required to be maintained by it pursuant to this Indenture and required to be maintained by the School under the Lease.

**SECTION 4.06. Repayment to the School from the Certificate Fund.** Except as provided in Section 4.02 of this Indenture, any amounts remaining in the Certificate Fund, after all of the Participation Certificates shall be deemed to have been paid and discharged under the provisions of this Indenture and the fees, charges and expenses of the Trustee and all other amounts required to be paid under this Indenture shall have been paid, shall be paid to the School upon the expiration or sooner termination of the Lease.

**SECTION 4.07. Rebate Fund.** There is hereby created and ordered maintained as a separate account in the custody of the Trustee a trust fund to be designated "Rebate Fund." On December 15 of each year, the Trustee shall cause to be made a calculation of the amount of investment earnings which must be rebated to the United States Treasury in order to preserve the exclusion of interest on the Participation Certificates from gross income of the holders (the "rebate amount"). The Trustee shall transfer moneys equal to such rebate amount, if any, to the Rebate Fund from moneys on deposit, as of the date of calculation, in the Construction Fund and Certificate Fund, in that order; provided, however, that no transfer shall be made from the Certificate Fund if such transfer would cause a default in the payment of principal of or interest on any Participation Certificate.

All investment income received on moneys deposited in the Rebate Fund shall be kept as part of the Rebate Fund and added to the rebate amount. The Trustee agrees and covenants to rebate to the United States Treasury the minimum percentage of the rebate

amount at the minimum required intervals necessary to preserve the exclusion of interest on the Participation Certificates from gross income of the Certificate holders. In making or causing to be made the calculations required by the Section, the Trustee may rely upon the advice of nationally recognized bond counsel as to the methodology of the calculation and such counsel or an accountant or firm of accountants as to the accuracy of the calculations. The fees and expenses incurred by the Trustee in making or causing to be made the calculation may be charged to the Construction Fund and Certificate Fund as an Extraordinary Service or Extraordinary Expense.

(End of Article IV)

## ARTICLE V

### FURTHER PROVISIONS AS TO CERTIFICATE FUND, CONSTRUCTION FUND, REBATE FUND AND PROJECT

**SECTION 5.01. Disbursement from the Construction Fund.** The Trustee is authorized and directed to make disbursements from the Construction Fund for the following purposes:

(a) Payment or reimbursement of expenses incurred in obtaining insurance or bonds for the purpose of providing for timely payment of rent under the Lease; provided that payment for the foregoing shall be made only upon receipt by the Trustee of a statement therefor approved in writing by the Building Corporation.

(b) Payment for labor, services and materials used or furnished in site improvement and in the construction of the Project, all as provided in the specifications therefor; for the cost of the construction, acquisition and installation of utility services for the Project, and all real and personal property deemed necessary in connection with the Project; and for the miscellaneous expenses incidental to any of the foregoing including the premium on each surety bond, if any.

(c) Payment of the fees, if any, for architectural, legal, financial, engineering and supervisory services with respect to the Project or the financing thereof.

(d) Payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project.

(e) Payment or reimbursement of any other costs and expenses relating to the Project, excluding Project Equipment, that may be approved as provided herein; provided that nothing in this Indenture permits, or shall be deemed to permit, the expenditure of any moneys in the Construction Fund for, or in reimbursement of payments made for, any item which is not a budgeted or authorized cost related to the Project.

(f) Payment for Project Equipment to the extent that such Project Equipment has been budgeted for or to the extent that the Architect has certified, prior to the completion of the Project, that there are excess funds in the Construction Fund that will not be needed for the completion of the Project.

(g) Transfer to the Rebate Fund an amount equal to the rebate amount calculated pursuant to Section 4.07 hereof.

(h) Payment of interest due on Participation Certificates during construction of the Project.

(i) Redemption of Participation Certificates.

(j) All moneys in the Construction Fund (including moneys held in the Interest Account and moneys earned pursuant to the provisions of Section 1.08 hereof) remaining after the completion of the Project, payment in full of the costs of construction of the Project and all other items provided for in the preceding subsections (a) to (h), inclusive, of this Section then due and payable, and provision for payment of costs of construction of the Project and all other items provided for in preceding subsections (a) to (h), shall at the direction of the School (i) be used only for acquisition of equipment or for additional construction or maintenance and repair of the Project made within twelve months after the Completion Date, or (ii) be deposited by the Trustee in the Certificate Fund to reduce the next immediately succeeding rental payment or payments to become due under the Lease. Twelve months after the Completion Date, all moneys in the Construction Fund for which commitments have not been made for acquisition or construction shall be deposited by the Trustee in the Certificate Fund to reduce the next immediately succeeding rental payment or payments to become due under the Lease.

Each of the payments referred to in the preceding subsections (b) and (e) of this Section shall be made only upon a written order signed by the Architect, and approved by the Lessor Representative. Such approvals shall not be unreasonably withheld. Before any of the foregoing payments may be made, the Architect, the Lessee Representative and the Contractor (the "Contractor") shall certify with respect to each such payment that the Contractor is entitled to the payment of the amount certified in such written order. In the case of any contract providing for the retention of a portion of the contract price, there shall be paid from the Construction Fund only the net amount remaining after deduction of any such portion. Prior to making final payment to any Contractor from the Construction Fund, the Trustee shall receive evidence satisfactory to it that all materialmen and subcontractors have received payment in full with respect to the work and material for which payment from the Construction Fund is requested. Payments referred to in the preceding subsections (a), (c) and (d) of this Section shall be made upon a written order signed by the Lessor Representative. Payments referred to in the subsection (f) of this Section shall be made upon a written order signed by the Lessor Representative and the Lessee Representative. Payments referred to in the preceding subsections (g) and (h) shall be made by the Trustee without further instructions or authorization.

**SECTION 5.02. Covenants and Agreements of the Building Corporation. The Building Corporation covenants and agrees as follows:**

(a) The Building Corporation will cause the acquisition of the real estate described in Exhibit A and the construction of the Project on said land in accordance with the plans and specifications, and the substantial completion of such construction, with all reasonable dispatch, in strict accordance with the plans and specifications and the laws, rules, regulations and requirements of all governmental authorities having jurisdiction thereof.

(b) The Building Corporation will file the plans and specifications with, and obtain all necessary approvals from, all governmental authorities having jurisdiction thereof; obtain the prior written approval of the Trustee to any amendments, changes or modifications of the plans and specifications; file all such amendments, changes or modifications of the plans and specifications with, and obtain all

to the terms of this Indenture to be kept, performed and observed, and if there shall be paid or caused to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

And it is expressly declared that all Participation Certificates issued and secured hereunder are to be issued, executed and delivered and all said rentals, revenues and other income, charges, moneys, rights, titles and interests hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes provided in this Indenture and it is agreed and covenanted, with the respective owners, from time to time, of the said Participation Certificates as follows:

necessary approvals from, all such governmental authorities; and obtain all necessary building permits and promptly deliver true copies thereof to the Trustee.

(c) The Building Corporation will permit the Trustee and parties named by the Trustee to enter upon and inspect the Project at all reasonable times and examine all detailed plans, shop drawings, specifications and other books and records relating thereto, and correct promptly any objections brought to its attention by the Trustee.

(d) The Building Corporation will not consent to, permit or in any way authorize the Lease to be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee and the Original Purchaser, and it shall do all things on its part necessary to maintain the Lease in effect in accordance with the terms thereof and will take all actions necessary to enforce its rights under the Lease, including actions at law or in equity, as may be appropriate.

(e) The Building Corporation will promptly pay or cause to be paid when due all taxes, liens, judgments, assessments, charges, fines or other impositions now or hereafter levied against or owing with respect to the Project, and will promptly deliver to the Trustee, at its request, the official receipt or receipts evidencing such payments.

(f) The Building Corporation shall execute, acknowledge when appropriate, and deliver from time to time at the request of the Trustee such other instruments and documents as, in the opinion of the Trustee, are necessary or desirable to confirm such obligations as the Building Corporation may have under this Agreement.

**SECTION 5.03. Insurance.** The Building Corporation covenants that it will carry or will cause other persons to carry for its benefit the following kinds of insurance:

(a) During construction:

(i) Builder's risk insurance in the amount of one hundred percent (100%) of the insurable value of the Project against physical loss or damage thereto, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type. Such insurance shall be carried in completed value form.

(ii) Bodily injury and property damage insurance naming the Building Corporation as an insured against claims for damages for bodily injury, including accidental death, as well as claims for property damages which may arise from such construction. Such insurance shall be carried for not less than the following limits of liability for the policies indicated:

Combined bodily injury insurance, including accidental death, and property damage insurance in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence; or, in the alternative,

Bodily injury insurance in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one (1) person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one (1) accident; and

Property damage insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of any one (1) accident and in an amount not less than Five Hundred Thousand Dollars (\$500,000) in the aggregate during each policy period, each of which shall be not longer than one (1) year.

(iii) The Building Corporation further covenants that all contracts for the construction of said school buildings will or do require the contractor to carry such insurance as will protect the contractor from liability under the Indiana Workmen's Compensation and Workmen's Occupational Diseases Acts. Certificates of the insurance coverage required under Subsection (b) of this section and the preceding sentence shall be furnished to the Trustee.

(b) After construction:

(i) Insurance on the mortgaged property against physical loss or damage thereto, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, which insurance shall be in an amount equal to one hundred five percent (105%) of the full replacement cost of the mortgaged property as certified by a registered architect, a registered engineer, or a professional appraisal engineer selected by the Corporation with the approval of the Trustee, on the effective date of such insurance and on or before April 1 of each year thereafter (such appraisal may be based on a recognized index of conversion factors); and

(ii) Rent or rental value insurance in an amount equal to the full rental value of the mortgaged property for a period of two (2) years against physical loss or damage of the type insured against under Section 6.02(a) above.

(c) Such insurance policies shall be maintained in good and responsible insurance companies satisfactory to the Trustee, and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana. A copy of such policies, together with a certificate of the Insurance Commissioner certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they have signed, shall be furnished to the Trustee.

The insurance policies required herein shall be for the benefit, as their interests shall appear, of the Trustee, the Building Corporation, and other persons having an insurable interest in the insured property. Such policies shall clearly indicate that any proceeds under the policies relative to the mortgaged property shall be payable to the Trustee, and the Trustee is hereby authorized to demand, collect and receipt for and recover any and all insurance moneys which may become due and payable under any of said policies of insurance and to prosecute all necessary actions in the courts to recover any such insurance moneys. The Trustee may, however, accept any settlement or adjustment which the officers of the Building Corporation may deem it advisable to make with the insurance companies.

(d) The proceeds of such insurance received by the Trustee shall be applied to the repair, replacement or reconstruction of the damaged or destroyed property. Such proceeds shall be held and disbursed by the Trustee in the manner and upon the showings provided for in Section 5.01 hereof, except that the Trustee may release such proceeds, or a part thereof, upon a showing satisfactory to the Trustee that repairs have been made and paid for or that repair, replacement or reconstruction is unwise or can not be accomplished with such insurance proceeds.

Notwithstanding this Section 5.03, if, at any time, the mortgaged property is totally or substantially destroyed and the amount of insurance money received on account thereof by the Trustee is sufficient to redeem all of the then outstanding Participation Certificates hereunder and such Participation Certificates are then subject to redemption, the Building Corporation, with the written approval of the Lessee of such property, may direct the Trustee to deposit said moneys into the Certificate Fund and to use said moneys for the purpose of calling for redemption all of the Participation Certificates issued and then outstanding under this Indenture at the then current redemption price.

**SECTION 5.04. Records of Certificate Fund, Construction Fund and Rebate Fund.** The Trustee shall cause to be kept and maintained adequate records pertaining to the Certificate Fund, the Construction Fund and the Rebate Fund and all disbursements therefrom, and the Trustee shall, if requested by the School, the Building Corporation or the Original Purchaser, file an accounting thereof with the School, the Building Corporation and the Original Purchaser.

**SECTION 5.05. Completion of Project.** Occurrence of the Completion Date shall be evidenced by the filing with the Trustee of a certificate of the Lessor Representative. Upon completion of the Project or upon an Event of Default hereunder, the Warranty Deed conveying the Project to the Trustee and the Assignment of Lease to the Trustee shall be released by the Trustee from escrow and duly recorded in the County Recorder's office wherein the Lease was recorded.

(End of Article V)

## ARTICLE VI

### LEASE PROVISIONS

**SECTION 6.01. Option to Purchase.** Under the terms of the Lease, the School has an option to purchase the Project at any time at the price and under the terms set forth in the Lease.

**SECTION 6.02. Automatic Conveyance of Project.** Under the terms of the Lease, if the School does not exercise its option to purchase the Project, then upon full discharge and performance of the School's obligations under the Lease, the Project becomes the absolute property of the School and the Trustee shall, at the School's request, execute and deliver to the School the instruments necessary to convey to the School such title to the Project as the Trustee may have, all in accordance with the terms of the Lease.

**SECTION 6.03. Renewal.** Under the terms of the Lease, the School is granted the option to renew the Lease and the Trustee agrees that upon receipt of the written notice of such renewal the Lease shall be renewed in accordance with the Lease.

(End of Article VI)

## ARTICLE VII

### POSSESSION, USE AND PARTIAL RELEASE OF PROJECT PROPERTY

**SECTION 7.01. Subordination to Rights of School.** This Indenture and the rights and privileges hereunder of the Trustee and the Certificate holders are specifically made subject and subordinate to the rights and privileges of the School set forth in the Lease. The School shall be suffered and permitted to possess, use and enjoy the Project so as to carry out its obligations under the Lease.

**SECTION 7.02. Granting of Easements.** The Trustee, at the request of the School, may grant or release easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to the Project, which the Trustee determines are necessary or desirable for the use of the Project and which will not result in any reduction of rent payable under the Lease to the Trustee. Any consideration paid for such grant or release shall be prorated between the School and the Trustee as their interests may appear and any amounts received by the Trustee under this Section shall be deposited in the Certificate Fund. The Trustee shall, upon request of the School, certify that the rights or privileges so granted or released are no longer part of the Project for purposes of this Indenture.

(End of Article VII)

ARTICLE VIII  
DEFEASANCE

**SECTION 8.01. Partial Release of Indenture.** If, prior to the last maturity date of any Outstanding Participation Certificates or prior to the redemption date if Participation Certificates have been called for redemption, the Trustee shall hold sufficient funds as described in the next succeeding paragraph of this Section 8.01 and there shall have been paid all fees and charges of the Trustee due or to become due through the date on which the Participation Certificates are to be retired (whether at maturity or by redemption), then the lien of this Indenture shall thereafter be imposed only on the moneys and direct obligations of the United States held by the Trustee pursuant to this Section 8.01 and payment of the principal of and premium, if any, and interest on those Outstanding Participation Certificates shall be made solely from said moneys and direct obligations of the United States and the holders of those Participation Certificates shall not be entitled to enforce payment of any principal of or premium or interest on those Participation Certificates from any other source.

Within the meaning of the preceding paragraph, sufficient funds are held:

(a) if the Trustee shall hold, in trust for and irrevocably committed to the payment of the principal of and premium, if any, and interest on the Participation Certificates, sufficient moneys, or

(b) if the Trustee shall hold, in trust for and irrevocably committed to the payment of the principal of and premium, if any, and interest on the Participation Certificates, noncallable direct obligations of the United States certified by an independent public accounting firm of national reputation to be of such maturities and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (likewise to be held in trust and committed, except as hereinafter provided), be sufficient together with moneys referred to in subsection (a) above,

for the payment, at their maturity or redemption date, of the principal of the Participation Certificates together with the redemption premium, if any, and interest accrued to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date then to the date of the tender of such payment; provided, that if any Participation Certificates are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been duly made for the giving of such notice. Any moneys held in accordance with the provisions of this Section shall be invested only in direct obligations of the United States the maturities or redemption dates of which, at the option of the holder, shall coincide as nearly as practicable with, but not later than, the time or times at which said moneys will be required for the aforesaid purposes. Any income or interest earned by, or increment to, the investments held under this Section shall, to the extent not required for the purposes of this Section, be transferred to the Certificate Fund.

**SECTION 8.02. Release of Indenture and Payment of Participation Certificates.** When (a) all of the Participation Certificates shall have matured according to their terms or have been called for redemption and the date set for such redemption has occurred and all Participation Certificates presented have been redeemed, (b) all of the Participation Certificates appertaining thereto have been paid and discharged or the Trustee holds sufficient moneys together with any amounts held pursuant to Section 4.02 hereof for the payment of any Participation Certificates not surrendered on their maturity date or redemption date, and (c) there shall have been paid all fees and charges of the Trustee due, then this Indenture shall cease, determine and become null and void, and thereupon the Trustee shall release this Indenture including the cancellation and discharge of the lien hereof, and execute and deliver such instruments in writing as shall be requisite to satisfy the lien hereof and to enter on the records such satisfaction and discharge as may be reasonably required, and, if the School has exercised its option to purchase the Project or has fully discharged and performed its obligations under the Lease, the Trustee shall assign and deliver to the School any property at the time subject to the lien of this Indenture which may then be in its possession, except such cash and investments as are held by the Trustee for the payment of principal, interest and premium, if any, on retirement of the Participation Certificates.

(End of Article VIII)

## ARTICLE IX

### DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND CERTIFICATE HOLDERS

**SECTION 9.01. Defaults; Events of Default.** If any of the following events occur, subject to the provisions of Section 9.10 hereof, it is hereby defined as and declared to be and to constitute an "event of default":

(a) Default in the payment of any interest on any Participation Certificates when and as the same shall have become due;

(b) Default in the payment of the principal of or any premium on any Participation Certificate when and as the same shall become due, whether at the stated maturity thereof, or by call for redemption;

(c) Failure by the School to insure the Project, to the extent and in the manner required by the terms of the Lease;

(d) Default in the performance or observance of any other of the covenants, agreements or conditions included in this Indenture or in the Participation Certificates which default shall continue unremedied for a period of thirty (30) days after written notice thereof has been sent by the Trustee to the Building Corporation or a default on the part of the School under the Lease, other than as described in clause (c) above, which default shall continue unremedied for a period of thirty (30) days after written notice thereof has been sent by the Trustee to the School; or

(e) If any representation, warranty or statement made by the Building Corporation herein or otherwise in writing in connection herewith, or in any certificate or statement signed by an officer of the Building Corporation and furnished pursuant to any provision of this Indenture, shall be breached or shall prove to be untrue in any material respect on the date as of which made; or

(f) Ejection of the School from the Project and the use and occupancy thereof by reason of a defect in title to the Project; or

(g) Default in the performance of any obligation or in the observance of any covenant imposed on the Building Corporation under the Lease; or

(h) Termination by the Building Corporation of any or all of its Construction Contracts without the prior written consent of the Trustee, or the Building Corporation does not construct the Project on the land described in Exhibit A in accordance with requirements of any governmental authorities having jurisdiction, or the construction of the Project on the land described in Exhibit A is at any time discontinued or not carried on with reasonable dispatch in the judgment of the Trustee; or

(i) The assignment of any rights under this Indenture or any interest therein by the Building Corporation or the conveyance or encumbrance in any way of the Project by the Building Corporation without the written consent of the Trustee; or

(j) The filing of a petition in bankruptcy by or against the Building Corporation, or the appointment of a receiver or trustee of the property of the Building Corporation, or the filing by the Building Corporation of a petition for reorganization under any of the provisions of the bankruptcy laws or of any other law, state or federal, or the making of an assignment by the Building Corporation for the benefit of creditors, or the adjudgment of the Building Corporation as insolvent by any state or federal court of competent jurisdiction; or

(k) The refusal of the Building Corporation to permit the Trustee or its representatives to enter upon and inspect the Project at all reasonable times or the failure of the Building Corporation to correct promptly any objection brought to its attention by the Trustee, or the failure by the Building Corporation to comply with any requirement of any governmental authority having jurisdiction within thirty days after notice in writing of such requirements has been given to the Building Corporation; or

(l) The legal documents, evidence of title, title policy or survey are subject to objections or encumbrances other than those mentioned in this Indenture or are in form not satisfactory to the Trustee.

The term "default" shall mean default in the performance or observance of any of the covenants, agreements or conditions contained in this Indenture or in the Participation Certificates or default on the part of the School under the Lease, exclusive of any period of grace required to constitute a default an "event of default" as hereinabove provided. If a default shall occur under the provisions of this Section, the Trustee shall immediately give written notice of such default to the School and the Original Purchaser.

**SECTION 9.02. Surrender of Possession of Project; Rights and Duties of Trustee in Possession.** Under the terms of the Lease, upon the failure of the School to pay rentals as due or upon the occurrence of an event of default under the Lease and the continuance of such default for a period of ninety (90) days after written notice to correct such default, the School, upon demand of the Trustee, as lessor, shall forthwith surrender the possession of the Project. Thereafter, it shall be lawful for, and the Trustee agrees to, take possession of all or any part of the Project, and to hold and manage the same, and from time to time to make all needful repairs and improvements as by the Trustee shall be deemed wise; and the Trustee may lease the Project or any part thereof in its name and collect, receive and sequester the rentals, revenues and other income, charges and moneys, therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder, and any taxes and assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions of Section 9.06 hereof. Whenever all that is due upon the Participation Certificates shall have been paid and all defaults made good, the Trustee shall surrender possession to the School, its successors or assigns; the same right of entry, however, to exist upon any subsequent event of default.

While in possession of such property the Trustee shall render annually to the School and the Original Purchaser and also to the holders of all Participation Certificates at their addresses shown on the registration books maintained by the Trustee pursuant to Section 2.03 of this Indenture, a summarized statement of income and expenditures in connection therewith.

**SECTION 9.03. Other Remedies; Rights of Certificate Holders.** Upon the occurrence of an event of default the Trustee may, as an alternative, either after entry or without entry, pursue any available remedy to enforce the payment of the principal of and premium, if any, and interest on the Participation Certificates then outstanding or of compliance with any other obligation or requirement of this Indenture.

Upon the occurrence of an event of default prior to July 12, 1990, the Trustee shall release from escrow and record the Warranty Deed and the Assignment of Lease pursuant to Section 4.05 hereof and, as assignee of the Building Corporation's rights under the Construction Contracts and Performance Bonds, may enforce each and every right granted to the Building Corporation under such documents.

If the School should default in its payment of rent under the Lease to the Trustee, the Trustee shall immediately demand such payment from the State Treasurer pursuant to I.C. 20-5-4-10. If the Trustee should fail to make such demand within fifteen business days after default in payment of such rent, then any Certificate holder is hereby authorized to make such demand in the name of the Trustee. Any Certificate holder making such demand shall notify the Trustee in writing at least five business days before such demand is made. Any other Certificate holder may join in making such demand. All Certificate holders making such demand, or their representatives, shall constitute a committee acting in the name of of the Trustee. All action by such committee shall be taken pursuant to authorization by the holders of a majority of the aggregate principal amount of outstanding Participation Certificates held by members of such committee. Holders of a majority of the aggregate principal amount of outstanding Participation Certificates, whether or not members of such committee, may at any time rescind any action taken by such committee or dissolve such committee and appoint a new committee. All payments made pursuant to demand shall be paid directly to the Trustee and distributed by the Trustee pursuant to the provisions of this Indenture. The committee shall be entitled to reimbursement for its reasonable costs and expenses in acting to make the aforesaid demand prior to the Trustee making distribution of any money received.

If an event of default shall have occurred, and if requested so to do by the holders of at least twenty-five percent in aggregate principal amount of Participation Certificates then outstanding, and indemnified as provided in Section 10.01 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section and by Section 9.03 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the holders or owners of the Participation Certificates.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the holder or owners of the Participation Certificates) 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 the Trustee or to the holders or owners of the Participation Certificates hereunder or now or hereafter existing.

## ARTICLE I

### GENERAL PROVISIONS

**SECTION 1.01. Authorization of the Series 1988 Participation Certificates.** The Trustee is hereby authorized and directed to prepare, execute and deliver \$6,560,000 Tri-Creek School Corporation Participation Certificates, Series 1988, evidencing fractionalized interests of the Trustee in rentals and other moneys payable to it under the provisions of the Lease.

**SECTION 1.02. Definitions.** In addition to the words and terms elsewhere defined in this Indenture, certain words and terms as used in this Indenture shall have the meanings given to them by the definitions and descriptions in this Article I unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined. Those words and terms not specifically defined herein and used in this Indenture as defined words or terms shall have the meanings set forth in the Lease:

"Additional Participation Certificates" means Participation Certificates issued pursuant to Section 1.10 of this Indenture.

"Architect" means Fanning/Howey Associates, Inc.

"Building Corporation" means Tri-Creek Bldg. Corp. and its lawful successors and assigns, including any surviving, resulting or transferee corporation.

"Certificate Fund" means the fund created in Section 1.07 hereof.

"Certificate holder" or "holder" means the registered owner of any Participation Certificate as the names appear on the registration books maintained by the Trustee.

"Completion Date" means the date on which construction of the Project is completed as endorsed on the Lease.

"Construction Fund" means the fund created in Section 1.06 hereof.

"Eligible Investments" means as to the Certificate Fund and the Construction Fund (i) obligations issued or guaranteed by the United States of America or any instrumentality thereof including Federal Farm Credit Banks and Federal Home Loan Banks, (ii) certificates of deposit issued by any savings and loan association, bank or trust company, including the Trustee or any bank which is a member of the same holding company as the Trustee, organized under the laws of the United States or any state thereof, with a capital and surplus of at least \$25,000,000, which certificates of deposit are fully insured by FDIC or FSLIC (whichever is appropriate), (iii) money market funds the assets of which consist of obligations of the type specified in (i) or (ii) above and which funds are rated "Am" or "Am-G" or higher by Standard & Poor's Corporation; and (iv) mutual funds or trust funds the assets of which consist of obligations of the type specified in (i) or (ii) above and which funds are rated "A" or better by Standard & Poor's Corporation.

"Extraordinary Services" and "Extraordinary Expenses" means all services rendered

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 event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the holders or owners of the Participation Certificates, shall extend or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

In exercising its rights given the Trustee under this Article IX, the Trustee shall take such action as, in the judgment of the Trustee, applying the standards described in Section 10.01 hereof, would best serve the interests of the holders of the Participation Certificates.

**SECTION 9.04. Right of Certificate Holders to Direct Proceedings.** Anything in this Indenture to the contrary notwithstanding, the holders of a majority in aggregate principal amount of Participation Certificates then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the 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 9.05. 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 the Trustee and of the holders or owners of Participation Certificates under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Project and of the rentals, revenues, and other income, charges and moneys therefrom, pending such proceedings, with such power as the court making such appointment shall confer.

**SECTION 9.06. Application of Moneys.** All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Certificate Fund and all moneys in the Certificate Fund shall be applied as follows:

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

First--To the payment of the persons entitled thereto of all installments of interest then due on the Participation Certificates, 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 installment, of the persons entitled thereto, without any discrimination or privilege; and

Second--To the payment of the persons entitled thereto of the unpaid principal of any of the Participation Certificates which shall have become due (other than Participation Certificates previously called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Participation Certificates from the respective dates upon which they become due and if the amount available shall not be sufficient to pay in full all Participation Certificates 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 person entitled thereto without any discrimination or privilege.

(b) If the principal of all the Participation Certificates 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 Participation Certificates, without preference or priority of principal over interest or of interest over principal, or of any installment of interest or of 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 Participation Certificate over any other Participation Certificate, ratably, according to the amount due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application in the future. Whenever the 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, and for which moneys are available, shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any Participation Certificate until such Participation Certificate shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Participation Certifications and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee and Paying Agents have been paid, any balance remaining in the Certificate Fund shall be paid to the School as provided in Section 4.06 hereof.

**SECTION 9.07. Remedies Vested in Trustee.** All rights of action (including the right to file proof of claims) under this Indenture or under any of the Participation Certificates may be enforced by the Trustee without the possession of any of the Participation Certificates or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holder of the Participation Certificates, and any recovery of judgment shall be for the ratable benefit of the holders of the outstanding Participation Certificates.

**SECTION 9.08. Rights and Remedies of Certificate Holders.** No holder of any Participation Certificate shall have any right to institute any suit, action or proceeding for the enforcement of this Indenture 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 subsection (g) of Section 10.01, 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 at least twenty-five percent in the aggregate principal amount of Participation Certificates then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.01 nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his or their own name or names; and such notification, request and offer of indemnity are hereby declared in every case at the option of the 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 Participation Certificates 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 proceedings shall be instituted, had and maintained in the manner herein provided and for the ratable benefit of the holders and owners of all Participation Certificates then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Certificate holder to enforce the payment of the principal of and interest on any Participation Certificate at and after the maturity thereof, or the obligation of the Trustee to pay the principal of and premium, if any, and interest on each of the Participation Certificates issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Participation Certificates expressed.

**SECTION 9.09. Termination of Proceedings.** In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry 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 the School, the Building Corporation and the Trustee shall be restored to their former positions and rights hereunder and under the Lease with respect to the Project, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**SECTION 9.10. Waivers of Events of Default.** The Trustee may in 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 at least (1) two-thirds in aggregate principal amount of all the Participation Certificates then outstanding in respect of which default in the payment of principal and/or interest exists, or (2) two-thirds in principal amount of all Participation Certificates then outstanding in 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 Participation Certificates at the date of maturity specified therein or (b) any default in the payment when due of the interest on any such Participation Certificates and there shall be no rescission of a declaration of maturity unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Participation Certificates in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee, in connection with such default, shall have been paid or provided

for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the School, the Building Corporation, the Trustee and the Certificate holders 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.

(End of Article IX)

## ARTICLE X

### THE TRUSTEE

**SECTION 10.01. Trustee's Acceptance and Responsibilities.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as an ordinarily prudent trustee under a trust agreement, but only upon and subject to the following express terms and conditions:

(a) The 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 all matters of trusts hereof and 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. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the School, the Building Corporation or the Original Purchaser), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein or in the Participation Certificates, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Building Corporation of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Participation Certificates issued hereunder or intended to be secured hereby, or for the value or title of the Project or as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the Project pursuant to any provision of this Indenture it shall use due diligence in preserving such property, and the 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 the School under the Lease in connection with the matters referred to in subsections (e) and (f) of Section 1.08 hereof, except as hereinafter set forth.

(c) The Trustee shall not be accountable for the use of any Participation Certificates executed or delivered hereunder. The Trustee may become the owner of Participation Certificates secured hereby with the same rights which it would have if not Trustee.

(d) The 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 the 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 Participation Certificates, shall be conclusive and binding upon all future owners of the same Participation Certificate and upon Participation Certificates issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the School by an authorized officer thereof as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection 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 assume such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except events of default defined in Subsections 9.01(a) and (b) of this Indenture, unless the Trustee shall be specifically notified in writing of such default by the School, the Building Corporation, the Original Purchaser or the holders of at least twenty-five percent in aggregate principal amount of Participation Certificates then outstanding, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the real and tangible personal property as in this Indenture provided.

(i) At any and all reasonable times the Building Corporation, the Original Purchaser, or the holders of twenty-five percent of the principal amount of the Participation Certificates then outstanding, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect fully any and all of the Trustee's books, papers and records pertaining to the Project, and to take such memoranda from and in regard thereto as may be desired.

(j) The 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 contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the execution of any Participation Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the preview of this Indenture, 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 the Trustee deemed desirable for the purpose of establishing the right to the execution of any Participation Certificates, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking action under Article IX hereof, the 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 by reason of any action so taken.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which there were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

**SECTION 10.02. Fees, Charges and Expenses of Trustee.** Except with respect to the Participation Certificates for which the Trustee has received and acknowledged receipt of payment for all Ordinary Services and Ordinance Expenses, the Trustee shall, as provided in Section 4.03 hereof, be entitled to payment for reasonable fees for its Ordinary Services rendered hereunder and all advances, counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services. In the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the neglect or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee acknowledges payment for the reasonable fees and charges of the Trustee, as Paying Agent. Payment or reimbursement made under this Section for Extraordinary Services or Extraordinary Expenses shall not be made if the payment or reimbursement would make it impossible for any future payments of principal of and premium, if any, and interest on the Participation Certificates to be made from the Certificate Fund. The Trustee has been furnished a schedule of the unencumbered balances required to be on deposit in the Certificate Fund on January 15 and July 15 of each year in order to meet future payments of principal of and premium, if any, and interest on the Series 1988 Participation Certificates.

**SECTION 10.03. Notice to Certificate Holders if Default Occurs.** If a default occurs of which the Trustee is by subsection (g) of Section 10.01 hereof required to take notice or if notice of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by first class, postage prepaid mail to the holders of all Participation Certificates then outstanding as shown by the registration books maintained by the Trustee pursuant to Section 2.03 of this Indenture.

**SECTION 10.04. Intervention by Trustee.** In any judicial proceeding to which the School is a party and which in the opinion of the Trustee and its attorney has a substantial bearing on the interests of holders of the Participation Certificates, the Trustee may intervene on behalf of Certificate Holders and shall do so if requested in writing by the holders of at least twenty-five percent of the aggregate principal amount of Participation Certificates then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

**SECTION 10.05. Successor Trustee.** Any corporation or association into which the Trustee may be converted or merged, or with which it or any successor to it may be consolidated, or to which it may sell or transfer its assets and trust business 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, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or 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 on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**SECTION 10.06. Resignation by Trustee.** The Trustee may at any time resign from the trusts hereby created by giving sixty days' written notice to the Building Corporation and to each holder of Participation Certificates then outstanding as shown on the registration books maintained by the Trustee pursuant to Section 2.03 of this Indenture, and such resignation shall take effect sixty days after such notice or upon the appointment of a successor Trustee by the Certificate Holders or by the Building Corporation and acceptance by the successor Trustee of such trusts, whichever is earlier. In the event of such resignation, the Trustee shall forfeit the unearned portion of the fee for Ordinary Services and Ordinary Expenses received by it upon delivery of the Series 1988 Participation Certificates.

**SECTION 10.07. Removal of Trustee.** The Trustee may be removed at any time, by an instrument or concurrent instrument in writing delivered to the Trustee and the Building Corporation, and signed (i) by or on behalf of the holder or holders of not less than one-half in aggregate principal amount of Participation Certificates then outstanding, or (ii) by the School, or (iii) by the Building Corporation. In the event of such removal, the Trustee shall forfeit the unearned portion of the fee for Ordinary Services and Ordinary Expenses received by it upon delivery of the Series 1988 Participation Certificates.

**SECTION 10.08. Appointment of Successor Trustee by Certificate Holders.** In case the Trustee hereunder shall resign or be removed, or be dissolved, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the Building Corporation or the School; provided that if a successor Trustee is not so appointed within ten days after the notice of resignation is mailed or instrument of removal is delivered as provided in Sections 10.06 and 10.07 hereof, respectively, or the Trustee is dissolved, taken under control or otherwise incapable of action as above provided, then the holders of a majority in aggregate principal amount of Participation Certificates then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such holders, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, duly authorized to exercise trust powers within the State of Indiana, having a reported capital and surplus of not less than \$50,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

**SECTION 10.09. Concerning Any Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Building Corporation and to the School, an instrument in writing accepting such appointment hereunder, and thereupon such successor without any further act shall

become fully vested with all the rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Building Corporation, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder, and shall duly assign, transfer and deliver all property, securities and money held by it as Trustee to its successor. Should any instrument in writing from the Building Corporation be required by any successor Trustee for more fully and certainly vesting in such successor the 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 the Building Corporation.

**SECTION 10.10. Right of Trustee to Pay Taxes and Other Charges.** In case any tax, assessment or governmental or other charge upon any part of the Project or any premium required for maintenance of the insurance described in the Lease, is not paid as required herein, the Trustee may pay such tax, assessment or governmental charge or premium and, without prejudice, however, to any rights of the Trustee or the Certificate Holders hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum which is one per centum per annum in excess of the prime interest rate then charged by the Trustee or the maximum rate allowed by law, whichever is lesser, shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Participation Certificates, and shall be paid out of the proceeds of rentals, revenues and other income, charges and moneys realized from the lease, sale or other disposition of the Project, if not otherwise caused to be paid; but the Trustee shall be obligated to make any such payment if it shall have been requested to do so by the holders of at least twenty-five percent of the aggregate principal amount of Participation Certificates then outstanding and shall have been provided with adequate funds for the purpose of such payment.

**SECTION 10.11. Trustee Protected in Relying upon Resolutions, Etc.** The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

**SECTION 10.12. Successor Trustee as Custodian of Certificate Fund, Registrar and Paying Agent.** In the event of a change in the office of the Trustee, the predecessor Trustee which has resigned or been removed shall cease to be custodian of any funds it may hold pursuant to this Indenture or any indenture supplemental thereto, and cease to be Registrar and Paying Agent for principal and interest of the Participation Certificates and the successor Trustee shall become such custodian, Registrar and Paying Agent.

**SECTION 10.13. Execution by Successor Trustee.** Any successor Trustee may execute Participation Certificates either in the name of any predecessor or in its own name. In all such cases such execution shall have the same force and effect as provided in the Participation Certificates or in this Indenture with respect to execution by the Trustee.

**SECTION 10.14. Designation and Succession of Paying Agents.** The Trustee and the other banks or trust companies, if any, designated as Paying Agent or Paying Agents

in this Indenture shall be the Paying Agent or Paying Agents and in the absence of such designation, the Trustee shall be the sole Paying Agent.

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, the Building Corporation shall, within thirty (30) days thereafter, appoint a bank or trust company located in the same city as such Paying Agent to fill such vacancy; provided, however, that if the Building Corporation shall fail to appoint such Paying Agent within said period, the 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 10.01 hereof with respect to the Trustee, insofar as such provisions may be applicable.

(End of Article X)

and all reasonable expenses properly incurred under this Indenture other than Ordinary Services and Ordinary Expenses.

"Indenture" means this trust indenture between the Building Corporation and the Trustee, as the same may be amended, modified or supplemented by any amendments or modifications thereof and supplements thereto entered into in accordance with the provisions thereof.

"Lessee Representative" means the person designated by the School to act as its representative with respect to this Indenture or the Lease.

"Lessor Representative" means the person designated by the Building Corporation to act as its representative with respect to this Indenture and the Lease.

"Ordinary Services" and "Ordinary Expenses" means those services normally rendered and those expenses normally incurred by a Trustee under instruments similar to this Indenture.

"Original Purchaser" means Summers & Company, Inc.

"Outstanding Participation Certificates" or "Participation Certificates outstanding" means all Participation Certificates which have been executed and delivered by the Trustee under the Indenture except:

(a) Participation Certificates cancelled on surrender, exchange or transfer or cancelled because of payment or redemption;

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

(c) Participation Certificates in lieu of which others have been executed under Section 2.08 of the Indenture.

"Participation Certificates" means the Series 1988 Participation Certificates and any Additional Participation Certificates.

"Person" means natural persons, firms, association, corporations and public bodies.

"Project" means the land and interests therein, buildings, structures, furnishings, equipment and other facilities from time to time leased under the Lease and any amendments or supplements to the Lease.

"Project Equipment" means furnishings and equipment included as part of the Project.

## ARTICLE XI

### SUPPLEMENTAL INDENTURES

**SECTION 11.01. Supplemental Indentures Not Requiring Consent of Certificate Holders.** The Building Corporation (or the Original Purchaser acting in its behalf) and the Trustee, may, from time to time and at any time, enter into such indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures shall thereafter form a part hereof):

(a) To cure any ambiguity or formal defect or omission in this Indenture, or in any supplemental indenture, which does not adversely affect the rights of the Certificate holders; or

(b) To grant to or confer upon the Trustee, for the benefit of the Certificate holders, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Certificate holders or the Trustee; or

(c) In connection with the issuance of Additional Participation Certificates in accordance with Sections 1.10 and 2.08 hereof.

**SECTION 11.02. Supplemental Indentures Requiring Consent of Certificate Holders.** Exclusive of supplemental indentures covered by Section 11.01 hereof and subject to the terms and provisions contained in this section, and not otherwise, the holders of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Participation Certificates 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 the Building Corporation and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Building Corporation 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 herein contained shall permit or be construed as permitting:

(a) an extension of the maturity of the principal or interest on any Participation Certificate issued hereunder without the consent of the holder of each Participation Certificate so affected; or

(b) a reduction in the principal amount of any Participation Certificate or the redemption premium or the rate of interest thereon without the consent of the holder of each Participation Certificate so affected; or

(c) a preference or priority of any Participation Certificate or Certificates over any other Participation Certificate or Certificates without the consent of the holders of all Participation Certificates then outstanding; or

(d) a reduction in the aggregate principal amount of the Participation Certificates required for consent to such supplemental indenture without the consent of the holders of all Participation Certificates then outstanding.

If at any time the Building Corporation shall request the Trustee to enter into any supplemental indenture for any of the purposes of this section, the Trustee shall, at the expense of the Building Corporation, give notice by mail, postage prepaid, to all Certificate holders. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Certificate holders. The Trustee shall not, however, be subject to any liability to any Certificate holders by reason of its failure to mail the notice required by this section, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this section.

Whenever, at any time within one (1) year after mailing of such notice, the Building Corporation shall deliver to the Trustee an instrument or instruments purporting to be executed by the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Participation Certificates then outstanding, which instrument or instruments shall refer to the proposed supplemental indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee; thereupon, but not otherwise, the Trustee may execute such supplemental indenture in substantially such form, without liability or responsibility to any holder of any Participation Certificate, whether or not such holder shall have consented thereto.

If the holders of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Participation Certificates outstanding at the time of the execution of such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Participation Certificate shall have any right to object to the execution of such supplemental indenture or 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 the Trustee or the Building Corporation from executing the same, or from taking any action pursuant to the provisions thereof.

Upon the execution of any supplemental indenture pursuant to the provisions of this section, the Indenture shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Building Corporation, the Trustee, and all registered owners of Participation Certificates then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

**SECTION 11.03. Reliance Upon Counsel.** The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it who may be counsel for the Building Corporation, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture.

**SECTION 11.04. Unanimous Consent.** Notwithstanding anything contained in the foregoing provisions of this Indenture, the rights and obligations of the Building Corporation and of the registered owners of the Participation Certificates, and the terms and provisions of the Participation Certificates and this Indenture, or any supplemental indenture, may be modified or altered in any respect with the consent of the Building

Corporation and the consent of the registered owners of all the Participation  
Certificates then outstanding.

(End of Article XI)

## ARTICLE XII

### AMENDMENT OF LEASE

**SECTION 12.01. Amendments to Lease Not Requiring Consent of Certificate Holders.** The School and the Trustee shall without the consent of or notice to the Certificate Holders consent to any amendment, change or modification of the Lease or any other documents in connection herewith or therewith, as may be required (i) by the provisions of the Lease and this Indenture, (ii) for the purpose of curing any ambiguity, inconsistency or formal defect or omission or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Participation Certificates.

**SECTION 12.02. Amendments to Lease Requiring Consent of Certificate Holders.** Except for the amendments, changes, or modifications as provided in Section 12.01 hereof, the Trustee shall not consent to any amendment, change or modification of the Lease which would change the rental payments required to be paid under the terms of the Lease or which would alter, change or amend the obligations of the Building Corporation hereunder or any other documents in connection therewith, without notice to and the written approval or consent of the holders of all of the then outstanding Participation Certificates, or to any other amendment, change or modification of the Lease or any other documents in connection herewith or therewith, 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 Participation Certificates at the time outstanding given and procured as in Section 11.02 hereof provided. If at any time the School shall request the consent of the Trustee to any such proposed amendment, change or modification, the 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 11.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Certificate holders.

(End of Article XII)

## ARTICLE XIII

### MISCELLANEOUS

**SECTION 13.01. Consents of Certificate Holders.** Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Certificate holders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Certificate holders 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 Participation Certificates, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken 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 affidavit of any witness to such execution.

(b) The fact of ownership of Participation Certificates registered as to principal shall be proved by the registration books maintained by the Registrar.

**SECTION 13.02. 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 Participation Certificates is intended or shall be construed to give to any person other than the parties hereto, the School and the holders of the Participation Certificates, any legal or equitable right, remedy or claim under or in respect to 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, the School and the holders of the Participation Certificates as herein provided.

**SECTION 13.03. Severability.** If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

**SECTION 13.04. Notices.** It shall be sufficient service or giving of any notice, request, complaint, demand or other paper if the same shall be duly mailed by registered or certified mail addressed as follows: if to the School, at Tri-Creek School Corporation, 690 South Burr Street, Lowell, Indiana 46356, Attention: Superintendent; if to the Building Corporation, at Tri-Creek Bldg. Corp., 1000 Commerce Building, Fort Wayne,

Indiana 46802, Attention: President; if to the Original Purchaser, at 1000 Commerce Building, Fort Wayne, Indiana 46802, Attention: President; if to the Trustee, 651 East Commercial Avenue, P. O. Box, Lowell, Indiana 46356, Attention: Corporate Trust Department. Duplicate copies of each notice, certificate or other communication given hereunder by the School, the Building Corporation, the Original Purchaser or the Trustee or any of the others, shall also be given to the others. The School, the Building Corporation, the Original Purchaser and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION 13.05. Trustee as Paying Agent and Registrar.** The Trustee is hereby designated and agrees to act as a Paying Agent and Registrar for and in respect to the Participation Certificates.

**SECTION 13.06. Payments Due on Sunday and Holidays.** In any case where the date of maturity of interest on or principal of the Participation Certificates or the date fixed for redemption of any Participation Certificates shall be a Sunday or a day on which the Trustee is authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day on which such banking institutions are open for business 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 13.07. Binding Effect.** This instrument shall inure to the benefit of and shall be binding upon the Building Corporation and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in this Indenture.

**SECTION 13.08. Counterparts.** This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 13.09. 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 XIII)

IN WITNESS WHEREOF, the Building Corporation has caused this Indenture to be executed in its name by its duly authorized officers and its seal to be hereunto affixed and duly attested, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its seal to be hereunto affixed and duly attested; all as of the day and year first above written.

TRI-CREEK BLDG. CORP.

By Thomas B. Summers  
Thomas B. Summers, President

Attest:

O. Roderick Wilson  
O. Roderick Wilson, Secretary

(SEAL)

THE LOWELL NATIONAL BANK, as Trustee

By Patricia K. Wachter  
Patricia K. Wachter  
Trust Administrative Officer

Attest:

A. Christine Jensen  
A. Christine Jensen  
Trust Accounting Officer  
(SEAL)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, a Notary Public in and for said County and State, this 27<sup>th</sup> day of December, 1988, personally appeared Tri-Creek Bldg. Corp. by Thomas B. Summers and O. Roderick Wilson, the President and Secretary, respectively, of said corporation and acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed for and on behalf of said corporation and the voluntary and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official notarial seal on the day and year aforesaid.

(Seal)

*Jenny E. Baker*

JENNY E. BAKER, Notary Public  
Resident of Allen County, Indiana.  
My commission expires January 8, 1990.

(Printed Signature)  
Notary Public

My commission expires:

\_\_\_\_\_

My county of residence is:

\_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, this ~~November~~ <sup>December</sup> 20th day of 1988, personally appeared The Lowell National Bank by Patricia K. Wachter and A. Christine Jensen, a Trust Administrative Officer and Trust Accounting Officer, respectively, of said bank, and acknowledged the execution of the foregoing instrument and that the seal affixed to said instrument is the seal of said bank, and that the same is their voluntary act and deed for and on behalf of said bank and the voluntary and corporate act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official notarial seal on the day and year aforesaid.

(Seal)

Elizabeth A. Hunt  
(Written Signature)

Elizabeth A. Hunt  
(Printed Signature)  
Notary Public

My commission expires:

8-15-89

My county of residence is:

Lake

This instrument was prepared by: James A. Shanahan, ICE MILLER DONADIO & RYAN,  
One American Square, Box 82001, Indianapolis, Indiana 46282.

EXHIBIT A

ALL THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER 753.39 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 289.42 FEET; THE FOLLOWING COURSES ARE 5 FEET OUTSIDE OF AND PARALLEL WITH THE BUILDING; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 46.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 4.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 14.74 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 01 SECONDS EAST 15.46 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 52.47 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST 23.94 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 23.07 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 23.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 17.67 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 146.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 29.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 27.67 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 29.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 95.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 36.33 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 95.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 29.00 FEET; THENCE SOUTH 39 DEGREES 59 MINUTES 59 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 27.67 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 29.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 95.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 104.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 29.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 5.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 27.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 5.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 29.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 71.67 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 49.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 71.67 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 29.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST 5.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 27.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 5.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 29.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 69.33 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 15.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 26.17 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 3.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 25.67 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 3.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 10.17 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 15.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 39.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 15.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 72.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 231.75 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST 20.00 FEET, TO THE POINT OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS.

"Rebate Fund" means the fund created in Section 4.07 hereof.

"School" means Tri-Creek School Corporation, a school corporation and political subdivision in and of the State of Indiana, and its lawful successors.

"Series 1988 Participation Certificates" means the \$6,560,000 Tri-Creek School Corporation Participation Certificates, Series 1988 identified in Section 1.01 of this Indenture.

"Trustee" means The Lowell National Bank, Lowell, Indiana, and its successors and assigns, including any surviving, resulting or transferee corporation, and any successor trustee at the time serving as successor trustee under the Indenture.

**SECTION 1.03. Terms of Series 1988 Participation Certificates.** The Series 1988 Participation Certificates shall be initially issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof requested by the Certificate holder, and each shall be of a single maturity. Series 1988 Participation Certificates shall be numbered from 1 up, shall bear an original date of December 15, 1988 and shall also bear the date of authentication.

The Series 1988 Participation Certificates shall be executed by two authorized officers of the Trustee, provided that both signatures may be facsimiles, and shall bear the seal of the Trustee or a facsimile thereof. Each Series 1988 Participation Certificate shall be authenticated by a certificate of the Trustee endorsed thereon in the form hereinafter set forth. Only such Participation Certificates as shall bear thereon the certificate of the Trustee shall be secured by this Indenture or entitled to any lien or benefit hereunder, and the certificate of authentication executed by the Trustee upon any such Participation Certificate shall be conclusive evidence that the Participation Certificate so authenticated has been duly issued hereunder and is entitled to the benefits of the trust hereby created.

Each Series 1988 Participation Certificate shall bear interest from the interest payment date to which interest has been paid next preceding the date of its authentication unless it is authenticated between the thirtieth day of the month preceding an interest payment date and the interest payment date and payment of interest is not in default, in which case it shall bear interest from that interest payment date or unless it is authenticated on or before June 30, 1989, in which case it shall bear interest from the original date.

The Series 1988 Participation Certificates shall bear interest at the rates per annum set forth opposite the maturity date in the schedule below, calculated on the basis of a 360-day year consisting of twelve 30-day months and payable on each January 15 and July 15 commencing July 15, 1989, and shall mature on the dates and in the principal amounts set opposite the maturity date in the schedule below:

<u>Maturity</u>	<u>Principal</u>	<u>Interest Rate</u>
7-15-90	\$ 95,000	6.40%
1-15-91	95,000	6.40
7-15-91	100,000	6.40

1-15-92	105,000	6.50
7-15-92	105,000	6.50
1-15-93	110,000	6.60
7-15-93	115,000	6.60
1-15-94	120,000	6.70
7-15-94	120,000	6.70
1-15-95	125,000	6.80
7-15-95	130,000	6.80
1-15-96	135,000	6.90
7-15-96	140,000	6.90
1-15-97	145,000	7.00
7-15-97	150,000	7.00
1-15-98	155,000	7.10
7-15-98	160,000	7.10
1-15-99	165,000	7.20
7-15-99	170,000	7.20
1-15-00	175,000	7.30
7-15-00	185,000	7.30
1-15-01	190,000	7.50
7-15-01	195,000	7.50
1-15-02	205,000	7.70
7-15-02	215,000	7.70
1-15-03	220,000	7.70
7-15-03	230,000	7.70
1-15-04	240,000	7.70
7-15-04	245,000	7.70
1-15-05	255,000	7.80
7-15-05	265,000	7.80
1-15-06	275,000	7.80
7-15-06	290,000	7.80
1-15-07	300,000	7.85
7-15-07	310,000	7.85
1-15-08	325,000	7.90

The Series 1988 Participation Certificates are subject to optional redemption in whole on any date on or after July 15, 1998, upon notice from the School of its exercise of its option to purchase the Project pursuant to the Lease, or in whole or in part, in inverse order of maturity on or after July 15, 1998 in the event that Additional Participation Certificates are issued to refund all or part of the outstanding Series 1988 Participation Certificates, at the redemption prices (expressed as a percentage of the principal amount of the Series 1988 Participation Certificates) plus accrued interest to the redemption date set forth below:

- 102% if redeemed on July 15, 1998, or thereafter on or before July 14, 1999;
- 101% if redeemed on July 15, 1999, or thereafter on or before July 14, 2000;
- 100% if redeemed on July 15, 2000, or thereafter prior to maturity.

Notice of the call for redemption of the Series 1988 Participation Certificates, identifying by designation, letters, number, or other distinguishing marks, the Series 1988 Participation Certificates (in amounts of \$5,000 or an integral multiple thereof) to be redeemed, the redemption price to be paid, the date fixed for redemption and the place where the amounts due upon such redemption is payable, shall be given by mailing a copy of the redemption notice by first class mail at least thirty days prior to the date fixed for redemption to the registered owner of each Series 1988 Participation Certificates to be redeemed at the name and address shown on the registration books kept by the Trustee as of the date on which such notice is mailed; provided, however, that failure to give such notice by mailing, or any defect in such notice, shall not affect the validity of any proceedings for the redemption of any of the other Series 1988 Participation Certificates.

If less than all the Series 1988 Participation Certificates are called for redemption at one time, the Series 1988 Participation Certificates shall be redeemed in inverse order of maturity and the selection of the particular Participation Certificates within such maturities shall be made by the Trustee by lot in such manner as the Trustee may determine. All Series 1988 Participation Certificates so called will cease to bear interest on the redemption date, provided funds for their redemption are on deposit at the office of the Trustee at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

Principal of and premium, if any, on the Series 1988 Participation Certificates shall be payable at the principal corporate trust office of the Trustee, presently, The Lowell National Bank, Lowell, Indiana, upon the presentation and surrender of the Series 1988 Participation Certificates. Interest on Series 1988 Participation Certificates shall be payable by check mailed by the Trustee one business day prior to each interest payment date to the persons in whose name each Participation Certificate is registered as of the thirtieth day of the month preceding such interest payment date and to such address as it appears on the registration books.

**SECTION 1.04. Terms of All Participation Certificates.** All Participation Certificates shall bear such designations as may be necessary to distinguish them from Participation Certificates of any other series, shall be payable as to principal, premium, if any, and interest in lawful money of the United States of America, shall be in fully registered form as provided in this Indenture, shall be negotiable instruments and shall express on their face that they are issued in anticipation of rentals and other moneys to be received under the Lease.

All Participation Certificates shall be executed in the manner provided in Section 1.03 of this Indenture for the Series 1988 Participation Certificates or in the manner provided by law in effect at the time of their issuance. In case any officer of the Trustee whose signature or a facsimile of whose signature shall appear on any Participation Certificates shall cease to be such officer before the issuance, execution or delivery of such Participation Certificates, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until that time.

Notice of call for redemption of all Participation Certificates shall be given in the manner provided in Section 1.03 hereof for notice of call for redemption of the Series 1988 Participation Certificates. If the Participation Certificates are duly called

for redemption and if on such redemption date moneys for the redemption of all the Participation Certificates to be redeemed, together with accrued interest to the redemption date, shall be held by the Trustee so as to be available therefor, then from and after such redemption date such Participation Certificates shall cease to bear interest.

As provided herein, the Participation Certificates shall be equally and ratably payable solely from the Construction and Certificate Funds and secured by a pledge of said Funds and the rentals, revenues and other income, charges and moneys realized from the lease, sale or other disposition of the Project payable into the Certificate Fund as herein provided and further secured by this Indenture; and anything in the Participation Certificates or this Indenture to the contrary notwithstanding, neither the Participation Certificates nor this Indenture shall constitute a loan to or a debt or a pledge of the faith and credit of the Trustee or the Building Corporation, and the Participation Certificates are payable solely from the aforesaid source pledged to their payment; provided, however, that nothing herein shall be deemed to prohibit the Trustee, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of this Indenture or any of the Participation Certificates.

**SECTION 1.05. Sale of the Series 1988 Participation Certificates.** The Series 1988 Participation Certificates will be purchased by the Original Purchaser at an aggregate purchase price of \$6,461,816.85 plus accrued interest on the Series 1988 Participation Certificates to the date of delivery, in accordance with the terms and provisions of this Indenture.

**SECTION 1.06. Use of the Series 1988 Participation Certificate Proceeds - Construction Fund.** There is hereby created and ordered maintained as a separate account in the custody of the Trustee a trust fund to be designated "Tri-Creek Bldg. Corp. Construction Fund" (the "Construction Fund"). The proceeds of the Series 1988 Participation Certificates shall be deposited by the Trustee in the Construction Fund and disbursed as provided in Section 5.01 of this Indenture. \$492,400.22 of the amount deposited in the Construction Fund shall be held in an account designated as the "Interest Account" of the Construction Fund and disbursed for the purpose set forth in Section 5.01(h) of this Indenture. There shall also be deposited into the Construction Fund, as and when received, any moneys received by the Trustee as a named insured or as an assignee, as the case may be, of the property and public liability insurance policies and construction contracts and performance, maintenance and payment bonds (the "Performance Bonds"). Moneys in the Construction Fund shall be invested pursuant to Section 1.08(k) of this Indenture.

**SECTION 1.07. Source of Payment - Certificate Fund.** There is hereby created and ordered maintained as a separate bank account in the custody of the Trustee a trust fund to be designated "Tri-Creek School Corporation Certificate Fund," which shall be used to pay the principal of and premium, if any, and interest on the Participation Certificates. The rent payments provided for under the terms of the Lease are to be remitted directly to the Trustee, deposited in the Certificate Fund and disbursed as provided in Section 4.01 of this Indenture. The Lease provides that the School must make its first payment of rent commencing on the later of the date on which the Project is substantially completed and available for occupancy, or July 12, 1990. Thereafter, the Lease provides that the School must make semiannual payments of rent on January 12 and July 12 of